

**PUBLIC WORKS CONTRACT (Formal Bid)**

**Monterey Sports Center HVAC Repair Project (30c1408)**

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 13 day of June 2016, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and BRANNON INC., DBA SMITH ELECTRIC SERVICE 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 described in accordance with the City's Plans and Specifications and Contractor's sealed proposal;

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 HVAC Repair Project**. Work is to be as set out in the Plans and Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated April 26, 2016, for the Total Bid (Items 1 -16) in an amount not to exceed **Two Hundred Forty Three Thousand and Twenty dollars (\$243,020.00)** 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 (14) calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of 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, codes 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. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10184 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on May 17, 2016 by Resolution 16-088 C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
  - A. Plans and Specifications
  - B. Accepted Proposal
  - C. Performance Bond
  - D. Payment Bond (labor and materials)
  - E. Non-Collusion Declaration
  - F. Debarment and Suspension Certification
  - G. Certification(s) of Good Faith Effort to Hire Local Residents

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

ATTEST:

By: 

City Clerk

CITY OF MONTEREY:

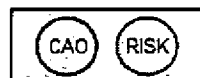
By: 

City Manager, or his designee

BRANNON INC. DBA SMITH ELECTRIC SERVICE:

By: 

Michael Brannon, President



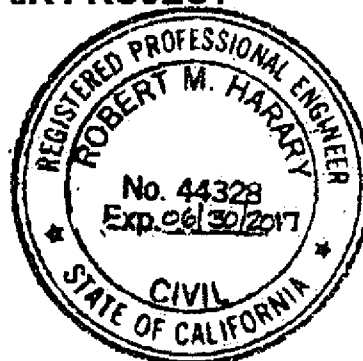


CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS  
FOR  
**MONTEREY SPORTS CENTER HVAC REPAIR PROJECT  
(30C1408)**

FORMAL BID

This is a Capital Improvement Project



TECHNICAL SPECIFICATIONS APPROVED BY:

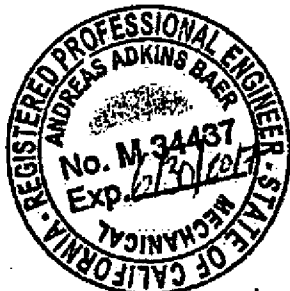
Andreas Baer  
ENGINEER

DATE: 3/25/2016

APPROVED FOR CONSTRUCTION:

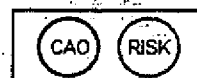
Robert M. Harary  
FOR CITY ENGINEER

DATE: 03/25/2016

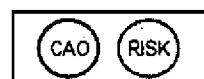


Master Specification Revision: 09/21/2015

Project Specification Revision:



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**MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)**

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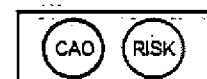
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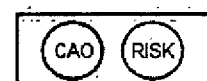
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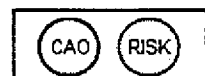
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**CITY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS  
MONTEREY, CALIFORNIA**

**PART I: NOTICE TO CONTRACTORS**

Sealed unbound bid 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., April 26, 2016 at which time they will be publicly opened and read in the City Council Chambers, for furnishing all labor, materials, tools, equipment and incidentals for the construction of **MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)** in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of, but is not limited to, replacing ductwork, repairing duct work, installing galvanized steel standing seam roofs over ducting and air handling units (AHU), rebuilding air handling units AH-1a & AH-1b, scraping and grinding off rust, painting exterior sheet metal ducting, replacing a roof flashing beneath rooftop AHU8, and rebuilding exhaust duct hoods, for the purpose of creating a water tight exterior air handling system with a long anticipated life in accordance with the Plans and these Specifications. Existing building plans and as-built drawings in the possession of the City will be made available to the bidder upon request.

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class B, or C20 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.

**SPECIFICATIONS AND BID FORMS**

Specifications, including instructions to Bidders and all necessary contract documents and forms, are available on-line from the City's website located at <http://monterey.org/en-us/Business/Bids-and-RFPs>. In order to download project documents, you must register as a document (plan) holder on EbidBoard at no cost through the City web site. Potential bidders, subcontractors and suppliers are responsible for reviewing the complete bidding documents, including all addenda, prior to submitting their bid. They are also advised to check the City's web site noted above periodically and prior to submitting their bid. Submit **unbound** bid proposals (see Appendix A) in sealed envelopes clearly marked on the exterior with the project name, bid opening date and bid opening time for which the bid proposal is being submitted. When submitting a bid in a sealed envelope within another sealed envelope, such as an envelope provided by an overnight carrier, be sure to also mark the exterior of the outermost envelope or overnight carrier's envelope clearly with the project name, bid opening date and bid opening time.

**MANDATORY PRE-BID CONFERENCE**

A mandatory pre-bid conference is scheduled for 10:00 a.m., April 12<sup>th</sup>, 2016 at the Monterey Sports Center, 301 E Franklin St., Monterey, CA 93940. This conference will allow bidders to review and inspect project conditions. Failure to attend and arrive on time may result in your bid being deemed non-responsive resulting in rejection of your bid.

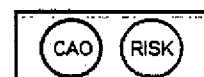
**PREVAILING WAGES**

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000). Local wage rates may be obtained from City of Monterey, Engineering Division Office, City Hall, Monterey, CA, (831-646-3921) 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.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or

**MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)**

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subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. See Part III of these Specifications for additional requirements.

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Monterey shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext/>) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

### **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.

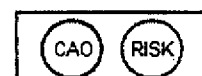
### **BID VALIDITY**

No Bidder may withdraw their bid for a period of **ninety (90) 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. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of bidders request to withdraw bid shall be at the sole discretion of the City.

### **RESPONSIBLE BIDDER**

Responsible bidder as it pertains to this contract shall be as follows:

1. **Standards of Responsibility:** The City may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:
  - a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
    - i. Adequate workforce to meet multiple critical work schedules at once;
    - ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
  - b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the City or other agency;
  - c. Evidence of bidder's ability to provide the required bonding and insurance capacity. Apparent low bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;
  - d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;
  - e. The legal qualifications to contract with the City; and



- f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.
2. Information Pertaining to Responsibility. The prospective contractor shall supply any information requested by the City concerning the responsibility of such contractor, including the qualifications and performance records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective contractor non-responsible on the basis of its failure to provide the requested information to the City.
  3. The City's Duty Concerning Responsibility. Before awarding a contract, the City must be satisfied that the prospective contractor is responsible. The City may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective contractor and prospective contractor's employees.
  4. Written Determination of Non-responsibility Requirements. If a bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible bidder or offeror. The bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

### 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. If there is any reason for believing that collusion exists among the bidders, the City may reject any or all bids.

### UNBALANCED BID

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 City whether or not the result of the unbalanced bid increases the cost of the project to the City.

### BIDDER PROTEST

All bid protests shall follow the procedures set forth in Monterey City Code §28-26 et seq., and the City's Purchasing Manual, both of which are available on-line on the City's website located at <http://monterey.org>. Payment of a bid protest filing fee in the amount set forth in the City Code and Purchasing Manual shall be prerequisite to the filing of any such protest.

### 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. All questions must be directed to the Project Manager Andreas Baer, Associate Mechanical Engineer, by emailing [engineering-admin@monterey.org](mailto:engineering-admin@monterey.org). The project name must be referenced in all communication.

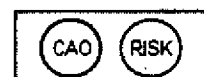
If found necessary, interpretation or correction will be made by written addendum, a copy of which will be sent to each plan holder. Such addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge this condition by listing each addendum by number in his bid proposal. The Engineer shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than forty-eight (48) 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:

<b><u>CITY:</u></b>	The term <u>City</u> refers to and indicates the City of Monterey, Monterey County, State of California.
<b><u>ENGINEER OR CITY ENGINEER</u></b>	The term <u>Engineer</u> or <u>City Engineer</u> refers to and indicates the Public Works Director of the City of Monterey or his duly authorized representative.
<b><u>BIDDER:</u></b>	Party submitting a bid for consideration by the City of Monterey.
<b><u>CONTRACTOR:</u></b>	The term <u>Contractor</u> refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and specifications.
<b><u>COUNCIL OR CITY COUNCIL:</u></b>	The City Council of the City of Monterey.
<b><u>PLANS:</u></b>	The project plans referred to herein.
<b><u>SPECIAL PROVISIONS:</u></b>	Part IV of these Specifications.
<b><u>SPECIFICATIONS:</u></b>	This document, in its entirety.
<b><u>STANDARD SPECIFICATIONS:</u></b>	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.
<b><u>STANDARD PLANS:</u></b>	Plans entitled "State of California, Department of Transportation, Standard Plans" of latest publication.
<b><u>ADA:</u></b>	Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013.
<b><u>CBC:</u></b>	California Building Codes, latest edition as adopted by the City of Monterey.
<b><u>IBC:</u></b>	International Building Codes, latest edition.



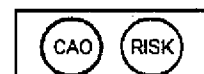
**MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)****CITY OF MONTEREY****PART II: PROPOSAL**

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 Plans and Specifications 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 Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

**BID SCHEDULE**

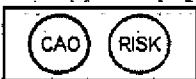
<b>Item No.</b>	<b>Description</b>	<b>Approx. Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	Mobilization and Demobilization	1	LS		
2	Environmental /Pollution Prevention	1	LS		
3	Air Handling Unit (AHU) 1	1	LS		
4	AHU 2	1	LS		
5	AHU 3	1	LS		
6	AHU 4	1	LS		
7	AHU 5	1	LS		
8	AHU 6	1	LS		
9	AHU 7	1	LS		
10	AHU 8	1	LS		
11	AH-1a Gymnasium Refurbishment	1	LS		
12	AH-1b Gymnasium Refurbishment	1	LS		
13	AH-1a & AH-1b Insulation	100	SF		
14	Gymnasium Exhaust Hood	1	LS		
15	AH-1a & AH-1b Gymnasium Duct Repairs	1	LS		
16	Record Drawings	1	LS		



<b>TOTAL BID (ITEMS 1 THROUGH 16) (In Words)</b>  _____  _____	<b>(In Figures)</b>  \$
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**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Bid (Items 1 through 16).



**BID ITEM DESCRIPTIONS**

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.

**1. Mobilization and Demobilization**

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) electrician certifications, 7) subcontractor's Certificate of Good Faith Effort to hire local, and 8) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

**2. Storm Water Compliance**

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" of these Specifications and as directed by the Engineer. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

**3. Air Handling Unit (AHU) 1**

Measurement and payment for this item shall be made on a lump sum basis. The lump sum cost shall pay for furnishing all labor, materials, tools, and equipment for scraping/grinding, cleaning, sealing, patching, and priming, all rusted areas of ducting, and prepping and painting the exterior of the existing supply and return ducting and AHU. Also included is installing standing seam roofs over the existing ducting and AHU in accordance with the Plans and these Specifications.

**4. AHU 2**

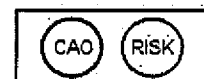
Measurement and payment for this item shall be made on a lump sum basis. The lump sum cost shall pay for furnishing all labor, materials, tools, and equipment for scraping/grinding, cleaning, sealing, patching, and priming, all rusted areas of ducting, and prepping and painting the exterior of the existing supply and return ducting and AHU. Also included is installing standing seam roofs over the existing ducting and AHU in accordance with the Plans and these Specifications.

**5. AHU 3**

Measurement and payment for this item shall be made on a lump sum basis. The lump sum cost shall pay for furnishing all labor, materials, tools, and equipment for scraping/grinding, cleaning, sealing, patching, and priming, all rusted areas of ducting, and prepping and painting the exterior of the existing supply and return ducting and AHU. Also included is installing standing seam roofs over the existing ducting and AHU in accordance with the Plans and these Specifications.

**6. AHU 4**

Measurement and payment for this item shall be made on a lump sum basis. The lump sum cost shall pay for furnishing all labor, materials, tools, and equipment for scraping/grinding, cleaning, sealing, patching, and priming, all rusted areas of ducting, and prepping and painting the exterior of the existing supply and return ducting and AHU. Also included is installing standing seam roofs over the existing ducting and AHU in accordance with the



Plans and these Specifications.

#### 7. AHU 5

Measurement and payment for this item shall be made on a lump sum basis. The lump sum cost shall pay for furnishing all labor, materials, tools, and equipment for scraping/grinding, cleaning, sealing, patching, and priming, all rusted areas of ducting, replacing sections of supply and return ducting, and prepping and painting the exterior of the existing supply and return ducting and AHU. Also included is installing standing seam roofs over the existing ducting and AHU in accordance with the Plans and these Specifications.

#### 8. AHU 6

Measurement and payment for this item shall be made on a lump sum basis. The lump sum cost shall pay for furnishing all labor, materials, tools, and equipment for scraping/grinding, cleaning, sealing, patching, and priming, all rusted areas of ducting, and prepping and painting the exterior of the existing supply and return ducting and AHU. Also included is installing standing seam roofs over the existing ducting and AHU and removing all rust and priming and painting the "C" channel AHU support frame. All work shall be in accordance with the Plans and these Specifications.

#### 9. AHU 7

Measurement and payment for this item shall be made on a lump sum basis for furnishing all labor, tools, and equipment for replacing the supply and return ducting up to and including the flexible connection at the air handling unit, and the last seam above the roof line, prepping and painting the AHU and new ducting, and installing standing seam roofs over the new ducting, the exposed section of the existing intake duct, and the existing AHU in accordance with the Plans and these Specifications.

#### 10. AHU 8

Measurement and payment for this item shall be made on a lump sum basis. The lump sum cost shall pay for furnishing all labor, materials, tools, and equipment for scraping/grinding, cleaning, sealing, patching, and priming, all rusted areas of ducting, and prepping and painting the exterior of the existing supply and return ducting and AHU. Also included is installing standing seam roofs over the existing ducting and AHU, replacement of the housekeeping pad steel cap with a new stainless steel cap, and replacement of the intake hood and bird screen in accordance with the Plans and these Specifications.

#### 11. AH-1a Gymnasium Refurbishment

Measurement and payment for this item shall be made on a lump sum basis for furnishing all labor, materials, tools, and equipment for removing the exterior sheet metal outer wall and roof paneling, salvaging the existing AHU doors, disconnecting all electrical and plumbing, and filling in the insulation where needed up to 100SF, installing new 16 ga., 316 stainless steel exterior paneling and roof, reconnecting all the electrical and plumbing pipes, replacing outdoor air intake hoods, and bolting zinc anodes to the "C" channel frame in accordance with the Plans and these Specifications.

#### 12. AH-1b Gymnasium Refurbishment

Measurement and payment for this item shall be made on a lump sum basis for furnishing all labor, materials, tools, and equipment for removing the exterior sheet metal outer wall and roof paneling, salvaging the existing AHU doors, disconnecting all electrical and plumbing, and filling in the insulation where needed up to 100SF, installing new 16 ga., 316 stainless steel exterior paneling and roof, reconnecting all the electrical and plumbing pipes, replacing outdoor air intake hoods, and bolting zinc anodes to the "C" channel frame in accordance with the Plans and these Specifications.

#### 13. AH-1a & AH-1b Insulation

Measurement and payment for this item shall be made on a per square foot basis for furnishing all labor, materials, tools, and equipment for replacing damaged or missing inner wall fiberglass air handling unit insulation in accordance with the Plans and these Specifications.

#### 14. Gymnasium Exhaust Hood

Measurement and payment for this item shall be made on a lump sum basis for furnishing all labor, materials, tools, and equipment for reconstructing the two pairs of Gymnasium exhaust hoods by installing a new standing seam sheet metal roof in a way that sheds water in accordance with the Plans and these Specifications.



**15. AH-1a and AH-1b Gymnasium Duct Repairs**

Measurement and payment for this item shall be made on a lump sum basis. The lump sum cost shall pay for furnishing all labor, materials, tools, and equipment for scraping/grinding, cleaning, sealing, patching, and priming, all rusted areas of ducting, and prepping and painting the exterior of the existing supply and return ducting and AHU in accordance with the Plans and these Specifications.

**16. Record Drawings**

Measurement and payment for this item shall be on a lump sum (LS) basis for furnishing to the City a complete set of Record (As-Built) Drawings upon project completion.

**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 therefor.

**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.

**BID CLARIFICATION**

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 responsive responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

For responsible bidder as it pertains to this contract, see Part I, Responsible Bidder.

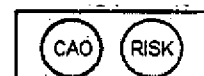
Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

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. If a bid item amount is zero, enter zero. If a bid item is included elsewhere, enter "included". Do not enter "N/A" into the Bid Schedule.

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 the time period specified in **BID VALIDITY** of Part I.

The **Noncollusion Declaration** included in this document shall be executed and submitted with each bid. The **Local Hire Certification** included in this document shall be executed and submitted with each bid, except in the following cases: 1) informal bids (i.e., under \$65,000); 2) whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or 3) whenever the City, in accordance with the requirements of the City Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or 4) whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project.





**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the **City of Monterey** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)**

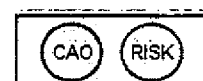
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect; otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

**[CONTINUED NEXT PAGE]**



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agents or representatives.

\_\_\_\_\_  
(Bidder/Principal Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

**(Attach Notary Public Acknowledgement of Principal's Signature)**

\_\_\_\_\_  
(Surety Name)

By: \_\_\_\_\_  
(Signature of Attorney-In-Fact for Surety)

\_\_\_\_\_  
(Typed or Printed Name of Attorney-In-Fact)

**(Attach: (I) Attorney-In-Fact Certification; (II) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (III) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)**

**Contact name, address, telephone number and email address for notices to the Surety**

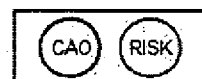
\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip Code)

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
(Email address)



**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: \_\_\_\_\_.

In accordance with California Labor Code's Public Works laws (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: \_\_\_\_\_.

**THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN**

\_\_\_\_\_ COUNTY, CALIFORNIA, ON \_\_\_\_\_, 201\_\_\_\_\_.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

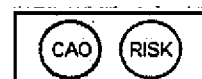
Email: \_\_\_\_\_

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

**FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**

\_\_\_\_\_  
Signature

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



**ACKNOWLEDGEMENT OF ADDENDA**

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. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

\_\_\_\_\_

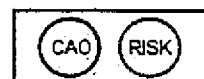
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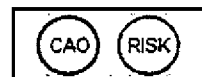
\_\_\_\_\_



**BIDDER'S STATEMENT OF QUALIFICATIONS**

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

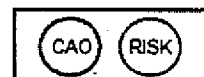
<b>Project Name</b>	<b>Owner Name</b>	<b>Address</b>	<b>Telephone Number/Email</b>	<b>Contact Name</b>



**SUBCONTRACTOR'S LIST**

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of 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:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work



**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid.

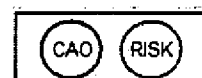
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 bid price, or of that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

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



**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, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification 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 \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

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





**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.

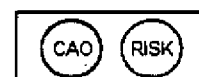
Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary 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) Informal Bids, or
- (b) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or
- (c) 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
- (d) Whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project. An example would be marine-related pile drivers.



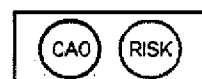
**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor – To be Submitted with Bid)**

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



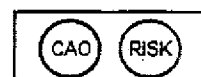
**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Subcontractor – To be Completed by Subcontractor After Bid is Awarded)**

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



**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

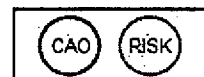
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

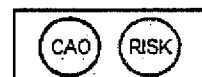
2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)



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**PART III: GENERAL PROVISIONS**  
**FORMAL BID (\$65,000 and over)**

**BIDDING****JOB SITE AND DOCUMENT EXAMINATION**

The bidder is required to thoroughly examine the job site, Plans and Specifications including Contract Form (See Part III, Page 2) for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the requirements of the plans and specifications, including the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

**BID DOCUMENT COMPLETION**

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

1. The proposal shall be made upon the form provided therefor with all items filled out (Appendix A of these specifications). The completed form must be without interlineations, alterations, or erasures. All submitted documents must be in original form (no photocopies or faxes).
2. Each bid shall be accompanied by cash, a cashier's check, a certified check, or a bidder's bond executed by the bidder and an acceptable surety in original form, or any negotiable instruments in original form that are not cancelable 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) calendar 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.

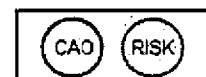
**CONTRACT AWARD AND EXECUTION****CONTRACT AWARD**

The contract shall be awarded, if an award is made, to the lowest responsive responsible bidder as defined in Part II, Bid Clarification, of these specifications, within ninety (90) calendar days from the date bids are publicly opened, examined and declared unless a different bid validity period is specified in Part I, Bid Validity. 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.

**CONTRACT EXECUTION**

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. Within fifteen (15) calendar days after written notice that a contract has been awarded to him (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Monterey Business License or evidence of application for said license.
3. Upon approval of the foregoing documents, the City will execute the contract and return an original to the Contractor.



**SAMPLE PUBLIC WORKS CONTRACT (Formal Bid)**

**MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)**

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and [INSERT CONTRACTOR NAME] 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 described in accordance with the City's Plans and Specifications and Contractor's sealed proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

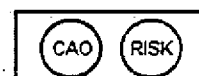
1. **SCOPE OF WORK.** The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for Monterey Sports Center HVAC Repair Project Work is to be as set out in the *[Plans and Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated [ Insert Month Day, Year ], in an amount not to exceed [ insert amount in words ] dollars (\$### ### .00) 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 (14) calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of sixty (60) 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, codes 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. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on *[ Month Day, Year ]* by Resolution *[ ### ### ]* C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 

A. Plans and Specifications	E. Non-Collusion Declaration
B. Accepted Proposal	F. Debarment and Suspension Certification
C. Performance Bond	G. Certification(s) of Good Faith Effort to Hire Local Residents
D. Payment Bond (Labor and Materials)	

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: [ INSERT CONTRACTOR NAME ]:

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
 City Clerk City Manager, or his designee [ Insert Name, Title ]



**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

PREMIUM: \_\_\_\_\_

WHEREAS, The \_\_\_\_\_, (hereinafter designated as "Obligee") and \_\_\_\_\_ (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, and identified as project \_\_\_\_\_ is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and \_\_\_\_\_ as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

By \_\_\_\_\_  
PRINCIPAL

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

By: \_\_\_\_\_  
ATTORNEY-IN-FACT





**PAYMENT (LABOR AND MATERIALS) BOND**

BOND NO.: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_ Principal, and \_\_\_\_\_, incorporated under the laws of the State of \_\_\_\_\_ and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto any and all persons named in California Civil Code Section 1181 whose claim has not been paid by the contractor, company or corporation, in the aggregate total of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these present.

The Condition of the foregoing obligation is such that; whereas the above bounden Principal has entered into a contract, dated \_\_\_\_\_, with the \_\_\_\_\_ to do the following work, to-wit:

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to vie a right of action to them or their assignees in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code Sections 3247-3252 inclusive, and all amendments thereto.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_.

BY \_\_\_\_\_

BY \_\_\_\_\_  
ATTORNEY-IN-FACT



## SCOPE OF WORK

### INTENT

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

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.

### CHANGES AND EXTRA WORK

Changes and extra work shall be in accordance with Section 4-1.05, Changes and Extra Work, of the Standard Specifications.

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.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as "extra work" in accordance with the Standard Specifications. Approved Change Orders shall describe the changes or extra work, contract time adjustments and payment basis for such work as applicable. Change Orders are valid contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

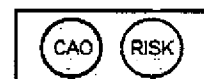
The City may require the Contractor to work outside approved construction hours noted in Part IV, Construction Procedure. For work done during these times, when required by the City, payment to the Contractor may be adjusted per General Prevailing Wage Rate provisions.

### CLEANUP

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City of Monterey and/or government Representative shall make the determination that this requirement is being complied with.

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

Upon completion and before making application for acceptance of the work, the Contractor shall clean the street and/or other areas of work, and all ground occupied by him 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 WORK****CONTRACT COMPONENTS**

These specifications, the plans 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 required by the plans, specifications or the Engineer shall be furnished by the Contractor and approved by the Engineer before any work relating to the shop drawings is performed unless approval is waived in writing by the Engineer.

It is mutually agreed that shop drawing approval by the Engineer 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 shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Engineer does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

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

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions.

**ENGINEER'S AUTHORITY**

The Engineer shall respond to any and all inquiries 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 inquiries as to the interpretation of the plans and specifications; all inquiries as to the acceptable fulfillment of the contract on the part of the Contractor; and all inquiries as to claims and compensation. The Engineer's response shall be final and the Engineer shall have executive authority to enforce and make effective such responses.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans and specifications, the Contractor shall submit a written Request for Information (RFI) to the Engineer. Responses to RFI's shall be in writing and deemed part of the contract documents. Contractor shall comply with response explanation or interpretation so far as may be consistent with the intent of the plans, specifications and amendments thereto.

In the event of doubt or question relative to the true meaning of the plans and specifications, reference shall be made to the City Manager, or his designee, whose decision thereon shall be final.

**ASSIGNMENT**

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

**SUBCONTRACTING**

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.

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

### REPRESENTATIVE

The Contractor shall assign a representative per Section 5-1.16, Representative, of the Standard Specifications and submit contact information (name, telephone number) to the City of Monterey Engineering Division. If the after-hours representative is different than the on-site representative, provide contact information for both.

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, contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Engineer's instructions are in conflict with the contract, the Contractor shall immediately bring it to the attention of the Engineer in writing.

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 the Engineer or his representative as is required for proper keeping of records and plans of work, if required by the plans or specifications.

### EQUIPMENT

While certain sections 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.

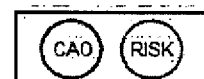
The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the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

### PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, 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 area to a neat, finished product. This shall include touch up or repair of the existing which was disturbed, and repair to the same structural capacity as the existing facility or better.

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.



**POTENTIAL CLAIMS AND DISPUTE RESOLUTION**

Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications.

**CONTRACTOR'S RESPONSIBILITY FOR WORK**

All work which is defective in its construction or deficient in any of the requirements of the plans and 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 of his 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 work 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.

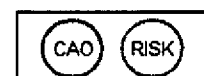
Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However,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

**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.

**CONTROL OF MATERIALS****GENERAL**

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the plans, specifications or 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 the plans and specifications.

All materials not conforming to the requirements of the plans and 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 his 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, at the contractor's expense, 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.

#### MATERIAL SOURCE

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.

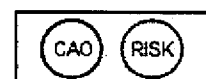
#### QUALITY

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by CalTrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

#### GUARANTEE

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 formal 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 performance bond (See Part IV, Contract Bonds) 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 performance bond for a similar bond in the amount of twenty (20) percent of the total contract amount including adjustments or the original performance bond, whichever is greater.



**LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC****LAWS**

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 the plans and 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.

All bidders and contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any bidder or contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

**NONDISCRIMINATION**

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the contract.

**LABOR CODE**

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the contractor to substitute a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or bidder enter any contract or subcontract, without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.



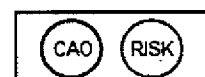
WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

1. The contract executed between the contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
2. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.
4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not





retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available at the City of Monterey, Engineering Division Office, City Hall, Monterey, CA, (831-646-3921). General prevailing wage rates are also available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract. The Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

#### CERTIFIED PAYROLL RECORDS

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.



## APPRENTICES

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

## WORKING HOURS

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

## OCCUPATIONAL SAFETY AND HEALTH STANDARDS

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 as required by law.

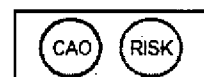
## EXCAVATION SAFETY

Per California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the contract, Contractor shall possess a valid permit at the time of bidding and for the life of the contract. Contractor shall furnish copies of valid permits to the City of Monterey Engineering Division office. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more 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.

Trenching of more than four (4) feet 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.

#### PUBLIC CONVENIENCE AND PUBLIC SAFETY

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, 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 unless otherwise noted in Part IV.

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.

#### WORKER'S COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

#### PATENTS

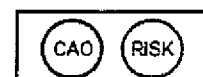
If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from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

**PROSECUTION AND PROGRESS****GENERAL**

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 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 his sureties from liability for failure to fulfill the contract. The Contractor and his 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.

**SUSPENSIONS AND DELAYS**

Suspensions of work and delays shall be in accordance with Section 8-1.06, Suspensions, and Section 8- 1.07, Delays, of the Standard Specifications.

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 the Engineer may deem necessary due to the failure on the part of the Contractor to carry out Engineer's orders given 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.



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 not grant the Contractor any monetary damages for such delay.

### RIGHTS OF WAY

Rights-of-way or easements for work to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of rights-of-way or easements unless otherwise especially provided. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work to be constructed, then the Contractor shall have time for the completion of his contract for the period or periods caused by such delay or delays but shall have no damages against the local entity, its officers, agents or employees.

### PAYMENT

#### GENERAL

Attention is directed to Section 9, Payment, 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 plans.

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the 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 formal 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.

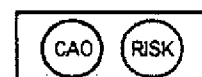
The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not be deemed complete unless all related documentation has been supplied and verified, and all related contract requirements have been satisfactorily met.

#### PROGRESS PAYMENTS

The Contractor may, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and 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 withheld 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 judgment of the Engineer, 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, 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.

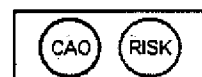
#### PAYMENT AFTER CONTRACT ACCEPTANCE

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, the Engineer shall file a Notice of Completion.

Final payment, including all sums withheld 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.



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**MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)****PART IV: SPECIAL PROVISIONS****GENERAL**

In general, the work consists of, but is not limited to, replacing ductwork, repairing duct work, installing galvanized steel standing seam roofs over ducting and air handling units, rebuilding air handling units AH-1a & AH-1b, scraping and grinding off rust, painting exterior sheet metal ducting, replacing a roof flashing beneath rooftop AHU8, and rebuilding exhaust duct hoods, for the purpose of creating a water-tight exterior air handling system with a long anticipated life in accordance with the Plans and these Specifications.

**PLANS AND SPECIFICATIONS**

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. 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 the specifications and plans. In case of conflict between the Standard Specifications, Standard Plans, and these Special Provisions and the Plans, the order of precedence shall be as follows:

Special Provisions shall take precedence over Plans and the Plans 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.

**CONTRACT BONDS**

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

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. For additional information, see Guarantees elsewhere in these specifications.

The Contractor, at the time of signing and executing any contract in excess of twenty-five thousand dollars (\$25,000), shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of one hundred percent (100%) of the amount of the contract in accordance with Public Contract Code §9550 et seq.

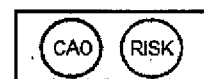
Please refer to Part III, Page 3 for sample bond forms.

The surety shall 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 must 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.

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 the contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the contract with his signature affixed thereto, required bonds or alternate security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to him.

The Contractor shall maintain the 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





performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount, including adjustments, or the original performance bond, whichever is greater.

### **TIME LIMITS**

Within fifteen (15) calendar days after written notice that a contract has been awarded (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Monterey Business License or evidence of application for said license.

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 **sixty (60) calendar days** from the effective date of the Notice to Proceed.

### **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. Construction parking permits are as follows for dashboard permits (commercial vehicles only):

**\$10 per vehicle/space per day (meter space):**

Cannery Row Area  
Wharf Area  
Waterfront Area  
Foam Street  
Scott/Oliver Streets

**\$5 per vehicle/space per day (non meter space):**

Lighthouse Avenue  
Downtown Area  
All other restricted/enforced area on-street.

Paper construction parking permits may be obtained at the Parking Division office, 340 Tyler Street, Monterey, CA 93940 (831.646.3953).

Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from the Building Permit and Inspection Division. Contractor shall provide a copy of the completed permit(s) to the Engineering Division no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived. Where applicable, the City shall submit permit applications.

### **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.



**SUBMITTALS**

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

**Submittal Format:**

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.
2. All submittals shall have a cover sheet containing the following:
  - a. Submittal date, submittal number and submittal revision number (as applicable),
  - b. City project name,
3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for which the submittal item pertains to.
4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.
5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

**Submittal Content and Product Data:**

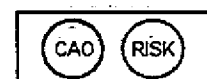
1. Contractor shall review and accept submittals prior to submission.
2. Submittals shall contain all required information such as shop drawings, product data, etc.
3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not considered sufficient.
4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.
5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

**CONSTRUCTION SURVEYS**

Construction surveys, when required, shall be provided by and paid for by the contractor and no additional compensation shall be made.

The Contractor shall preserve all stakes and points set for lines, grades, or measurement of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed.



## 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 Section 5-1.36, "Property and Facility Preservation", Section 7-1.05, "Indemnification", and Section 7-1.06, "Insurance" of the Standard Specifications.

## CONSTRUCTION QUALITY CONTROL

### Definitions

**Quality Management (QM)** - All control and assurance activities instituted to achieve the product quality established by the contract requirements.

**Contractor Quality Control (CQC)** - The construction contractor's system to manage, control, and document contractor's, suppliers', and subcontractor's activities to comply with contract requirements.

### Contractor Responsibility

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

### The Quality Control Plan

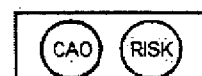
Quality Control Plans and Procedures.

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, QA/QC testing must be performed by the city by a Caltrans-certified lab.
6. Reporting procedures including proposed reporting formats.

### QC Plan Implementation

1. Preconstruction Conference. During the pre-construction conference, 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 conference 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.

2. **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.
3. **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.
  - a. **Tests and Inspections:**
    - Site Cleanliness
    - Visual Leak Inspection of All Ducting
    - Duct & Pipe Insulation
    - Water Leak Inspections
    - Electrical & Controls Operation
    - Scraping and Removal of Rust
    - Priming / Painting
  - b. **Materials and Materials Certification:**
    - Solid Ducting
    - Sheet Metal
    - Insulation
    - Hangers and Duct Straps
    - Duct Sealant
    - Paint
  - c. **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 accepting daily reports for the period of time payment is requested.
4. **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.
5. **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.
6. **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.

## **GUARANTEE**

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warranties. Any materials installed in Army Buildings (with City of Monterey approval) shall issue warranty (if exists) to the United States Army prior to formal



acceptance of work, and deliver to the City of Monterey, Engineering Division Office.

### **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. Nothing in the Plans and Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

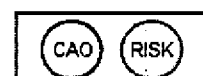
1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
2. Monterey City Code, as amended,
3. California Building Code, latest edition as adopted by the City of Monterey (2013 Edition),
4. California Electrical Code, latest edition as adopted by the City of Monterey (2013 Edition),
5. California Mechanical Code, latest edition as adopted by the City of Monterey (2013 Edition),
6. California Plumbing Code, latest edition as adopted by the City of Monterey (2013 Edition),
7. California Green Building Standards Code, latest edition as adopted by the City of Monterey,
8. California Historic Building Code, latest edition as adopted by the City of Monterey,
9. California Occupational Safety and Health Administrative Code, latest edition,
10. California Government Code Section 4216, Protection of Underground Infrastructure,
11. National Fire Protection Associations NFPA 1 Fire Code, latest edition,
12. The California Labor Code,
13. Federal Water Pollution Control Act (Clean Water Act), and,
14. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).

### **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 7-1.03 "Public Convenience" and 7-1.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

### **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 court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any



work or activities of Contractor (or Contractor's contractors or subcontractors, if 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.

### INSURANCE

Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and **Employers' Liability** insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the Entity as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

5. **Surety Bonds** as described in Part III.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.



**SELF-INSURED RETENTIONS**

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. **The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.**

**OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13** as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

**CLAIMS MADE POLICIES –**

If any coverage required is written on a claims-made coverage form:

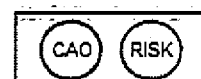
1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

**WAIVER OF SUBROGATION**

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a**



**waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

### VERIFICATION OF COVERAGE

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

### SUBCONTRACTORS

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20-38 04 13.

### SPECIAL RISKS OR CIRCUMSTANCES

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

### PRE-CONSTRUCTION CONFERENCE

Prior to the beginning of any work on this project, a pre-construction conference shall be held at the City's Engineering Division Office, City Hall, Monterey, CA. The date and time of this conference shall be established by the Contractor contacting that office at 831-646-3997 not less than forty-eight (48) hours in advance of the meeting date and time.

An itemized list of materials and equipment the Contractor proposes to use on the project shall be submitted to the City prior to or during the preconstruction conference.

A preliminary project timeline shall be submitted to the City prior to or during the preconstruction conference.

### LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, 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 **\$1,200 (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 parts 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 the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, 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.

### **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. Any interruption shall be prearranged with the Engineer.
2. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots. Contractor's access to the job shall be through the back gate along Del Monte Avenue. Parking for up to two vehicles will be allowed. Additional contractor vehicles shall be parked in the adjacent parking garage at no charge, or street parking at the contractor's expense.
3. Minimizing any hazard to the general public.
4. Proper handling of hazardous materials.
5. All work will occur between 7 am and 7 pm unless otherwise approved in writing. There shall be no work on weekends, City's recognized holidays. A list of City's recognized holidays is available upon request.
6. The building will be fully operational during construction. Construction crew will not be allowed inside the building unless approved by the Engineer.
7. The Contractor shall provide own restroom facilities to be staged in the rear loading dock inside the gate at Del Monte Avenue.
8. The Contractor shall schedule all shut downs of air handling units in advance with the engineer, and may not take more than one air handling unit off line at a time.
9. The Contractor shall be responsible for protecting the existing Monterey sports center roof prior to beginning construction. The contractor's roof protection plan shall include protecting walk ways by laying out walking strips, protecting all material staging areas, by paying down tarps and plywood, protecting the areas around the air handlers while working to prevent damage, and ensuring that no sharp objects such as screws, metal shavings, or metal slivers, fall on, puncture, or are left on the roof membrane. All roof protection shall be installed, to the satisfaction of the City. All damage to the roof shall be repaired in accordance with the roofing manufacturer's instructions.

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

### **TRAFFIC CONTROL**

Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.



Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval prior to construction and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Engineering Division Office (831) 646-3921 a minimum of three (3) business days in advance as to proposed closures and alternate routes available.

The following shall be incorporated into the Traffic Control Plan:

1. Two (2) travel lanes shall be open during non-working hours.
2. At least one (1) travel lane shall remain open during working hours. Flag persons or other appropriate traffic control devices as approved by the Engineer shall be used during periods of one-way travel.
3. 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.
4. No trench shall be left open during non-working hours.
5. Parking restrictions will be acceptable when and where needed. (All require prior approval of the Engineer).

The following requirements apply to Traffic Control Plans:

1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at: <http://www.dot.ca.gov/hq/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf>
2. The contractor shall submit a TCP using legible lettering. Show location and dimensions of the work zone, lanes, tapers, parking and any staging areas.
3. Label streets and proposed traffic control area. Show all nearby streets with street names to assure proper orientation.
4. Show all affected sidewalks, crosswalks, bike lanes, driveways and intersections in the construction work zone including areas affected by taper transition.
5. If a sidewalk or path is obstructed, contractor must then submit an ADA compliant pedestrian detour plan in accordance with the CA MUTCD chapter 6D and the Public Rights-of-Way Accessibility Guidelines (PROWAG). Please refer to: <http://dot.ca.gov/hq/traffops/engineering/control-devices/pdf/PedBrochure.pdf>
6. Label all taper lengths and widths, delineator spacing and sign spacing. Indicate location of construction signs, barricades and delineators.
7. Show all parking restriction zones and signs, as appropriate. Telephone the Parking Division Office (831.646.3953) if restricting parking in time-limit or metered zones. Temporary "NO PARKING" signs shall be posted seventy-two (72) hours prior to commencing work.
8. Indicate on the TCP the duration of the construction work, including dates and times.
9. Indicate on the TCP the Contractor's name, address and telephone number. Include the Contractor's during and after-hours Representative's contact information (name, telephone number).
10. It is the Contractor's responsibility to assure that all Traffic Control Plans (TCP) and traffic control devices are in compliance with the 2014 CA MUTCD as adopted by Caltrans.



Traffic Control Plans shall contain the following notes:

1. Minimum width of temporary traffic lanes is ten (10) feet clear (from delineator or cone base, not center).
2. The City Traffic Engineer or his representative has the authority to make any field changes to assure public safety.
3. All traffic control devices shall be removed from view when not in use. Signs shall not be facing traffic when not in use.
4. Spacing of channelizing devices shall not exceed twenty-five (25) feet.
5. Any road closure also requires notification be provided to the City of Monterey Fire Department and Police Department. Notifications may be made at the non-emergency telephone number, 831.646.3914.
6. All temporary traffic delineation (delineators and cones) used shall be a minimum of twenty-four (24) inches tall. Retroreflective bands are required for night time traffic.
7. Any work that disturbs normal traffic signal operations shall be coordinated with the Signal Traffic Technician.
8. The Contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, signs and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersections or road segments.
9. Any work that created an undue safety risk or creates severe congestion may be shut down by the City Traffic Engineer, his representative, Field Inspector or Police Department personnel.

The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Engineer shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Engineer, the City may furnish and install same and charge the Contractor therefor.

The Contractor shall, at his own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the Engineer for the proper execution of the work.

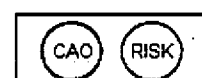
The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

#### **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 the plans, specifications, and as required by the Engineer.

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

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Engineer for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.



**UNDERGROUND UTILITIES**

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the new construction. The Plans show the approximate location of underground facilities in the project area as they have been provided to the City. Repair of damage to any utility line shown on the Plans with reasonable accuracy shall be made at the Contractor's expense. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

**UTILITY COMPANY COORDINATION**

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

**CONTRACT PLANS AND SPECIFICATIONS**

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 record (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.

**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 14-9, "Air Quality", of the Standard Specifications.

**CONNECTION TO EXISTING UTILITIES**

The City shall permit the Contractor to use available existing utilities at the City's expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

**SANITARY FACILITIES**

Contractor may provide his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Engineer. Existing City-owned sanitary facilities may be used.

**INSPECTION OF WORK**

It is the responsibility of the contractor to call for all required inspections within the required time lines. The City of Monterey reserves the right to perform random inspections at any time.

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.

Whenever 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.



## **RECORD DRAWINGS**

A set of marked-up prints, clear, legible, and made with standard drafting tools and indicating all changes, added work, and deviations from the design and reflecting the record (As-Built) condition of the work must be received before the work is considered complete. Existing utilities exposed during construction are to be located, including invert or top elevation, and shown on the Record (As-Built) drawings.

The Record (As-Built) Drawings shall be completed for the Engineer's acceptance before final payment and Notice of Completion on this contract will be made.

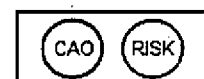
## **ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS**

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. Additionally, City Code Chapter 31.5 Storm Water Management Section 31.5-12. Prohibition of Illegal Discharges, states:

*"No person or entity shall discharge or cause to be discharged into the municipal Storm Drain System or waters of the state 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..."*

Regardless of project size, the Contractor shall submit a site-specific Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to start of work. The Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Monterey Municipal Code Chapter 31.5 Storm Water Management, and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage, handling, and waste management, and similar pollution prevention measures to prevent dumping or illegal discharges during construction into the street and/or storm drain system. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify City Public Works staff;
- Minimization of site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;
- Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily and/or permanently ceased;
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar construction-related material or waste shall occur on or into public rights of way, private streets, or into the City's storm water system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an immediate threat to water quality exists, or if not immediate, at the end of the current work shift or workday in which the deposit occurred, whichever comes first;
- No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind;



- Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site;
- No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers; 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, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

Best management practices (BMPs) are required to be illustrated in construction Plans and employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, U.S. EPA *Construction BMP Database and Factsheets*, *Caltrans Storm Water Quality Manuals and Handbooks*, 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.

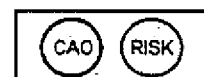
Activities to be performed by Contractor include, but are not limited to:

- Development and submittal of an Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to construction start.
- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
  - Inlet protections and perimeter controls;
  - Vehicle entry and exist locations;
  - Vehicle parking and storage areas;
  - Disturbed areas of the construction site,
  - Areas that have not been finally stabilized,
  - Areas used for storage of materials that are exposed to wind or precipitation,
  - Equipment and staging areas that are exposed to wind or precipitation; and,
  - All waste storage and handling devices and areas.

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

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as 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 and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in



violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup and improved BMP protection measures.

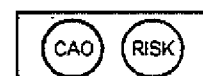
- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include clearing, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by the Contractor through a Notice of Intent (NOI) to the SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall develop and supply the City with NOI and associated Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented. All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), and supplied to the City for review and comment. Additional CGP information can be found at the State Water Resources Control Board CGP website: [http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml)

Construction site storm water management and control measures shall be implemented year-round regardless of "season." All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

In addition to inspections performed by the City, the City's Environmental Compliance Division representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The City shall provide copies of the completed site monitoring reports to the Contractor. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.



**MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)****TECHNICAL SPECIFICATIONS****DUCTWORK**

Ductwork and galvanized steel sheet metal accessories shall comply with NFPA, SMACNA, NAIMA and ASHRAE standards.

The Contractor shall notify the Engineer of any conflicts between the referenced specifications. The Engineer shall provide a resolution of said conflict as appropriate for the project.

- A. Galvanized steel shall be manufactured in conformance with ASTM A123 / A123M – 09 and F1005 - 91(2007). Gauges of metal and selected reinforcement shall be in accordance with SMACNA for 2" W.C. positive or negative pressure for duct size shown on plans. The finished duct system shall meet the requirements of NFPA 90A and 90B
- B. Ductwork Joints
1. All duct joints shall be made using 20ga Galvanized Steel flange connection or approved equal installed a minimum of every 5ft on center.
  2. Duct joint shall meet SMACNA Class "J" transverse joint specifications.
  3. Corner clips shall be manufactured from a minimum of 16ga galvanized steel.
  4. Duct flange joint shall have interfacing butting flanges with sealant that slips over duct edge. Flange shall be screwed to the duct at the corners and at minimum of every 12". Sealant shall be 440 butyl or approved equal.
  5. All flange joints shall have gasket tape installed in center of duct flange. Corners shall have an additional layer of gasket flange material, and all gasket ends shall overlap a minimum of every 3/8".
  6. All duct joints shall be thoroughly inspected for leaks prior to insulating by looking for light passing through. Any pinhole leaks shall be sealed from the inside with sikaflex®-201US polyurethane sealant or approved equal.
- C. Turning Vanes
1. Install turning vanes in all mitered elbows in all ducts so that tips are parallel with sides of duct.
  2. Turning vanes shall be foil shaped and shall be constructed from galvanized steel.
- D. Hangers & Supports
- Securely fasten all duct work to the building construction by means of hangers, supports, guides, anchors and sway braces to maintain duct alignment to prevent sagging and to prevent noise and excessive strain on ductwork due to movement.
1. Maximum spacing between hangers or supports shall not exceed eight (8) feet for rigid duct or 5 ft for flex duct.
  2. Adequately mount and anchor all material and equipment as required by the building code. Include lateral bracing as required to prevent horizontal seismic movement.
  3. Do not support ductwork from other pieces of equipment.
  4. Hangers and supports shall conform to SMACNA sections "Hangers and Supports".

**DUCT BIRD SCREEN**

Any exhaust or makeup air duct open to the outside shall be covered with bird screen. The bird screen shall be 14gage, 1/2" maximum opening, stainless steel wire mesh in stainless steel frame, and shall be securely fixed to the duct opening.

**DUCT INSULATION**

Fabrication and installation shall conform to manufacturer's recommendations and to the requirements of the latest edition of North American Insulation Manufacturers Association (NAIMA) Fibrous Glass Duct Liner Standards, hereinafter referred to as NAIMA FGDLs, and/or Sheet Metal and Air Conditioning Contractors National Association (SMACNA) Standard, HVAC Duct Construction Standards – Metal and Flexible, hereinafter referred to





as SMACNA HVAC DCS. All portions of duct designated to receive duct liner shall be completely covered with duct liner.

- A. Duct liner insulation materials shall meet the requirements of the following: American Society for Testing and Materials specifications:
  - a. ASTM C 1071, Standard Specification for Thermal and Acoustical Insulation (Glass Fiber, Duct Lining Material).
  - b. ASTM G 21, Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi (fungi resistance section only).
  - c. ASTM G 22, Practice for Determining Resistance of Plastics to Bacteria (bacteria resistance section only).
- B. Metal air duct systems shall be internally insulated with 1.5" thick faced fiberglass insulation. Fiberglass insulation shall be permanently fixed to the interior surface of the duct. Insulation shall have an R value of no less than 8.0, and shall be rated for air velocities of up to 6000ft/min.
- C. Acceptable Manufactures: Owens/Corning Quiet R Textile Duct Liner, or equivalent from Johns-Manville Permacote® Linacoustic® R-300, Armstrong, Knauf.
- D. Duct Liner shall be cut to assure overlapped and compressed longitudinal corner joints.
- E. Duct Liner shall be cut to assure tight, over-lapped corner joints. The top pieces of liner board shall be supported at the edges by the side pieces.
- F. Metal nosing shall be used any time an edge is exposed, or any time duct liner is preceded by unlined surface.
- G. Duct liner shall be adhered to the sheet metal with 90% coverage of adhesive complying with requirements of ASTM C 916. All exposed leading edges and transverse joints shall be factory coated or coated with adhesive during fabrication.
- H. Duct liner shall be additionally secured with mechanical fasteners, either weld-secured or impact-driven, which shall compress the duct liner sufficiently to hold it firmly in place. Adhesive bonded pins are not permitted due to long-term adhesive aging characteristics. Spacing of mechanical fasteners with respect to duct liner interior width shall be in accordance with SMACNA HVAC DCS. Maximum spacing for mechanical fasteners shall be as follows:
 

Velocity =	0 to 2,500 feet per minute (0 to 12.8 m/s):
From transverse end of liner -	3" (75mm) O.C. Min
Across width of duct -	12" (300mm) O.C. Min
From corners of duct -	4" (100mm) O.C. Min
Along length of duct -	18" (450mm) O.C. Min

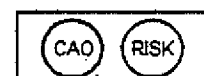
### **AIR HANDLING UNIT INSULATION**

The air handling unit insulation shall match the existing insulation in thickness, material type, and installation. If the intermediate space between the inner and outer walls of the air handling units are not insulated, the Contractor shall insert insulation when rebuilding the unit. Insulation shall be fitted snugly to all surfaces. Insulation batting fitted between vertical or horizontal regular paneling shall be cut between ¼" and 1" wider, taller and thicker than the natural available space to allow for minor compression on all sides eliminating any and all un-insulated space. All insulation gaps, holes, or penetrations shall be filled with insulation to the satisfaction of the engineer.

- A. Air handling unit insulation shall meet the requirements for mold resistance, and antibacterial properties:
  - a. UL 181
  - b. Greenguard Gold Certified
- B. The insulation shall have a resistance to thermal conductivity no less than R3/in in accordance with:
  - a. ASTM C177
- C. Acceptable Manufactures: Owens/Corning, Johns-Manville, Armacell, Armstrong, Knauf.

### **SEISMIC REQUIREMENTS**

- A. All HVAC equipment and machinery shall be anchored to withstand forces generated by earthquake motions. As a minimum, equipment and equipment frames shall be designed to withstand a force of 100% of the weight of the equipment and frame acting at its center of gravity. Anchorage of the equipment and/or frame to the structure shall be for the force of 4 times gravity also acting at the center of gravity.
- B. Ductwork connections to equipment shall be seismically braced per SMACNA "Seismic Restraint Manual:



Guidelines for Mechanical Systems." Contractor shall submit shop drawings with reference to SMACNA for all seismic restraints for the engineer's approval prior to installing.

- C. The seismic calculations shall be the responsibility of the Contractor.

## PAIN

All exterior steel duct and air handling surfaces shall be repainted. All new ducting shall be painted. The existing and new galvanized steel duct roof shall be painted. All top coat paint shall have a satin finish.

### A. PAIN:

#### 1. EXISTING PAINTED SURFACES

Existing painted ducting and air handling unit surfaces shall be coated with two coats of paint; one coat of direct-to-metal paint consisting of a mixture of rust-inhibiting primer, and one coat of latex or enamel exterior grade topcoat paint. The two coats of paint shall be different colors from one another with the top coat matching the existing paint color.

#### 2. EXISTING UNPAINTED NEW DUCTING AND UNPAINTED SURFACES

Existing unpainted new ducting and unpainted surfaces shall be coated with two coats of paint; one coat of rust-inhibiting primer, and one coat of latex or enamel exterior grade topcoat paint. The two coats of paint shall be different colors from one another to discern complete coverage.

### B. PREPARATION:

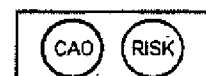
#### 1. EXISTING PAINTED SURFACES:

The contractor shall prepare existing painted surfaces by cleaning and removing all dust and oils from the existing surface. All loose paint, and existing rust shall be removed. All rusted areas shall be scraped, and wire-brushed to remove oxidized material. All exposed metal (rusted, and not rusted) shall be coated with a rust-inhibiting primer before painting.

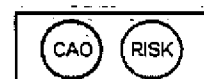
#### 2. NEW UNPAINTED DUCTING AND UNPAINTED SURFACES.

The contractor shall be sure to remove all oils and greases from the surface of new metal, galvanized steel, or existing unpainted surfaces. The surface shall be washed with a degreasing product manufactured for preparing metal for painting. The surface shall be allowed to dry and shall be inspected for grease prior to painting.

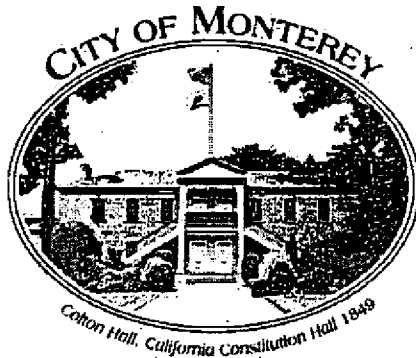
All paint shall be applied to the manufacturer's recommended thickness, application method, and recommended temperatures. No gaps, or holidays are allowed. Existing metal duct roof shall not be removed for access to paint the covered duct, however all visible and accessible exterior surfaces shall be painted. New ducting shall be painted before the metal standing seam roofing is installed. Then the metal standing seam roofing shall be painted.



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**APPENDIX A: BID PROPOSAL FORMS**



CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

**BID PROPOSAL COVER SHEET**

FOR

**MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)**

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	_____
2. Proposal and Bid Schedule	_____
3. Bid Bond	_____
4. Declaration of Bidder	_____
5. Acknowledgement of Addenda (if applicable)	_____
6. Bidder's Statement of Qualifications	_____
7. Subcontractor's List	_____
8. Noncollusion Declaration	_____
9. Debarment and Suspension Certification	_____
10. Certification of Good-Faith Effort (Prime)	_____
11. Certification of Workers' Compensation Insurance	_____

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

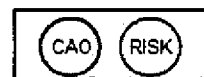
The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

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

Company Name

Signature

Date



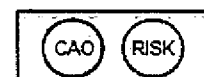
**MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)****CITY OF MONTEREY****PROPOSAL**

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 Plans and Specifications 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 Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

**BID SCHEDULE**

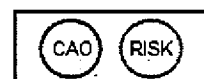
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Environmental /Pollution Prevention	1	LS		
3	Air Handling Unit (AHU) 1	1	LS		
4	AHU 2	1	LS		
5	AHU 3	1	LS		
6	AHU 4	1	LS		
7	AHU 5	1	LS		
8	AHU 6	1	LS		
9	AHU 7	1	LS		
10	AHU 8	1	LS		
11	AH-1a Gymnasium Refurbishment	1	LS		
12	AH-1b Gymnasium Refurbishment	1	LS		
13	AH-1a & AH-1b Insulation	100	SF		
14	Gymnasium Exhaust Hood	1	LS		
15	AH-1a & AH-1b Gymnasium Duct Repairs	1	LS		
16	Record Drawings	1	LS		



TOTAL BID (ITEMS 1 THROUGH 16) (In Words)	(In Figures)
<hr/> <hr/>	\$

**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Bid (Items 1 through 16).



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the City of Monterey ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)**

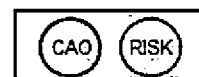
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

**[CONTINUED NEXT PAGE]**



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agents or representatives.

\_\_\_\_\_  
**(Bidder/Principal Name)**

By: \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Typed or Printed Name)

Title: \_\_\_\_\_

**(Attach Notary Public Acknowledgement of Principal's Signature)**

\_\_\_\_\_  
**(Surety Name)**

By: \_\_\_\_\_  
 (Signature of Attorney-In-Fact for Surety)

\_\_\_\_\_  
 (Typed or Printed Name of Attorney-In-Fact)

**(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)**

**Contact name, address, telephone number and email address for notices to the Surety**

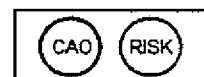
\_\_\_\_\_  
 (Contact Name)

\_\_\_\_\_  
 (Street Address)

\_\_\_\_\_  
 (City, State & Zip Code)

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
 Telephone Fax

\_\_\_\_\_  
 (Email address)





**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: \_\_\_\_\_

In accordance with California Labor Code's Public Works laws (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: \_\_\_\_\_

**THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN**

\_\_\_\_\_ COUNTY, CALIFORNIA, ON \_\_\_\_\_, 201\_\_\_\_\_.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

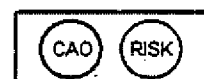
Email: \_\_\_\_\_

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

**FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**

\_\_\_\_\_  
Signature

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



**ACKNOWLEDGEMENT OF ADDENDA**

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. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

\_\_\_\_\_

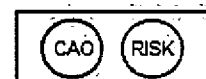
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**BIDDER'S STATEMENT OF QUALIFICATIONS**

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

<b>Project Name</b>	<b>Owner Name</b>	<b>Address</b>	<b>Telephone Number/Email</b>	<b>Contact Name</b>



**SUB-CONTRACTOR'S LIST**

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of 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:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work



**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

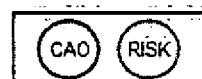
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 bid price, or of that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

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



**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, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification 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 \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

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



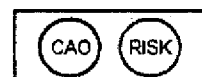
**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor – To be Submitted with Bid)**

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





**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

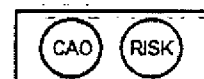
c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

3. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)



**APPENDIX B: HAZARDOUS MATERIALS TESTING RESULTS AND CLEARANCE**



### CHAIN OF CUSTODY

EMC Labs, Inc.  
 9830 S. 51<sup>ST</sup> St., Ste B-109  
 Phoenix, AZ 85044  
 (800) 362-3373 Fax (480) 893-1726

LAB#:	167690
TAT:	1 day
Rec'd:	MAR 10 AM

COMPANY NAME: M3 Environmental Cons.  
9821 Blue Larkspur Ln, Ste 100  
Monterey, CA 93940  
 CONTACT: Alex Superko  
 Phone/Fax: (831) 917-0797 / (831) 649-4623  
 Email: Alex@m3environmental.com

BILL TO: \_\_\_\_\_  
 (If Different Location)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Now Accepting: **VISA - MASTERCARD** Price Quoted: \$ \_\_\_\_\_ / Sample \$ \_\_\_\_\_ / Layers

**COMPLETE ITEMS 1-4:** (Failure to complete any items may cause a delay in processing or analyzing your samples)

- TURNAROUND TIME:** [4hr rush] [8hr rush] **(1-Day)** [2-Day] [3-Day] [5-Day] [6-10 Day]  
\*\*\*Prior confirmation of turnaround time is required  
 \*\*\*Additional charges for rush analysis (please call marketing department for pricing details)  
 \*\*\*Laboratory analysis may be subject to delay if credit terms are not met
- TYPE OF ANALYSIS:** [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]
- DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]  
(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: <u>City of Monterey - Sports Center Air Handlers - Ltd. ACM/Pb</u>						
P.O. Number: _____			Project Number: <u>16129.0 - T1</u>			
EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS ON OFF FLOW RATE	
1	1A			Y N		
2	2A			Y N		
3	3A			Y N		
4	4A		<b>M3</b> Please See Attached Log ACM (4) ENVIRONMENTAL CONSULTING LLC P/D 2	Y N		
		3/9/16		Y N		
				Y N		
				Y N		
				Y N		
				Y N		
				Y N		
				Y N		
				Y N		
				Y N		

**SPECIAL INSTRUCTIONS:** \_\_\_\_\_

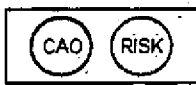
Sample Collector: (Print) Alex Superko (Signature) Alex Superko

Relinquished by: Alex Superko Date/Time: 3/9/16 Received by: Diana Federico Date/Time: 3/10/16

Relinquished by: Diana Federico Date/Time: 3/10/16 Received by: [Signature] Date/Time: 3-10-16

Relinquished by: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Received by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\*\* In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.



74760

### Asbestos Bulk Sampling Log



ENVIRONMENTAL CONSULTING LLC

Client: City of Monterey  
 Project Name: Ltd. ACM  
 Site Address: Monterey Sports Center  
 Building:   
 Project No.: 16128.0 - T1

Sample Date: 3/9/16  
 Inspector: Alex Superko  
 CAC No.   
 SST No. 13-5082

Sample No.	Building / Floor	Area No.	Area Name	Material Description	Estimated Quantity			Notes
					SF	LF	EA	
1A	Roof		Air handler # 8	Grey air handler seam mastic				
2A			↓	Black air handler footing mastic				
3A			Air handler # 7	Vibration cloth				
4A			Air handler # 8	Black air handler seam mastic				

CAO RISK

Exhibit A



9830 South 51<sup>st</sup> Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726  
emciab@emciabs.com

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

<b>EMC LAB #:</b> L59064		<b>DATE RECEIVED:</b> 03/10/16			
<b>CLIENT:</b> M3 Environmental Cons.		<b>REPORT DATE:</b> 03/11/16			
<b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln., Ste. 100 Monterey, CA 93940		<b>DATE OF ANALYSIS:</b> 03/11/16			
<b>PROJECT NAME:</b> City of Monterey – Ltd. ACM/Pb Monterey Sports Center		<b>P.O. NO.:</b> 16129.0 – T1			
EMC # L59064-	SAMPLE DATE /16	CLIENT SAMPLE #	DESCRIPTION	REPORTING LIMIT (%Pb by weight)	%Pb BY WEIGHT
1	03/09	L1	Beige/ Metal/ Air Handler #8/ Roof	0.010	BRL
2	03/09	L2	Beige/ Metal/ Air Handler #7/ Roof	0.019	BRL

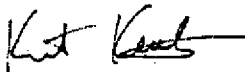
\* = Dilution Factor Changed    \* = Excessive Substrate May Bias Sample Results    BRL = Below Reportable Limits    # = Very Small Amount Of Sample Submitted, May Affect Result

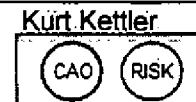
This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

Where it is noted that a sample with excessive substrate was submitted for laboratory analysis, such analysis may be biased. The lead content of such sample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the accuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such situations to verify original laboratory results.

These reports are for the exclusive use of the addressed client and are rendered upon the condition that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. Samples not destroyed in testing are retained a maximum of sixty (60) days.

**ANALYST:**   
Jason Thompson

**QA COORDINATOR:**   
Kurt Kettler



### CHAIN OF CUSTODY

EMC Labs, Inc.  
 9830 S. 51<sup>ST</sup> St., Ste B-109  
 Phoenix, AZ 85044  
 (800) 362-3373 Fax (480) 893-1726

LAB#:	259064
TAT:	1 day
Rec'd:	3/10/16

COMPANY NAME: M3 Environmental Cons.  
9821 Blue Larkspur Ln, Ste 100  
Monterey, CA 93940  
 CONTACT: Alex Superko  
 Phone/Fax: (831) 917-0797 / (831) 849-4623  
 Email: Alex@m3environmental.com

BILL TO: \_\_\_\_\_  
 (if Different Location)  
 \_\_\_\_\_  
 \_\_\_\_\_

Now Accepting: **VISA - MASTERCARD** Price Quoted: \$ \_\_\_\_\_ / Sample \$ \_\_\_\_\_ / Layers

**COMPLETE ITEMS 1-4:** (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. **TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

\*\*\*Prior confirmation of turnaround time is required

\*\*\*Additional charges for rush analysis (please call marketing department for pricing details)

\*\*\*Laboratory analysis may be subject to delay if credit terms are not met

2. **TYPE OF ANALYSIS:** [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]

3. **DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]

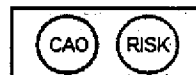
(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: <u>City of Monterey - Sports Center Air Handlers - Ltd. ACM/Pb</u>						
P.O. Number: _____		Project Number: <u>16129.0--T1</u>				
EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	OK	OFF FLOW RATE
1	L1			Y N		
2	L2			Y N		
	<b>M3</b> Please See Attached Log			Y N		
	AGM	4		Y N		
	Pb			Y N		
		3/9/16		Y N		
				Y N		
				Y N		
				Y N		
				Y N		
				Y N		
				Y N		
				Y N		

**SPECIAL INSTRUCTIONS:**

Sample Collector: (Print) Alex Superko (Signature) [Signature]  
 Relinquished by: [Signature] Date/Time: 3/9/16 Received by: [Signature] Date/Time: 3/10/16  
 Relinquished by: [Signature] Date/Time: 3/10/16 Received by: [Signature] Date/Time: 3/10/16  
 Relinquished by: \_\_\_\_\_ Date/Time \_\_\_\_\_ Received by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\*\* In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.



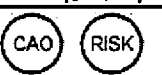


Lead Bulk Sampling Log

Client: City of Monterey  
Project Name: Ltd. ACM/Pb  
Site Address: Monterey Sports Center  
Building:  
Project No.: 16129.0 - T1

Sample Date: 3/9/18  
Inspector: Alex Superko  
CDPH No. 25105

Sample No.	Color	Substrate	Building Component	Sample Location (inside/outside)	Notes
L1	Beige	metal	Air handler #8	Roof	
L2	Beige	metal	Air handler #7		



259064  
Exhibit A

**EMC LABS, INC.**

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726


Laboratory Report  
**0167690**

**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONS.	Job# / P.O. #:	16129.0 T1
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	03/10/2016
	MONTEREY CA 93940	Date Analyzed:	03/11/2016
Collected:	03/09/2016	Date Reported:	03/11/2016
Project Name:	CITY OF MONTEREY	EPA Method:	EPA 600/R-93/116
Address:	SPORTS CENTER AIR HANDLERS-LTD	Submitted By:	ALEX SUPERKO
	ACM/PB	Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0167690-001 1A	ROOF-AIR HANDLER #8	Seam Mastic, Gray	No	None Detected	Synthetic Fiber 10% Gypsum Binder/Filler 90%
0167690-002 2A	ROOF-AIR HANDLER #8	Footing Mastic, Black	No	None Detected	Cellulose Fiber 15% Gypsum Carbonates Binder/Filler 85%
0167690-003 3A	ROOF-AIR HANDLER #7	Vibration Cloth, Black/White	No	None Detected	Fibrous Glass 30% Cellulose Fiber 5% Gypsum Carbonates Binder/Filler 65%
0167690-004 4A	ROOF-AIR HANDLER #8	Seam Mastic, Black	No	None Detected	Cellulose Fiber 10% Gypsum Carbonates Binder/Filler 90%



Analyst - Paul Hofer



Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the quality of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-blake organically bound materials.



# MONTEREY SPORTS CENTER HVAC REPAIR

THESE PLANS SHALL BE USED IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS

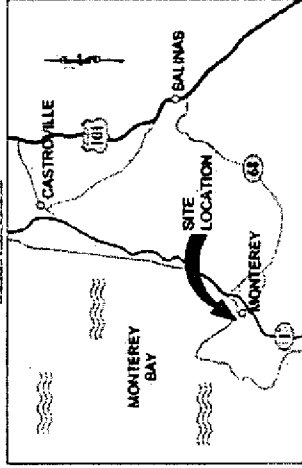
### SCOPE OF WORK

THE WORK IN GENERAL, CONSISTS OF REPAIRING SHEET METAL DUCTING, REPLACING DUCTING, REPLACING AN EXHAUST HOOD, REPLACING THE EXTERIOR WALLS AND ROOF OF THE AIR HANDLERS AS-BUILT AND AS-BUILT WITH 16 GA. GALVANIZED STEEL SHEETING, AND INSTALLING A GALVANIZED STEEL EXHAUST DUCT ROOF OVER THE EXISTING DUCT WORK AS SHOWN ON THESE PLANS AND DESCRIBED IN THE SPECIFICATIONS.

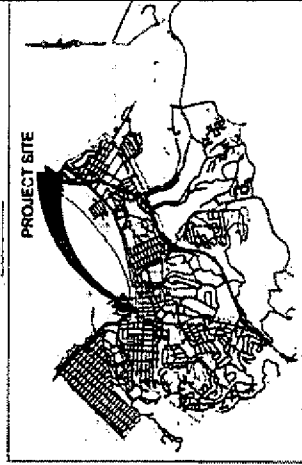
### GENERAL NOTES

- THE EXISTING FACILITIES INDICATED ON THESE PLANS ARE DESIGNATED AS CLOSELY AS POSSIBLE TO REPRESENT EXISTING CONDITIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY CONDITIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING FACILITIES TO BE JOINED AND/OR MATCHED PRIOR TO BEGINNING OF WORK.
- EXCEPT AS OTHERWISE SPECIFIED, ALL WORK AND MATERIALS SHALL COMPLY TO, AND BE IN ACCORDANCE WITH, THE APPLICABLE PROVISIONS OF THE CITY OF MONTEREY ADOPTED CODES, THESE PLANS, AND THE CONTRACT SPECIFICATIONS.
- IN THE EVENT OF ANY CONFLICT OF INFORMATION BETWEEN THE PLANS AND THE SPECIFICATIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE INTENT FOR A CONSIDERABLE AND FUNCTIONAL FACILITY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING, UPON WHICH THE ENGINEER SHALL RESOLVE THE CONFLICT. THE CONTRACTOR SHALL BEAR FULL COST AND RESPONSIBILITY FOR WORK AFFECTED BY SUCH UNRESOLVED CONFLICTS AND PERFORMED BY THE CONTRACTOR PRIOR TO THE RESOLUTION BY THE ENGINEER.
- THE CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY EXISTING TREES, LANDSCAPE, UTILITIES AND/OR SURFACE IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, AND SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGES INCURRED TO SUCH AREAS STILL UNDER CONSTRUCTION.
- ALL WORK SHALL BE SCHEDULED AND COORDINATED BY THE CONTRACTOR WITH THE CONSTRUCTION ACTIVITIES OF ANY OTHER CONTRACTORS WORKING IN THE AREA.
- THE CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS INCLUDING THE SAFETY OF PERSONS AND PROPERTY DURING CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY AND THE CITY EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE CITY EMPLOYEES.
- THE CONTRACTOR SHALL FURNISH AND INSTALL ALL MATERIALS, EQUIPMENT, LABOR AND INCIDENTALS FOR THE PROJECT EXCEPT AS SHOWN IN COLOR BY OTHERS NOT IN THE CONTRACT OR BY OTHERS OR CITY FURNISHED MATERIAL.
- ALL MATERIALS TO BE USED ON SITE SHALL BE SUBMITTED TO THE ENGINEER AND ALL SUBMITTALS SHALL BE APPROVED BY THE ENGINEER PRIOR TO THE MATERIALS ARRIVING ON SITE. ANY MATERIALS NOT APPROVED BY THE ENGINEER SHALL BE IMMEDIATELY REMOVED FROM THE JOB SITE.
- CONTRACTOR SHALL COORDINATE WORK SCHEDULES WITH THE ENGINEER PRIOR TO THE EXECUTION OF WORK. NORMAL WORK SCHEDULE IS FROM 8:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY, EXCEPT FOR FEDERAL HOLIDAYS. WEEKEND & AFTER HOUR WORK IS PERMITTED SUBJECT TO THE APPROVAL OF THE ENGINEER.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL ENSURE THAT ALL EXISTING FACILITIES, STRUCTURES, EQUIPMENT AND VEGETATION ARE PROTECTED. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES TO EXISTING STRUCTURES CREATED AS A RESULT OF THE EXECUTION OF THIS PROJECT, AND ALL REPAIRS SHALL BE EQUAL OR BETTER THAN EXISTING AND SUBJECT TO ACCEPTANCE OF THE ENGINEER.
- THE ENGINEER MUST APPROVE ANY AND ALL MODIFICATIONS TO EXISTING PLANS PRIOR TO EXECUTION OF WORK.
- CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT WORK AREA DURING CONSTRUCTION. CONTRACTOR SHALL ENSURE THAT WORK AREA IS CLEAN AT THE END OF EACH DAY.
- THE CONTRACTOR MAY ACCESS THE WORK THROUGH THE REAR DRIVEWAY LOCATED ON DEL MONTE AVENUE. PARKING FOR UP TO TWO VEHICLES WILL BE PROVIDED AT THE REAR DRIVEWAY.
- MONTEREY SPORTS CENTER WILL BE FULLY OPERATIONAL DURING CONSTRUCTION. CONTRACTOR PERSONNEL MAY NOT LOITER INSIDE THE MONTEREY SPORTS CENTER. IF NECESSARY FOR CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE BUILDING ACCESS WITH THE PROMISEE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR RE-MEASURING ALL DIMENSIONS AND MAY NOT RELY SOLELY ON THE MEASUREMENTS PROVIDED HEREIN. MONTEREY SPORTS CENTER AS-BUILT PLANS WILL BE MADE AVAILABLE AT THE REQUEST OF THE CONTRACTOR.

LOCATION MAP



SITE MAP



### SHEET INDEX

SHEET NO.	ISSUANCE NO.	SHEET CONTENTS
1	T1	COVER SHEET
2	M1.1	LEGEND AND OBSERVATIONS
3	M1.2	Mechanical Shop Plan
4	M1.1	PLAN
5	M1.2	PLAN
6	M1.3	PLAN
7	M1.4	PLAN
8	M1.5	PLAN
9	M1.6	PLAN
10	M1.7	PLAN
11	M1.8	PLAN
12	M2.1	ARCH. & MECH. PLAN VIEW
13	M2.2	ARCH. & MECH. ELEVATIONS
14	M3	DUCT DETAILS
15	M3.1	EXHAUST HOOD DETAILS

CAO RISK

**CITY OF MONTEREY**  
DEPARTMENT OF PLANS AND PUBLIC WORKS  
580 PACIFIC STREET, MONTEREY, CA 93940  
TEL: 831.948.3821 | WEBSITE: WWW.MONTEREY.ORG

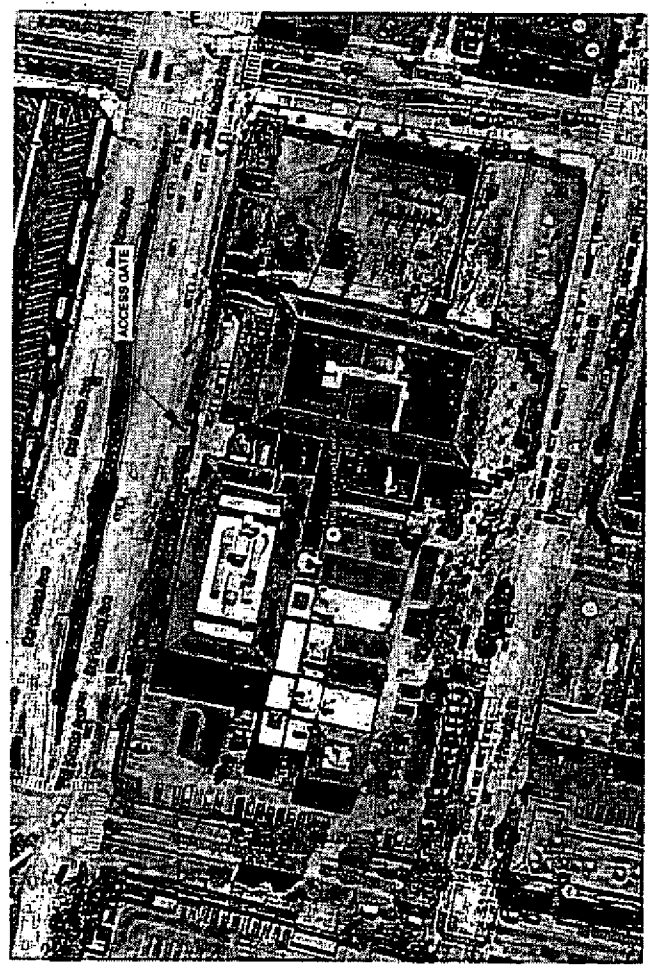
**MONTEREY SPORTS CENTER HVAC REPAIR**  
COVER SHEET  
318 FRANKLIN STREET, MONTEREY  
93940

DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_  
SHEET NO.: \_\_\_\_\_

SCALE: \_\_\_\_\_

**SITE MAP**



**LEGEND**

- Return Duct Turn Down
- Return Duct Turn Down
- Supply Duct Turn Down
- Return Duct Turn Up
- Supply Duct Turn Up
- Air Damper
- IR DUCT
- IN DUCT
- BRD SCREEN
- CONCRETE
- INSULATION
- PHOTO ORIENTATION

**LINE TYPE AND HATCHING LEGEND**

ABBREVIATIONS	DESCRIPTION
1	120V
2	240V
3	3-Phase
4	4-Phase
5	5-Phase
6	6-Phase
7	7-Phase
8	8-Phase
9	9-Phase
10	10-Phase
11	11-Phase
12	12-Phase
13	13-Phase
14	14-Phase
15	15-Phase
16	16-Phase
17	17-Phase
18	18-Phase
19	19-Phase
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88	88-Phase
89	89-Phase
90	90-Phase
91	91-Phase
92	92-Phase
93	93-Phase
94	94-Phase
95	95-Phase
96	96-Phase
97	97-Phase
98	98-Phase
99	99-Phase
100	100-Phase

**MONTEREY SPORTS CENTER HVAC REPAIR**

**LEGEND AND ABBREVIATIONS**

DATE: 11/11/06

**M0.1**

**CITY OF MONTEREY**

**DEPARTMENT OF PLANS AND PUBLIC WORKS**

850 PACIFIC STREET, MONTEREY, CA 93940

TEL: 831 448 3321 WEBSITE: WWW.MONTEREY.ORG

REVISIONS:

NO.	DATE	DESCRIPTION
-----	------	-------------

DESIGNED BY: [Signature]

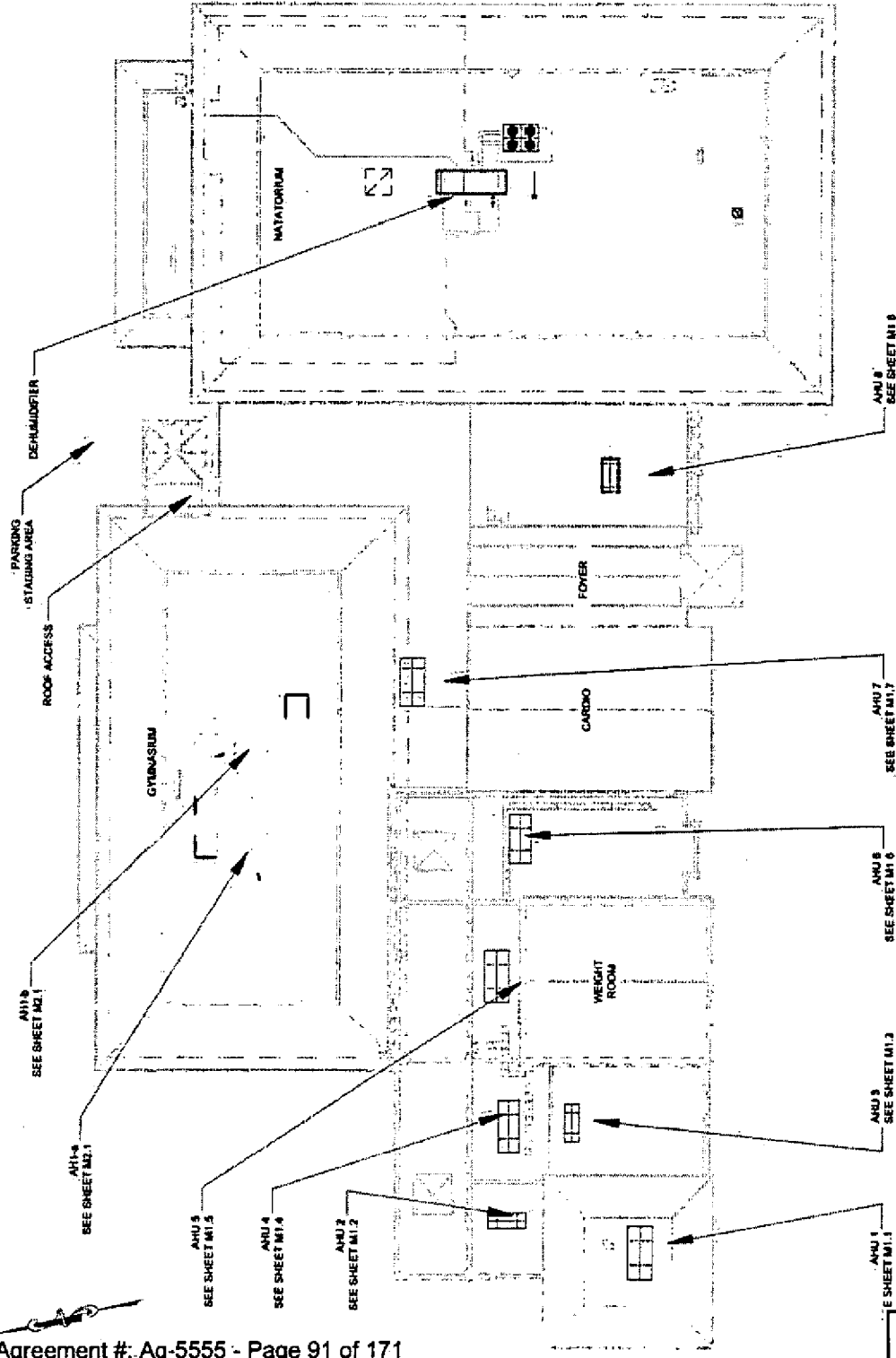
CHECKED BY: [Signature]

DATE: 11/11/06

**CAO** **RISK**

**GENERAL NOTES**

- ① Areas to be repaired shall be marked on the plan.
- ② All noted areas of the structure shall be repaired and finished to original condition and shall comply with the approved drawings.
- ③ All calculations of the structure and the air handling units shall be checked and approved by the engineer. All repairs shall be checked prior to starting to ensure proper operation.



**MSC ROOF MECHANICAL PLAN**

	PROJECT NO. _____ SHEET NO. _____
	MONTEREY SPORTS CENTER HVAC REPAIR ROOF MECHANICAL PLAN 301 S. FAHRENHEIT AVENUE MONTEREY, CA 93940
CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL 831.649.5821 WEBSITE: WWW.MONTEREY.ORG	DATE: _____ DRAWN BY: _____ CHECKED BY: _____ PROJECT: _____ SHEET: <b>MD.2</b>



**SUPPLY / RETURN DUCT**

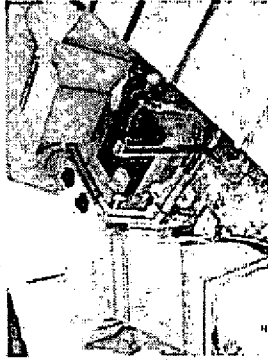
- ① REMOVE, SEAL, AND PATCH HOLES IN EXISTING DUCTWORK
- ② EXISTING DUCTWORK SHALL BE REPAIRED AND PATCHED
- ③ INSTALL STAINLESS STEEL DUCTWORK AS SHOWN ON SHEET NO. 1

**AHU-1**

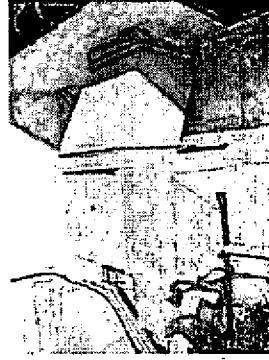
- ① EXISTING AND PATCH THE EXTERIOR OF THE AIR HANDLING UNIT
- ② PATCH AND PAINT THE EXTERIOR OF THE AIR HANDLING UNIT
- ③ CONSIDER THE EXTERIOR OF THE AIR HANDLING UNIT AS A WEATHER EXTERIOR. SEE DETAIL 6 SHEET NO. 1.



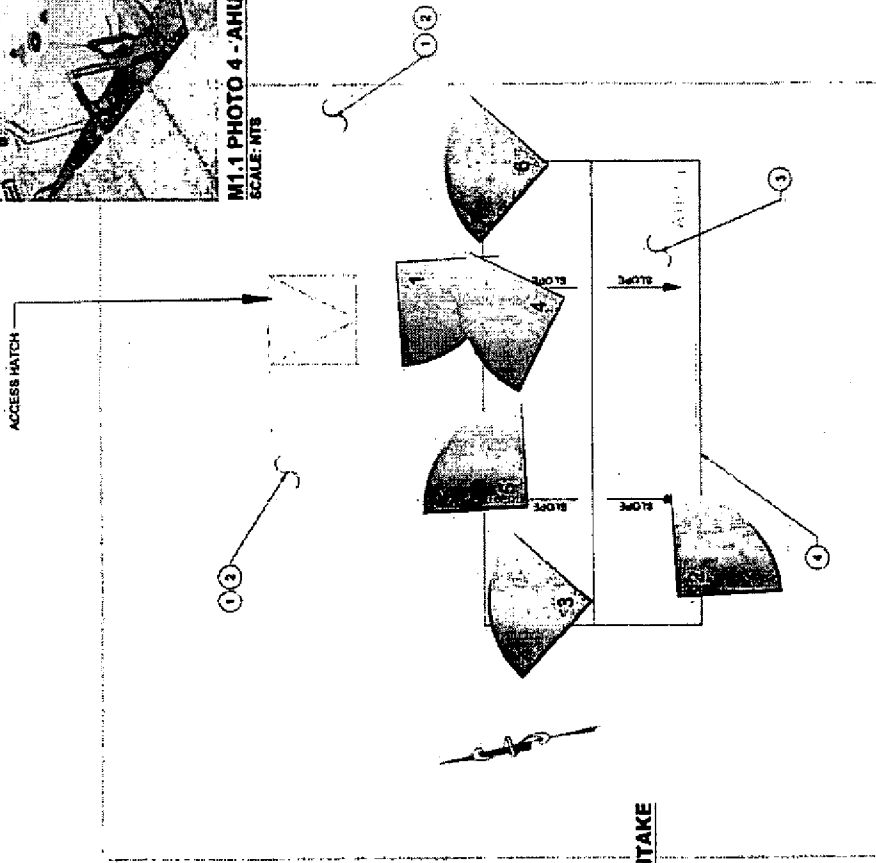
**M1.1 PHOTO 4 - AHU1 SUPPLY DUCT**  
SCALE: NTS



**M1.1 PHOTO 5 - AHU1 ACCESS HATCH**  
SCALE: NTS



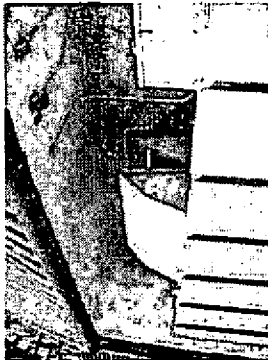
**M1.1 PHOTO 6 - AHU1 RETURN DUCT**  
SCALE: NTS



**AHU-1: DUCT REPAIR PLAN**  
1/8" = 1'



**M1.1 PHOTO 1 - AHU1 NORTH FACE**  
SCALE: NTS



**M1.1 PHOTO 2 - AHU1 SOUTH SIDE / INTAKE**  
SCALE: NTS



**M1.1 PHOTO 3 - AHU1 NORTH SIDE/SUPPLY DUCT**  
SCALE: NTS

CAO RISK

Exhibit A

MONTREY SPORTS CENTER HVAC REPAIR

M1.1

MONTREY SPORTS CENTER HVAC REPAIR

AHU1

MTE FRANKLIN, MONTEREY

JDC 1008

CITY OF MONTEREY

DEPARTMENT OF PLANS AND PUBLIC WORKS

580 PACIFIC STREET, MONTEREY, CA 93940

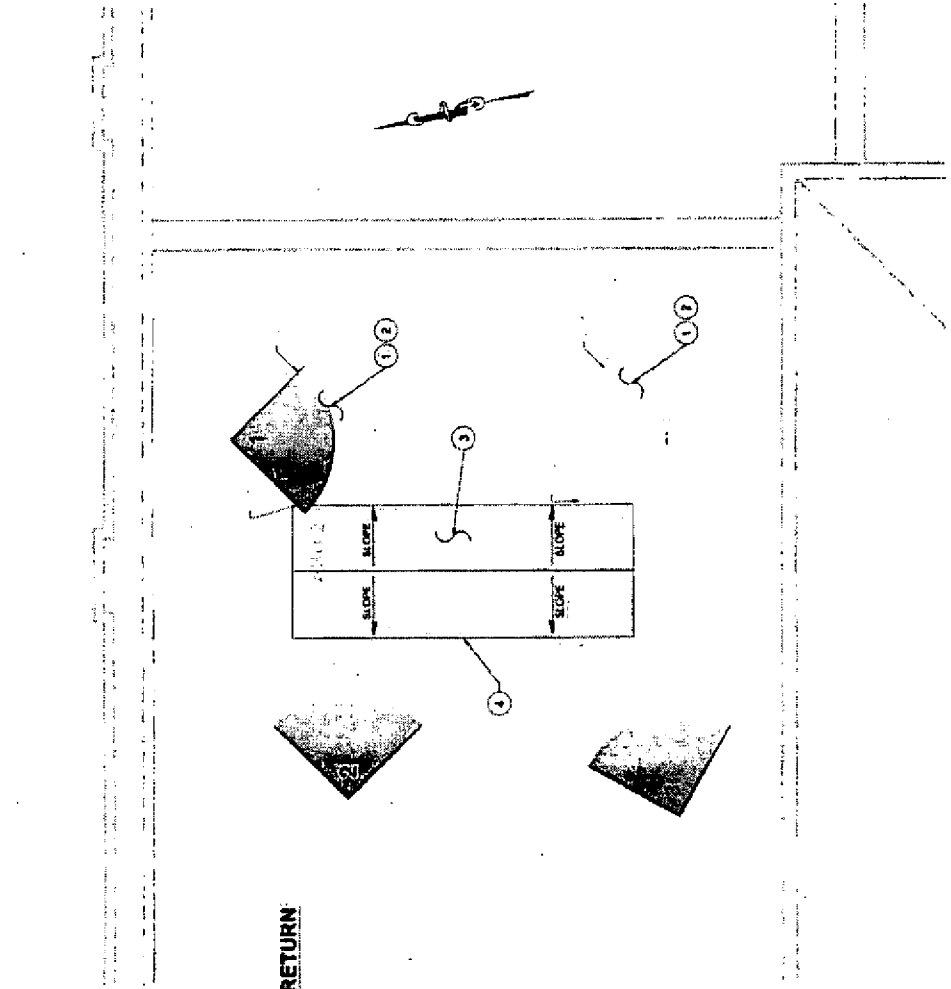
TEL 831 848 3921 WEBSITE: WWW.MONTEREY.ORG

3/15/2011

MTE

**SUPPLY/RETURN DUCT**

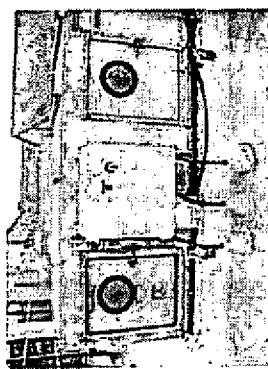
- ① REMOVE SEAL AND PAINT MARKS IN PAINTED AREAS OF EXISTING DUCTS. PAINT ALL EXTERIOR DUCTS.
  - ② INSTALL STANDING SEAM DUCT ROOF. SEE DETAIL C SHEET 001.
- AHU-2**
- ③ FIVE (5) FEET FROM THE EXTREMES OF THE AIR HANDLING UNIT.
  - ④ CONTRACT STAINLESS STEEL ROOF OVER THE UNITS. AIR HANDLING UNIT DETAIL C SHEET 001.



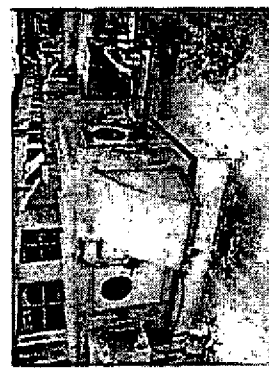
**AHU-2: DUCT REPAIR PLAN**  
1/2" = 1'-0"



**M1.2 PHOTO 1 - AHU2 EAST SUPPLY/RETURN**  
SCALE: NTS



**M1.2 PHOTO 2 - AHU2 WEST**  
SCALE: NTS



**M1.2 PHOTO 3 - AHU2 SOUTH WEST**  
SCALE: NTS

	PROJECT NO. MONTEREY SPORTS CENTER HVAC REPAIR	SHEET NO. <b>M1.2</b>
	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.648.3021 WEBSITE: WWW.MONTEREY.ORG	PROJECT LOCATION 301 E PALMVIEW BL, MONTEREY, CA 93940
PREPARED BY CHECKED BY DATE	DESIGNED BY DATE	DRAWN BY DATE

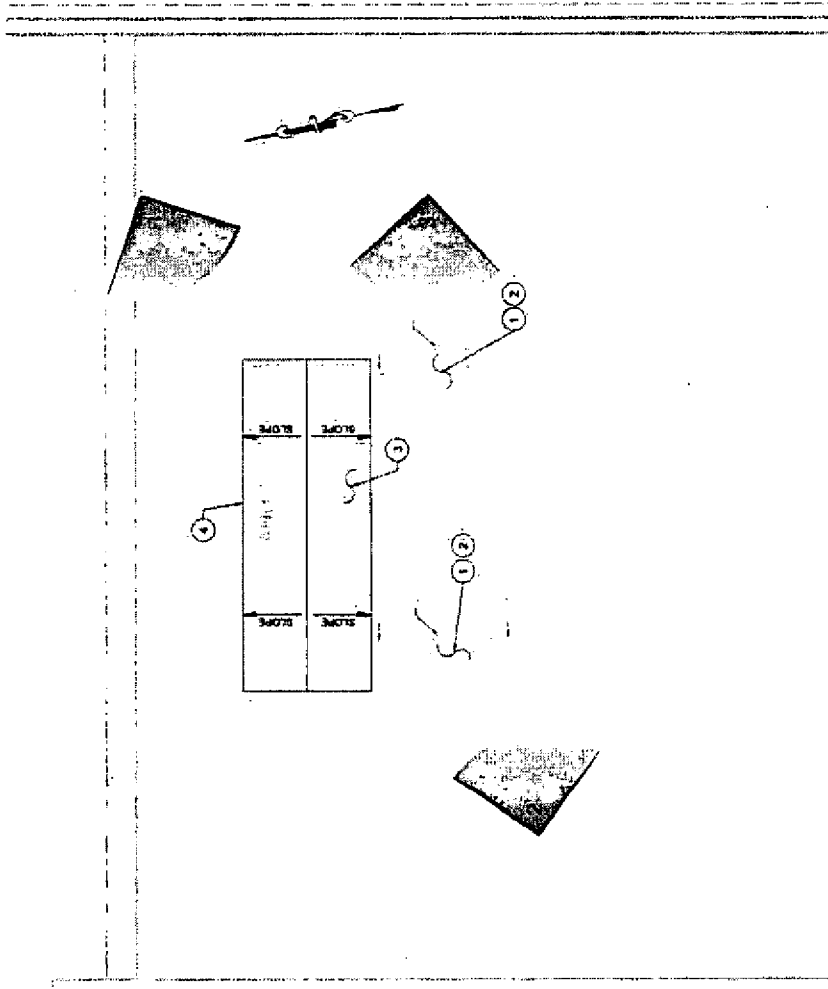
CAO	RISK
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**SUPPLY/RETURN DUCT**

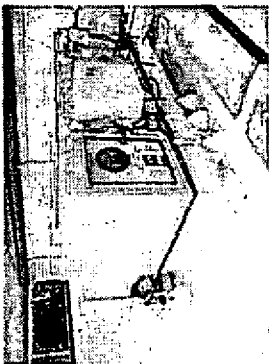
- ① SCHEMATIC SHALL SHOW EXISTING AND PROPOSED AIRWAYS OF EXISTING AND PROPOSED DUCTWORK.
- ② INSTALL EXISTING DUCTWORK SHALL BE REPAIRED OR REPLACED AS NECESSARY.
- ③ ALL DUCTWORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODES.

**AHU-3**

- ① REPAIR AND MAINTAIN THE EXISTING OF THE AIR HANDLING UNIT.
- ② VERIFY EXISTING AIR HANDLING UNIT IS IN ACCORDANCE WITH THE MECHANICAL CODES.



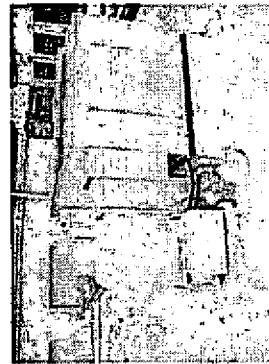
**AHU-3: DUCT REPAIR PLAN**  
1/11/11



**M1.3 PHOTO 1 - AHU3 NORTH EAST**  
SCALE: NTS



**M1.3 PHOTO 2 - AHU3 SOUTH**  
SCALE: NTS



**M1.3 PHOTO 3 - AHU3 EAST**  
SCALE: NTS

		PROJECT NO: <b>M1.3</b> DATE: 1/11/11	
PROJECT NAME: <b>MONTEREY SPORTS CENTER HVAC REPAIR</b>		CLIENT: <b>AHUS</b> 301 E FRANKLIN ST MONTEREY, CA 93940	
DRAWN BY: <b>JEFFREY A. ...</b>		CHECKED BY: <b>...</b>	
SCALE: <b>AS SHOWN</b>		DATE: <b>1/11/11</b>	
CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 500 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.948.3973 - WEBSITE: WWW.MONTEREY.ORG			

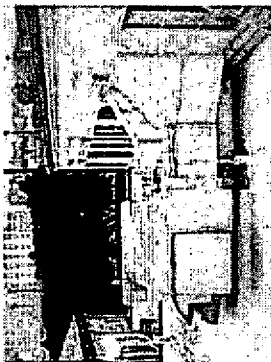
CAO	RISK
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**SUPPLY / RETURN DUCT**

- ① CLEAN, SEAL, AND PRIME UNPAINTED SURFACES OF DUCTWORK.
- ② PAINT ALL EXTERIOR SURFACES OF DUCTWORK.
- ③ INSTALL STANDING SEAM DUCT ROOF, SEE DETAIL C SHEET 201.

**AHU-4**

- ① PRIME AND PAINT THE EXTERIOR OF THE AIR HANDLING UNIT.
- ② CONSTRUCT SHROUDS BEHIND ROOF TO BRIDGE THE WHOLE AIR HANDLER. SEE DETAIL C SHEET 201.



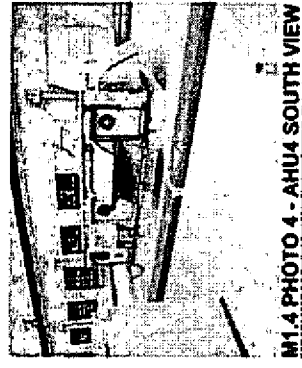
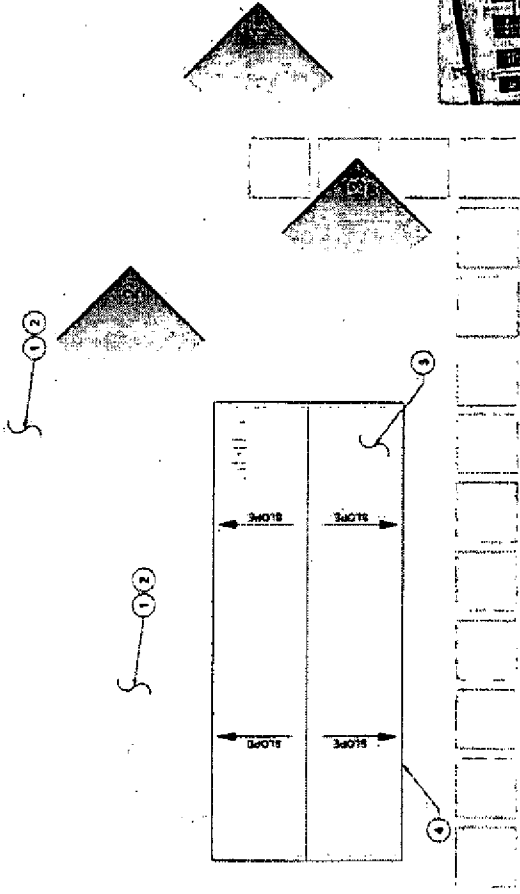
M1.4 PHOTO 1 - AHU4 EAST  
SCALE: NTS



M1.4 PHOTO 2 - AHU4 RETURN DUCT  
SCALE: NTS



M1.4 PHOTO 3 - AHU4 EXHAUST HOOD  
SCALE: NTS



M1.4 PHOTO 4 - AHU4 SOUTH VIEW

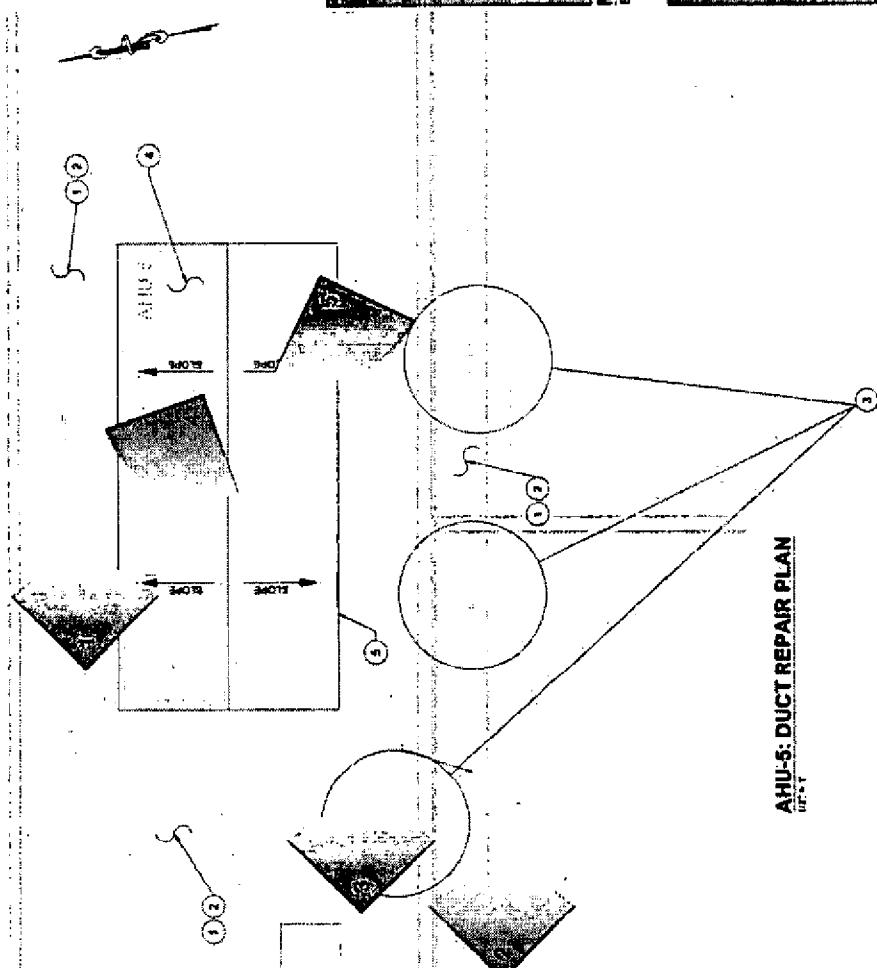
CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL. 831.646.3921 WEBSITE: WWW.MONTEREY.ORG		PROJECT NO. DRAWING NO.	SHEET NO. <b>M1.4</b> TOTAL SHEETS
PROJECT NAME PROJECT LOCATION PROJECT NUMBER		MONTEREY SPORTS CENTER HVAC REPAIR AHU4 301 E. PARKWAY ST., MONTEREY, CA 93940	
DESIGNED BY CHECKED BY DATE	DRAWN BY DATE	SCALE: AS SHOWN DATE:	
APPROVED BY: <i>[Signature]</i> TITLE:			

**SUPPLY / RETURN DUCT**

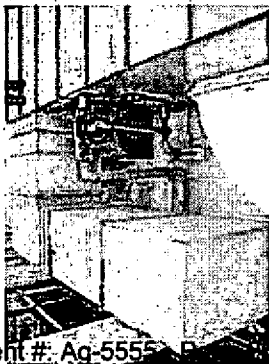
- ① REMOVE SEAL AND PRESS VISIBLY FLATTED AREAS OF DUCTING FROM ALL EXTENSION DUCTING
- ② REMOVE EXISTING SQUARE DUCT FROM THE DUCTAL C SHEET MET.
- ③ REMOVE THE TOP PORTIONS OF EXISTING CIRCULAR AIR HANDLERS.

**AHU-5**

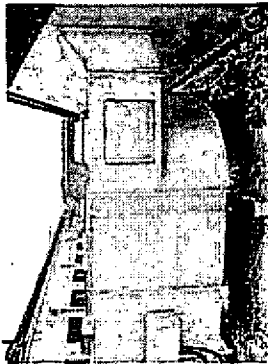
- ④ CUT OFF AND FLARE THE EXTREMITY OF THE AIR HANDLING UNIT.
- ⑤ CONNECT EXISTING SQUARE DUCT OVER THE REMAINING AIR HANDLER AND DUCTAL C SHEET MET.



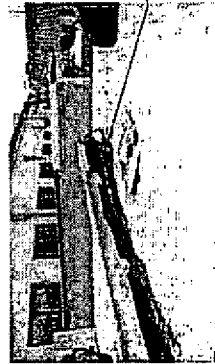
**AHU-5: DUCT REPAIR PLAN**  
DIT-1



**M1.5 PHOTO 1 - AHU5 RETURN DUCT**  
SCALE: NTS



**M1.5 PHOTO 2 - AHU5 SUPPLY DUCT**  
SCALE: NTS



**PHOTO 3 - AHU5 FAILED DUCT**  
NTS



**M1.5 PHOTO 4 - AHU5 SUPPLY DUCT**  
SCALE: NTS



**M1.5 PHOTO 5 - AHU5 SUPPLY DUCT**  
SCALE: NTS

Agreement #: Ag-5555

CAO

RISK

**CITY OF MONTEREY**  
**DEPARTMENT OF PLANS AND PUBLIC WORKS**  
500 PACIFIC STREET, MONTEREY, CA 93940  
TEL 831.646.3921 WEBSITE: WWW.MONTEREY.ORG



DATE: \_\_\_\_\_  
SCALE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_

MONTEREY SPORTS CENTER HVAC REPAIR  
AHU-5  
301 E. FRANKLIN ST. MONTEREY  
93940

**M1:5**  
SCALE: NTS

13 SHEETS



**SUPPLY / RETURN DUCT**

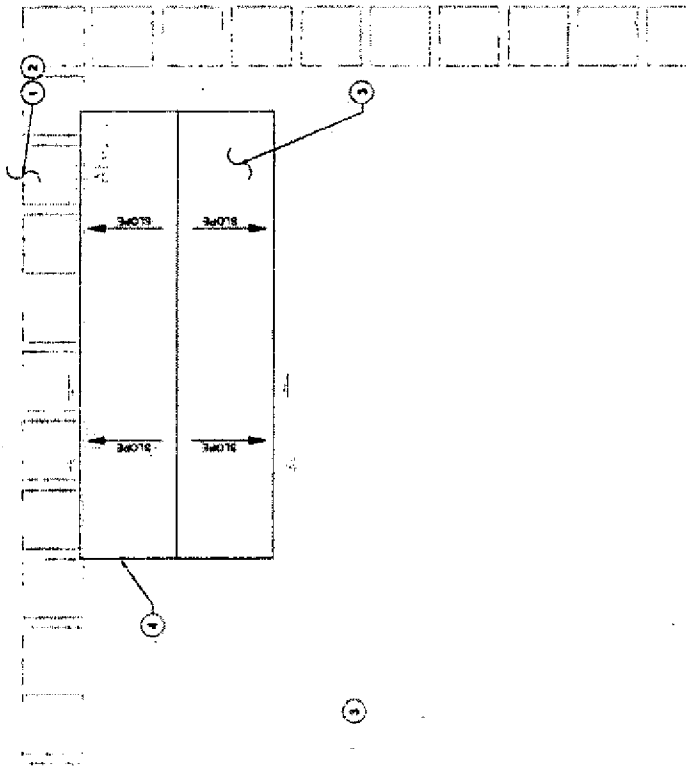
- ① REMOVE WALL AND PERFORM NEARLY HORIZONTAL BRANCHES OF DUCTWORK FROM ALL EXISTING BRANCHES.
- ② REINSTALL BRANCHES FROM DUCTWORK. SEE DETAILS SHEET M1.6.

**AHUS-6**

- ③ CHECK, REMOVE AND PATCH THE EXTENSION OF THE AIR VENTILATION CANOPY.
- ④ RECONSTRUCT BRANCHES FROM DUCTWORK FROM WALLS. SEE DETAILS SHEET M1.6 FOR PATCHING PLAN.



**M1.6 PHOTO 1 - AHUS-6 TOP VIEW**  
SCALE: NTS



**AHUS-6: DUCT REPAIR PLAN**

<p><b>CITY OF MONTEREY</b> DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL: 431.648.3821 WEBSITE: WWW.MONTEREY.ORG</p>		<p>PROJECT NO. _____ DATE _____ DRAWN BY _____ CHECKED BY _____ DATE _____</p>	<p>PROJECT NO. _____ DATE _____ DRAWN BY _____ CHECKED BY _____ DATE _____</p>	<p>PROJECT NO. _____ DATE _____ DRAWN BY _____ CHECKED BY _____ DATE _____</p>
<p><b>MONTEREY SPORTS CENTER HVAC REPAIR</b></p>		<p>PROJECT NO. _____ DATE _____ DRAWN BY _____ CHECKED BY _____ DATE _____</p>		
<p>PROJECT NO. _____ DATE _____ DRAWN BY _____ CHECKED BY _____ DATE _____</p>		<p>PROJECT NO. _____ DATE _____ DRAWN BY _____ CHECKED BY _____ DATE _____</p>		
<p>PROJECT NO. _____ DATE _____ DRAWN BY _____ CHECKED BY _____ DATE _____</p>		<p>PROJECT NO. _____ DATE _____ DRAWN BY _____ CHECKED BY _____ DATE _____</p>		

CAO RISK

**SUPPLY DUCT**

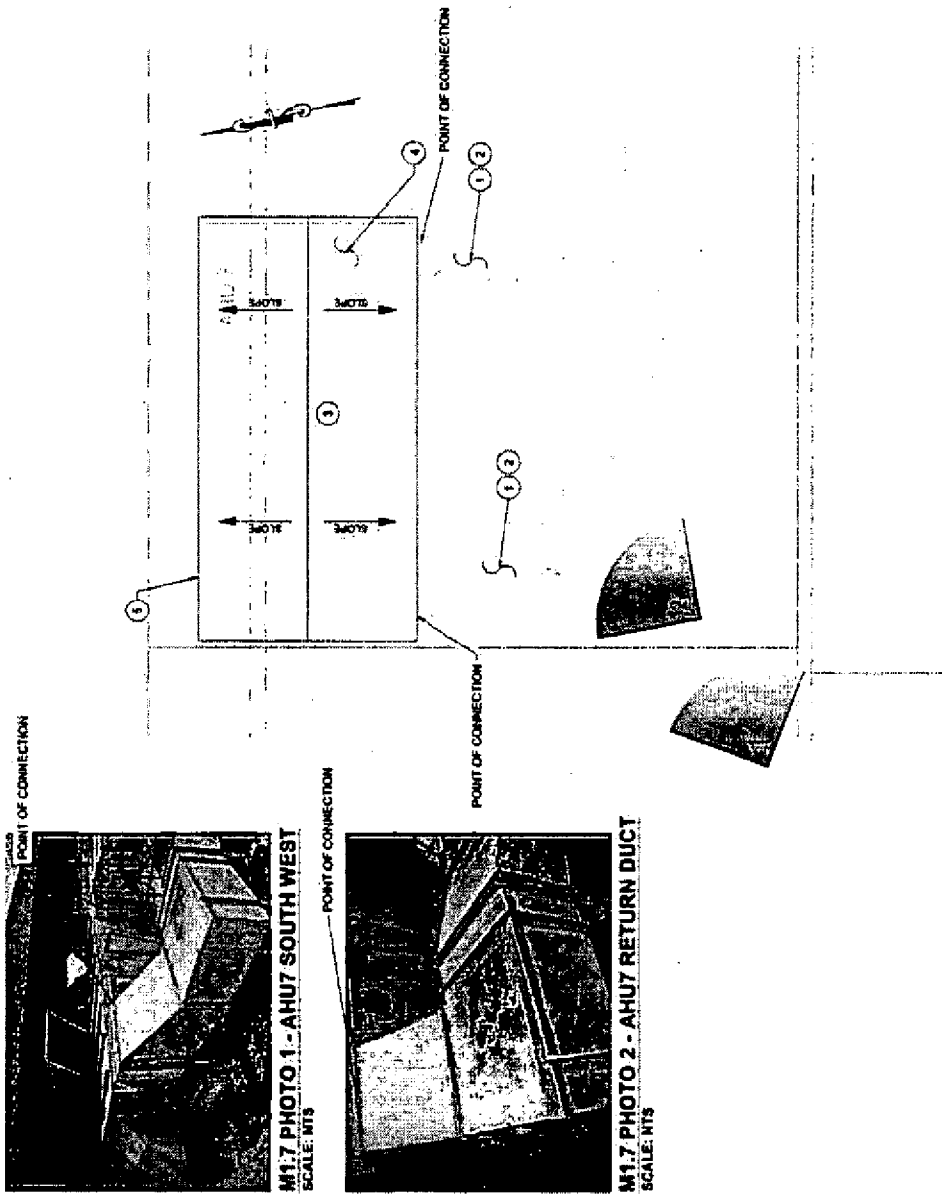
- ① REPLACE RETURN DUCTIVE IN RANGE UP TO AND INCLUDING THE FLEXIBLE CONNECTOR AT ACCESS.
- ② INSTALL STRANCHING STRAP BANDS. SEE DETAIL C SHEET 0611.

**INTAKE**

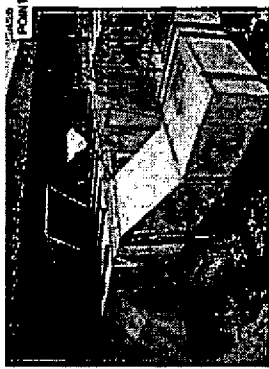
- ① INSTALL STRANCHING BANDS UNDER DUCTS AND EXPOSED SECTION OF DUCT. SEE DETAIL C SHEET 0611.

**AHU-7**

- ① SPECIAL PRIME AND PAINT THE EXTERIOR OF THE AIR HANDLING UNIT.
- ② COMPLETE EXTERIOR REPAIRS FROM THE WHOLE AIR HANDLER. SEE DETAIL C SHEET 0611.



**AHU-7: DUCT REPAIR PLAN**  
07-17



**M1.7 PHOTO 1 - AHU7 SOUTH WEST**  
SCALE: NTS



**M1.7 PHOTO 2 - AHU7 RETURN DUCT**  
SCALE: NTS

<p><b>CITY OF MONTEREY</b> DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL 831.648.3021 WEBSITE: WWW.MONTEREY.ORG</p>		<p>APPROVED BY: [Signature] DATE: 1/23/14</p>	<p>PROJECT NO. 14-001 DATE: 1/23/14 DRAWN BY: [Signature] CHECKED BY: [Signature]</p>	<p>SCALE: <b>M1.7</b> DATE: 1/23/14</p>
<p><b>MONTEREY SPORTS CENTER HVAC REPAIR</b></p>		<p>AHU-7 3012 FRANKLIN ST. MONTEREY SUCRORE</p>		

CAO RISK

**SUPPLY / RETURN DUCT**

- ① REMOVE SEAL AND PRIME EXISTING MATE OF RETURN DUCT. PARTIAL SECTION DUCTING.
- ② ADD BRASSING BRASS DUCT BODY AND DUCT, 6 INCHES DIA.

**INTAKE**

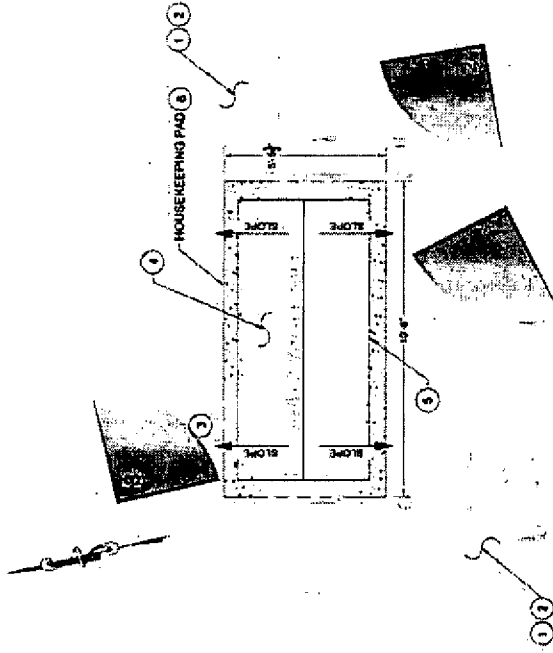
- ③ REPLACE INTAKE HOOD WITH NEW HOOD

**AHU-8**

- ④ REMOVE SEAL AND PRIME EXISTING MATE OF THIS AIR HANDLING UNIT. PARTIAL SECTION OF THE AIR HANDLING UNIT.
- ⑤ INSTALL EXISTING BRASS HOOD, 60" WIDTH, 2' DEPTH, 18" H.

**HOUSE KEEPING PAD**

- ⑥ LEFT SIDE: REMOVE EXISTING PAD AND REPLACE WITH A NEW CONTINGIOUS 118" DIA. REPAIR ALL JOINTS IN THE EXISTING LOCATION, AND CONNECT ALL DUCTWORK.



**M1.8 PHOTO 1 - AHU8 SOUTH**  
SCALE: NTS



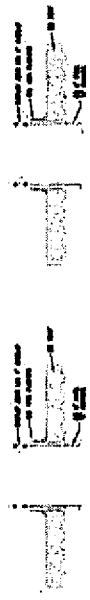
**M1.8 PHOTO 2 - AHU8 SOUTH**  
SCALE: NTS



**M1.8 PHOTO 3 - AHU8 INTAKE**  
SCALE: NTS



MONTEREY SPORTS CENTER



**AHU-8: DUCT REPAIR PLAN**  
12'-11"

	SCALE: 1/8" = 1'-0" DATE: 10/15/10 DRAWN BY: M1.8 CHECKED BY:	MONTEREY SPORTS CENTER HVAC REPAIR AHU-8 301 E FRANKLIN ST. MONTEREY SPEC 108
	PROJECT NO.: SHEET NO.: TOTAL SHEETS:	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 540 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.348.3021, WEBSITE: WWW.MONTEREY.ORG

CAO RISK

**AH1-a / AH1-b DUCTWORK**

**SUPPLY / RETURN DUCT**

- 1. REMOVE AND SEAL ALL VISIBLE LEAKS.
- 2. REMOVE DUCTWORK IN ACCORDANCE WITH THE DUCT REPAIR DETAILS SHOWN ON SHEET M2.1.
- 3. REPAIR DUCTWORK IN ACCORDANCE WITH THE DUCT REPAIR DETAILS SHOWN ON SHEET M2.1.
- 4. REMOVE DUCTWORK FROM THE PLUMBING AS SHOWN IN DETAIL A, SEE 1.
- 5. REPAIR AND PAINT ALL EXPOSED DUCT AND REFRIGERANT.

**INTAKE**

- 1. REPAIR AND PAINT EXPOSED DUCT AND REFRIGERANT AS SHOWN IN DETAIL A.
- 2. REPAIR AND PAINT EXPOSED DUCT AND REFRIGERANT AS SHOWN IN DETAIL A.
- 3. REPAIR AND PAINT EXPOSED DUCT AND REFRIGERANT AS SHOWN IN DETAIL A.

**AH1-a / AH1-b**

- 4. REMOVE THE AIR EXHAUST HOOD AND REPLACE IT WITH A NEWLY MANUFACTURED HOOD AS SHOWN IN DETAIL B. VERIFY ALL SEAMS ARE PROPERLY SEALED. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT.
- 5. REMOVE THE AIR EXHAUST HOOD AND REPLACE IT WITH A NEWLY MANUFACTURED HOOD AS SHOWN IN DETAIL B. VERIFY ALL SEAMS ARE PROPERLY SEALED. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT.
- 6. REMOVE THE AIR EXHAUST HOOD AND REPLACE IT WITH A NEWLY MANUFACTURED HOOD AS SHOWN IN DETAIL B. VERIFY ALL SEAMS ARE PROPERLY SEALED. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT.
- 7. REMOVE THE AIR EXHAUST HOOD AND REPLACE IT WITH A NEWLY MANUFACTURED HOOD AS SHOWN IN DETAIL B. VERIFY ALL SEAMS ARE PROPERLY SEALED. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT.
- 8. REMOVE THE AIR EXHAUST HOOD AND REPLACE IT WITH A NEWLY MANUFACTURED HOOD AS SHOWN IN DETAIL B. VERIFY ALL SEAMS ARE PROPERLY SEALED. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT.
- 9. REMOVE THE AIR EXHAUST HOOD AND REPLACE IT WITH A NEWLY MANUFACTURED HOOD AS SHOWN IN DETAIL B. VERIFY ALL SEAMS ARE PROPERLY SEALED. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT.
- 10. REMOVE THE AIR EXHAUST HOOD AND REPLACE IT WITH A NEWLY MANUFACTURED HOOD AS SHOWN IN DETAIL B. VERIFY ALL SEAMS ARE PROPERLY SEALED. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT.
- 11. REMOVE THE AIR EXHAUST HOOD AND REPLACE IT WITH A NEWLY MANUFACTURED HOOD AS SHOWN IN DETAIL B. VERIFY ALL SEAMS ARE PROPERLY SEALED. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT.

**T-C CHANNEL AH SUPPORT**

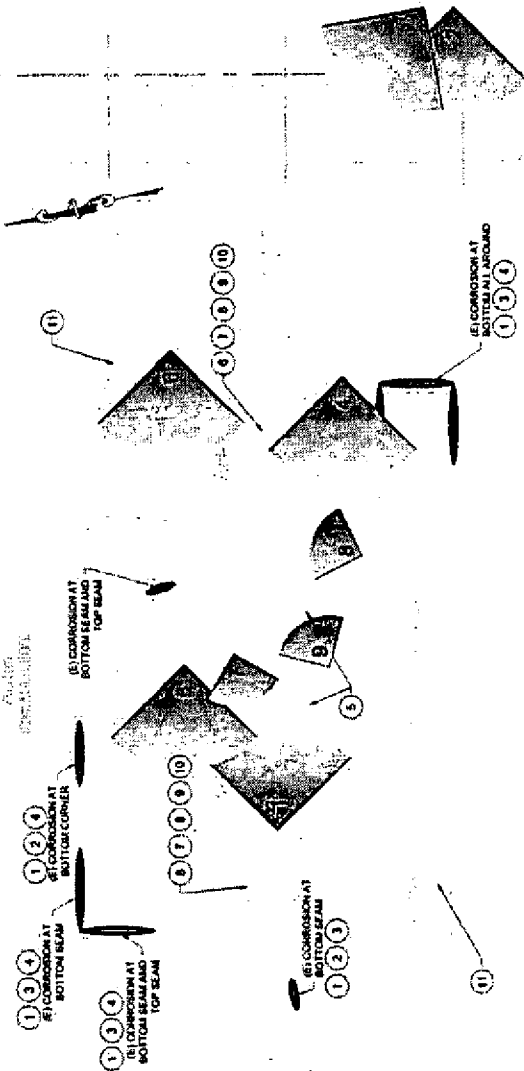
- 1. REMOVE THE T-C CHANNEL SUPPORT AND REPLACE IT WITH A NEWLY MANUFACTURED SUPPORT AS SHOWN IN DETAIL C. VERIFY ALL SEAMS ARE PROPERLY SEALED. THE SUPPORT SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE SUPPORT SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE SUPPORT SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT.
- 2. REMOVE THE T-C CHANNEL SUPPORT AND REPLACE IT WITH A NEWLY MANUFACTURED SUPPORT AS SHOWN IN DETAIL C. VERIFY ALL SEAMS ARE PROPERLY SEALED. THE SUPPORT SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE SUPPORT SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE SUPPORT SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT.
- 3. REMOVE THE T-C CHANNEL SUPPORT AND REPLACE IT WITH A NEWLY MANUFACTURED SUPPORT AS SHOWN IN DETAIL C. VERIFY ALL SEAMS ARE PROPERLY SEALED. THE SUPPORT SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE SUPPORT SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE SUPPORT SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT.

**EXHAUST HOOD**

- 1. REPAIR THE AIR EXHAUST HOOD AS SHOWN IN DETAIL D. VERIFY ALL SEAMS ARE PROPERLY SEALED. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE HOOD SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT.

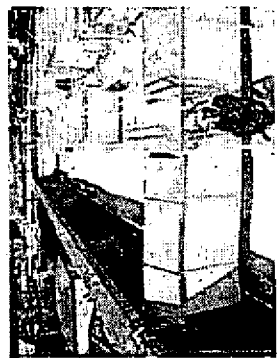
**AH1-a, AH1-b DOORS**

- 1. REPAIR AND PAINT THE DOORS AND REFRIGERANT AS SHOWN IN DETAIL E. VERIFY ALL SEAMS ARE PROPERLY SEALED. THE DOORS SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE DOORS SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT. THE DOORS SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER OR AN EQUIVALENT.



**AH-1a/b: DUCT REPAIR PLAN**

SCALE: NTS  
PHOTOS THROUGH PHOTO 1 ARE SHOWN ON SHEET M2.2



(E) CARBON STEEL HINGE & CHANNEL  
 (E) 16GA CARBON STEEL  
 (E) INSULATION  
 (E) 16GA 316 SS

(E) MATCH  
 (E) CHANNEL  
 (E) AH  
**AH-1 ACCESS DOOR CROSSSECTION**  
 SCALE: 1/2" = 1'

(E) HATCH  
 (E) CHANNEL  
**AH-1 FRONT SIDE ELEVATION**  
 SCALE: 1/2" = 1'

(E) HATCH  
 (E) CHANNEL  
**AH-1 BACK SIDE ELEVATION**  
 SCALE: 1/2" = 1'

(E) HATCH  
 (E) CHANNEL  
**AH-1 ROOF PLAN**  
 SCALE: 1/2" = 1'

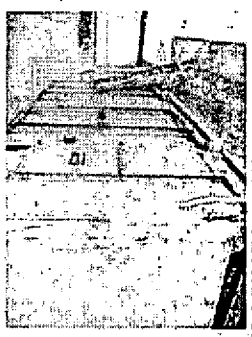
(E) HATCH  
 (E) CHANNEL  
**AH-1 SUPPLY OUTLET DETAIL**  
 SCALE: 1/2" = 1'

(E) HATCH  
 (E) CHANNEL  
**AH-1 PANEL FLANGE**  
 SCALE: 1/2" = 1'

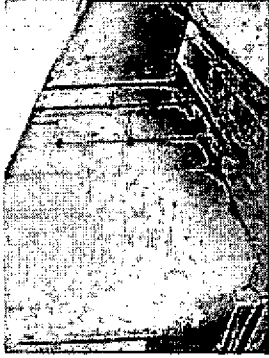
(E) HATCH  
 (E) CHANNEL  
**AH-1 PANEL DETAIL**  
 SCALE: 1/2" = 1'



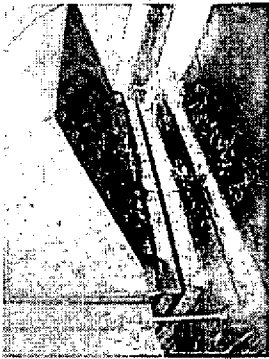
**M2.2 PHOTO 4 - AH-1b SOUTH EAST**  
 SCALE: NTS



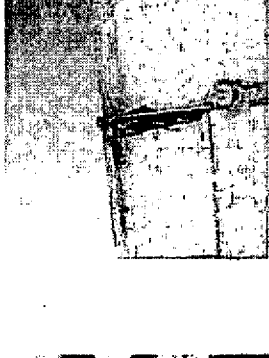
**M2.2 PHOTO 5 - AH-1a NORTH**  
 SCALE: NTS



**M2.2 PHOTO 6 - AH-1b NORTH EAST**  
 SCALE: NTS



**M2.2 PHOTO 7 - AH-1a EAST**  
 SCALE: NTS



**M2.2 PHOTO 8 - AH-1b**  
 SCALE: NTS



**M2.2 PHOTO 9 - AH-1b WEST**  
 SCALE: NTS

CAO RISK

CITY OF MONTEREY  
 DEPARTMENT OF PLANS AND PUBLIC WORKS  
 500 PACIFIC STREET, MONTEREY, CA 93940  
 TEL 831.948.3921, WEBSITE: WWW.MONTEREY.ORG

APPROVED BY

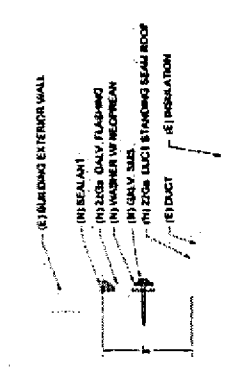


NO.	DATE	DESCRIPTION

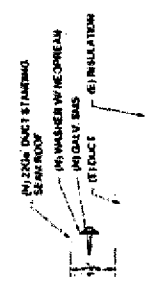
MONTEREY SPORTS CENTER HVAC REPAIR  
 AH1A & AH1B ELEVATIONS  
 SITE PROGRAM BY MONTEREY  
 DEC 1008

SCALE: NTS  
**M2.2**  
 2/15/2017

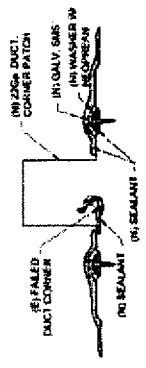
MONTEREY SPORTS CENTER HVAC REPAIR



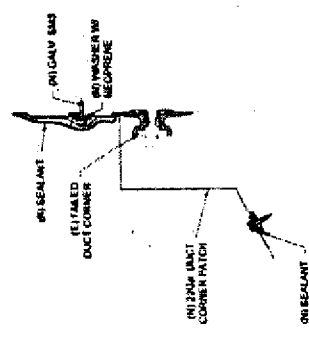
**A. WALL FALSING DETAIL**  
SCALE: 6" = 1"



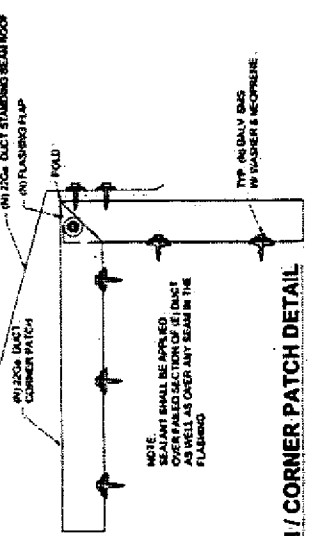
**B. STANDING SEAM DETAIL**  
SCALE: 6" = 1"



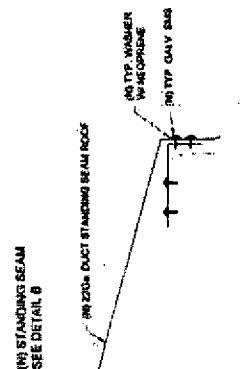
**C. STANDING SEAM ROOF DETAIL**  
SCALE: 3" = 1"



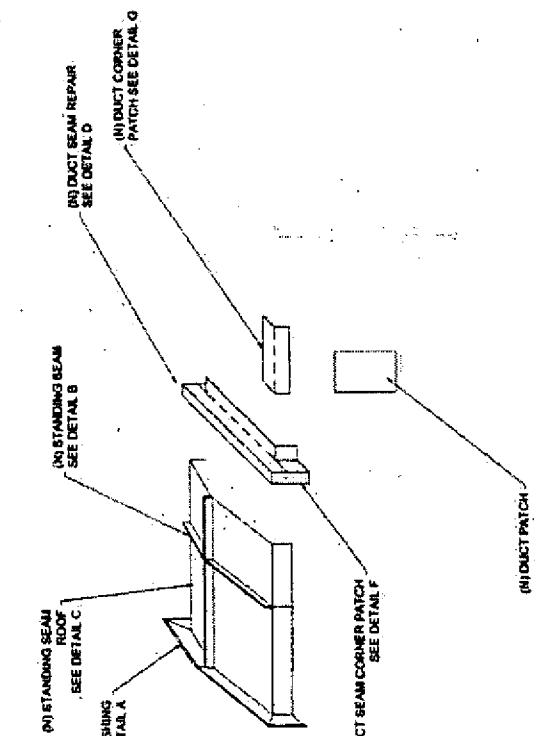
**D. DUCT SEAM / CORNER PATCH DETAIL**  
SCALE: 6" = 1"



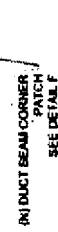
**E. STANDING SEAM EDGE REPAIR DETAIL**  
SCALE: 6" = 1"



**F. DUCT SEAM CORNER PATCH DETAIL**  
SCALE: 3" = 1"



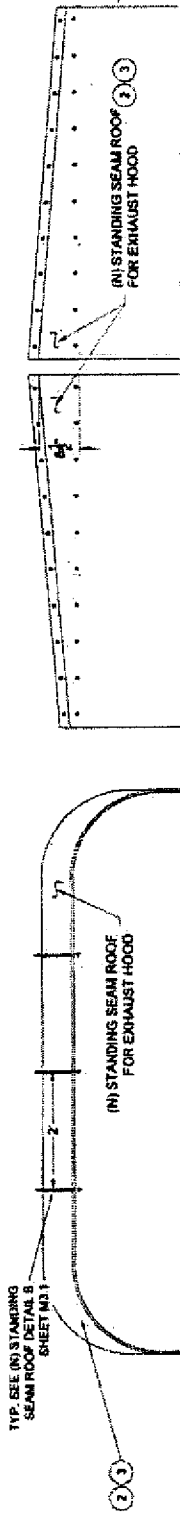
**G. DUCT CORNER PATCH DETAIL**  
SCALE: 3" = 1"



**H. TYP. DUCT REPAIR INSTANCES**  
SCALE: 3" = 1"

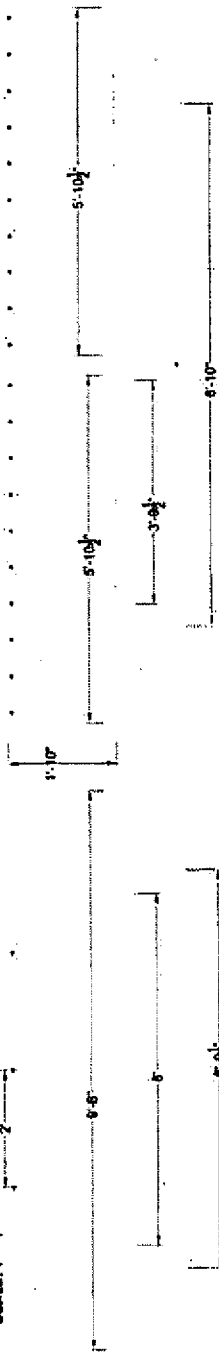
CAO RISK

		MONTEREY SPORTS CENTER HVAC REPAIR DUCT DETAILS SITE PROGRAM # MONTEREY SECTION	
CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 500 PACIFIC STREET, MONTEREY, CA 93940 TEL 831 646 3971 WEBSITE: WWW.MONTEREY.ORG		M3.1 DATE: 7.1.1	
PROJECT NO.: SHEET NO.: DATE:	DRAWN BY: CHECKED BY: DATE:	PROJECT TITLE: SHEET TITLE: DATE:	PROJECT NO.: SHEET NO.: DATE:



PROPOSED EXHAUST HOOD FRONT DETAIL  
SCALE: 1" = 1'

PROPOSED EXHAUST HOOD SIDE VIEW DETAIL  
SCALE: 1" = 1'



(E) EXHAUST HOOD SIDE VIEW DETAIL  
SCALE: 1" = 1'

**EXHAUST HOOD REPAIR NOTES:**

- ① SCOUR BALLS AND PADS MUST BE USED TO REMOVE ALL EXHAUST HOOD
- ② EXHAUST HOOD SHALL BE REPAIRED TO ORIGINAL CONDITION AND SHALL BE PROTECTED FROM FURTHER DAMAGE TO THE EXHAUST HOOD.
- ③ THE EXHAUST HOOD SHALL HAVE NO PAINT RESIDUES CAPABLE OF

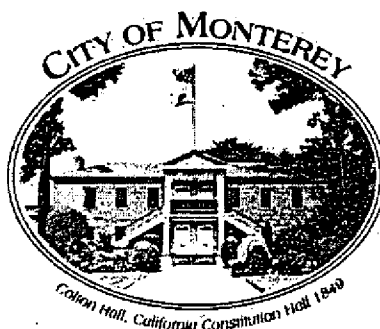


M3.2 PHOTO 1 - (E) EXHAUST HOOD  
SCALE: NTS

EXHAUST HOOD ISOMETRIC DETAIL  
SCALE: 1" = 1'

	MONTEREY SPORTS CENTER HVAC REPAIR EXHAUST HOOD DETAILS SITE IDENTIFICATION MONTEREY 2021.08	SHEET NO. <b>M3.2</b>
	PROJECT NO. DATE DRAWN BY CHECKED BY SCALE: NTS	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 500 PACIFIC STREET, MONTEREY, CA 95940 TEL 415 646 3921 WEBSITE: WWW.MONTEREY.ORG

CAO RISK



DEPARTMENT OF PLANS AND PUBLIC WORKS  
ENGINEERING DIVISION

DATE: April 12, 2016  
TO: All Plan Holders  
SUBJECT: Monterey Sports Center HVAC Repair Project – ADDENDUM No. 1  
Bid Opening Date: 2:00 p.m. April 26, 2016  
Sent Via: Web Posting on City of Monterey Ebidboard

**Bidder must acknowledge this addendum, and any subsequent addenda, in your bid on Part II, Page 9. Failure to list this addendum may result in a non-responsive bid.**

The City of Monterey requires that Contractors who attend the Mandatory Pre-bid Conference sign a release of liability form before going up to the roof. A copy of the release form is attached to this Addendum.

**All other conditions of the Plans/Specifications/Request for Proposal remain the same. Sealed unbound bid 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., April 26, 2016.**

All questions must be directed to the Project Manager, Andreas Baer, Associate Mechanical Engineer, by emailing [engineering-admin@monterey.org](mailto:engineering-admin@monterey.org). The project name must be referenced in all communication.

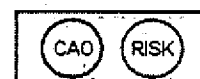
Sincerely,

A handwritten signature in black ink that reads "ANDREAS BAER" with a horizontal line extending to the right.

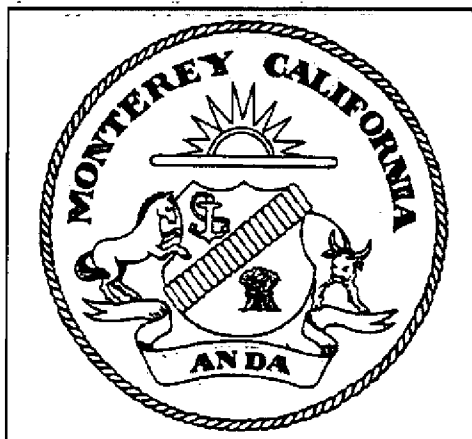
Andreas Baer, P.E.  
Associate Mechanical Engineer

Enclosures: Release of Liability Form

Cc: Finance Department  
City Engineer







Please return to:

MONTEREY PLANS AND PUBLIC WORKS DEPARTMENT  
580 PACIFIC STREET  
MONTEREY, CA 93940

**RELEASE OF LIABILITY FORM**  
**(READ BEFORE SIGNING)**

In consideration of being allowed to participate in roof duct inspections at the Monterey Sports Center for the purpose of a mandatory pre bid inspection, and any related events and activities, I, \_\_\_\_\_, the undersigned, acknowledge, appreciate and agree that:

1. The pre-bid inspection and all work on this project will take place on the Monterey Sports Center roof, where dangerous and potentially deadly falls can occur. The roof has not been built with accessible paths of travel. The use of ladders, walkpaths, and traversing rubberized and tile roofs is required for this job. In some areas, railings and protective barriers have been established, but not in all areas. The City does not warrant or guarantee that these protective measures are comprehensive, will prevent entrants from exposure to such hazardous conditions, and cannot guarantee that entrants are at no risk of fall related injuries. The City does not in any way require bidders to follow the common roof access paths, and will allow contractors to provide or construct their own safe access paths or provide their own safety equipment as they deem necessary; and,
2. The risk of injury from the activities involved is significant, including the potential for permanent paralysis and death, and while particular skills, equipment and personal discipline of participant, may reduce this risk, the risk of serious injury and death still exists; and,
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation immediately and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the City of Monterey, their employees, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessees of premises used for the activity ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY FORM AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

X \_\_\_\_\_  
PARTICIPANT'S SIGNATURE

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

Age of Participant: \_\_\_\_\_





DEPARTMENT OF PLANS AND PUBLIC WORKS  
ENGINEERING DIVISION

DATE: April 22, 2016  
 TO: All Plan Holders  
 SUBJECT: Monterey Sports Center HVAC Repair Project – ADDENDUM No. 2  
 Bid Opening Date: 2:00 p.m. April 26, 2016  
 Sent Via: Web Posting on City of Monterey Ebidboard

**Bidder must acknowledge this addendum, and any subsequent addenda, in your bid on Part II, Page 9. Failure to list this addendum may result in a non-responsive bid.**

**Pre-Bid Meeting Attendees:**

The following companies attended the mandatory walkthrough, and are eligible to bid the Monterey Sports Center HVAC Repair Project:

Company	Phone No.	Email
Mid-Cal Heating	(831) 917-2195	junior@mid-calhvac.com
Geo. H. Wilson	(831) 423-9522	aestrella@geohwilson.com
Smith MEP	(805) 621-5000	pj@smith-electric.com
Air-Tec Service	(831) 728-2000	MikeL@airtecservice.com
Property Rest. Services	(831) 241-8223	dan@prsrestore.com

**Part IV, Page 2 Time Limits:**

The construction time limit established for this job of sixty (60) days is hereby extended to ninety (90) calendar days.

**AHU Drawing Clarity**

Drawing sheets M0.2, M1.1, M1.2, M1.3, M1.4, M1.5, M1.6, M1.7, M1.8, M2.1, M2.2, M3.1, and M3.2 have been recreated with a heavier line-weight used for the existing ducting. The revised drawing sheets are Attachment #2.



AHU Schedule

Monterey Sports Center Expansion Air Handling Units

AIR HANDLING UNITS																								
MARK	LOCATION	SUPPLY FAN										RETURN FAN								COILS	MAKE & MODEL	WT LBS	REMARKS	
		HP	CFM	TSP	OA	INCH	TYPE	CLASS	BHP	HP	V/PM	CFM	TSP	OA	INCH	TYPE	CLASS	BHP	HP					V/PM
AH-1	ROOF	1250	8500	1.5"	25	2330	PLUG	11	6.86	7 1/2	480/3	8500	1.5"	27	800	PLUG	11	2.45	3	480/3	HC-1	CONTROL C-22	6400	①②③④⑤⑥⑦⑧
AH-2	ROOF	700	2200	1.5"	18 1/2	1418	PLUG	11	88	1 1/2	480/3	-	-	-	-	-	-	-	-	-	HC-2	CONTROL C-15	2980	①②③④⑤⑥
AH-3	ROOF	800	2200	1.5"	18 1/4	1410	PLUG	11	86	1 1/2	480/3	-	-	-	-	-	-	-	-	-	HC-3	CONTROL C-15	2990	①②③④⑤⑥⑦⑧
AH-4	ROOF	800	8000	1.5"	30	7890	PLUG	11	4	3	480/3	8000	1.5"	27	980	PLUG	11	1.75	2	480/3	HC-4	CONTROL C-18	6880	①②③④⑤⑥⑦⑧
AH-5	ROOF	1700	8000	1.5"	20	2350	PLUG	11	6.98	7 1/2	480/3	8000	1.5"	27	980	PLUG	11	2.45	3	480/3	HC-5	CONTROL C-22	6400	①②③④⑤⑥⑦⑧
AH-6	ROOF	1330	4800	1.5"	20	1350	PLUG	11	-	3	480/3	4800	1.5"	20	1344	PLUG	11	1.33	2	480/3	HC-6	CONTROL C-18	4880	①②③④⑤⑥⑦⑧
AH-7	ROOF	1700	8500	1.5"	20	2350	PLUG	11	6.98	7 1/2	480/3	8500	1.5"	27	980	PLUG	11	2.45	3	480/3	HC-7	CONTROL C-22	6400	①②③④⑤⑥⑦⑧

- ① 5/8" CONNECTIONS UNIT
- ② 2" FILTER IN STAINLESS STEEL FRAME (5)
- ③ 100% OSA ECONOMIZER SECTION
- ④ HIGH EFF. (PREMIUM) MOTORS AND UNIT MOUNTED FUSED (DISCONNECT) SWITCH
- ⑤ POWER RETURN/EXHAUST FAN
- ⑥ INTERNAL VIBRATION ISOLATION, 2" MIN. DEFLECTION W/ SEISMIC SURGE
- ⑦ FURNISH UNIT MOUNTED WEATHER PROOF, EXTERNAL DUPLEX SERVICE RECEPTACLE
- ⑧ SEE SEQUENCE OF OPERATION

Original Air Handling Units

AIR HANDLING UNIT SCHEDULE																
CODE	MFR & MODEL	CFM RPM	TSP IN WC	HP BHP	V @ 1"	OV	COIL	FILTER	SMOKE DETECT	VIBRATION TYPE	DEFL	CFM OA	OPER WT	SERV	FAN CAB	REMARKS
AH-1A AH-1B	PAGE SI-A2GAF-TH	28,000 920	3.5	50 22	400 3	2030	HC-1A HC-1B	F-1A F-1B	YES	SM	2 1/2"	6000	8000	GYM	77 1/2" X 38 1/2"	①②③④⑤⑥⑦⑧⑨⑩⑪⑫⑬⑭⑮⑯⑰⑱⑲
AH-2	AIR THERM MAG-120 FC-TH	7400 1200	2.75	18 9.5	400 3	2027	HC-2	F-2	YES	SH	2"	2800	2400	W/HP	30 1/2" X 24 1/2"	①②③④⑤⑥⑦⑧⑨⑩⑪⑫⑬⑭⑮⑯⑰⑱⑲
AH-3	MAG-1C-PAKE 48 EMIN-4-HH-2	1000 750	0.5" 0.6P	2.4 0.49	400 3	-	HC-3	F-3	NO	SH	1"	600	200	TOT	-	①
AH-4	PAGE SI-A12-FC-BH	4000 1441	3.0	5 0.7	400 3	2580	HC-4	F-4	YES	SM	2"	2000	1500	W/HP	29 1/2" X 34 1/2"	①②③④⑤⑥⑦⑧⑨⑩⑪⑫⑬⑭⑮⑯⑰⑱⑲
AH-5	PAGE SI-A12-FC-BH	4000 1441	3.0	5 0.7	400 3	2580	HC-5	F-5	YES	SM	2"	2000	1500	W/HP	29 1/2" X 34 1/2"	①②③④⑤⑥⑦⑧⑨⑩⑪⑫⑬⑭⑮⑯⑰⑱⑲
AH-6	PAGE SI-A12-BI-BH	2500 2475	3.05	3 2.11	400 3	2906	HC-6	F-6	YES	SM	2"	2500	900	MEH	29 1/2" X 34 1/2"	①②③④⑤⑥⑦⑧⑨⑩⑪⑫⑬⑭⑮⑯⑰⑱⑲
AH-7	PAGE SI-A12-BI-BH	2200 2400	3.25	3 1.80	400 3	2559	HC-7	F-7	YES	SM	2"	2200	900	W/HP	29 1/2" X 34 1/2"	①②③④⑤⑥⑦⑧⑨⑩⑪⑫⑬⑭⑮⑯⑰⑱⑲
AH-8	PERNH 2-13 TDA	1400 1050	0.875	1 0.54	400 3	-	HC-8A HC-8B	F-8	NO	SH	1"	220	100	MEH	-	① 7.4 SERIES
AH-9	PERNH 2-12 TDA INLINE CENTRIF.	800	0.5"	1/4	115	70	HC-10	SAME AS HC-8	NO	SH	1"	100%	75	POOL	-	① 7.4 SERIES

NOTES:

- ① INCLUDED FACTORY SUPPLIED PAN, COIL, FILTER, MIXING/GAINLET SECTION.
- ② TSP AT AVG. FILTER DP, CURVE SHOWING CLEAN TO DIRTY FILTER OPERATION.
- ③ HIGH EFFICIENCY MOTORS. SEE SPECIFICATIONS.
- ④ 2 SPEED / 2 RUNNING. IS SECOND DELAY FROM HIGH TO LO. 100%/80% SPRT.
- ⑤ DOUBLE WALL CONSTRUCTION, 16 GA SOLID INNER, BRANT COAT ALL AIR STREAM SURFACES.
- ⑥ INTERNAL SPRINGS AND MOTOR.
- ⑦ PERFORATED Baffle PLATE IN BYPASS DECK.
- ⑧ FIELD FABRICATED MIXING SECTION, PAINT TO MATCH UNIT.
- ⑨ FACTORY ROOF CURB.
- ⑩ COPPER TUBES / COPPER PINS
- ⑪ COPPER TUBES / ALUMINUM PINS.
- ⑫ SEPARATE CHANNEL TRACK FOR 2" DEMISTING PRE-FILTER, HANGING DRAIN. EACH TRACK & EACH TIER, 3" O.C.
- ⑬ EXPOSED AIRSTREAM SURFACES.

Part 1, Page 1 Prevailing Wage:

The prevailing wages applicable to this job are included herein and correlate to those active in Monterey County at the time of bid. They will be applicable throughout the period of construction. These wages will be paid or exceeded unless the wage rates are updated by the City in the form of an addendum. The wage rates will only be updated if the contract has not been awarded within 90 days of the bid opening. Attachment #1 includes the applicable state prevailing wages.



**All other conditions of the Plans/Specifications/Request for Proposal remain the same.  
Sealed unbound bid 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., April 26, 2016.**

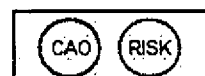
All questions must be directed to the Project Manager, Andreas Baer, Associate Mechanical Engineer, by emailing [engineering-admin@monterey.org](mailto:engineering-admin@monterey.org). The project name must be referenced in all communication.

Sincerely,



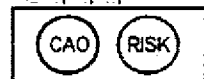
Andreas Baer, P.E.  
Associate Mechanical Engineer

Cc: Finance Department  
City Engineer



LOCALITY: MONTEREY COUNTY  
DETERMINATION: MTY-2016-1

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS						STRAIGHT-TIME			OVERTIME HOURLY RATE						
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	WEEKLY	SUNDAY AND HOLIDAY					
BRICKLAYER, BLOCKLAYER:																		
BRICKLAYER, BLOCKLAYER, STONEMASON	2/22/2016	04/30/2016**	A 36.620	9.790	12.020	B 2.000	0.800	C 1.100	D 8.0	62.330	E 81.640	E 81.640	E 81.640	100.950				
POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2015	06/30/2016**	A 43.390	9.790	10.790	F -	1.460	0.400	D 8.0	65.830	G 87.520	G 87.520	109.220					
BRICK TENDER	8/22/2015	06/30/2016**	H 32.270	7.540	10.180	F -	0.410	0.300	D 8.0	50.700	E 66.830	E 66.830	82.970					
CARPET, LINOLEUM, SOFT FLOOR LAYER	2/22/2016	12/31/2016**	A 46.820	9.950	12.580	I -	0.630	0.340	8.0	70.320	J 93.730	J 93.730	117.140					
FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2016	12/31/2016**	A 23.390	9.950	6.290	I -	0.050	0.340	8.0	40.020	J 51.710	J 51.710	63.410					
FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2016	12/31/2016**	A 18.700	9.950	5.030	I -	0.050	0.340	8.0	34.070	J 43.420	J 43.420	52.770					
FLOOR COVERING HANDLER TRAMEE, FIRST 3 MONTHS	2/22/2016	12/31/2016**	A 14.950	9.950	4.020	I -	0.050	0.340	8.0	29.310	J 36.780	J 36.780	44.260					
FLOOR COVERING HANDLER TRAMEE, SECOND 3 MONTHS	2/22/2016	12/31/2016**	A 16.830	9.950	4.530	I -	0.050	0.340	8.0	31.700	J 40.110	J 40.110	48.530					
ELECTRICIAN:																		
COMM & SYSTEM INSTALLER	2/22/2016	11/30/2016**	34.320	10.050	K 5.150	-	1.100	L 0.210	8.0	52.030	M 69.780	M 69.780	87.550					
COMM & SYSTEM TECH.	2/22/2016	11/30/2016**	39.080	10.050	K 5.150	-	1.100	L 0.210	8.0	56.960	M 77.190	M 77.190	97.410					
INSIDE WIREMAN, TECHNICIAN	2/22/2016	12/25/2016**	N 43.150	10.950	P 10.950	-	0.950	0.740	8.0	68.030	R 102.050	R 102.050	136.070					
CABLE SPLICER	2/22/2016	12/25/2016**	N 48.540	10.950	P 10.950	-	0.950	0.810	8.0	73.660	R 110.480	R 110.480	147.310					
INSIDE WIREMAN (WHEN WELDING)	2/22/2016	12/25/2016**	N 47.470	10.950	P 10.950	-	0.950	0.790	8.0	72.530	R 108.800	R 108.800	145.070					
FIELD SURVEYOR:																		
CHIEF OF PARTY	2/22/2016	02/28/2017**	38.750	13.360	T 11.260	U 3.690	0.820	0.160	8.0	68.080	V 87.460	V 87.460	108.630					
INSTRUMENTMAN	2/22/2016	02/28/2017**	35.660	13.360	T 11.260	U 3.690	0.820	0.160	8.0	64.990	V 82.820	V 82.820	100.650					
CHAINMAN/RODMAN	2/22/2016	02/28/2017**	32.780	13.360	T 11.260	U 3.690	0.820	0.160	8.0	62.110	V 78.500	V 78.500	94.890					
GLAZIER	2/22/2016	12/31/2016**	A 44.530	9.950	X 15.390	-	0.550	Y 0.360	8.0	70.800	Z 93.070	Z 93.070	115.330					
MARBLE FINISHER	8/22/2015	07/31/2016**	AB 30.220	9.790	3.930	I -	0.450	0.550	8.0	44.940	AC 60.050	AC 60.050	75.160					
MARBLE MASON	8/22/2015	07/31/2016**	AB 40.410	9.790	14.390	I -	0.800	0.770	8.0	66.160	AC 86.360	AC 86.360	106.570					
PAINTER:																		
BRUSH AND SPRAY	2/22/2016	12/31/2016**	H 37.750	9.950	T 11.640	I -	0.550	0.380	D 8.0	60.270	79.150	AD 79.150	98.020					
INDUSTRIAL PAINTER	2/22/2016	12/31/2016**	H 38.250	9.950	T 11.640	I -	0.550	0.380	D 8.0	60.770	79.900	AD 79.900	99.020					
SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2016	12/31/2016**	H 38.250	9.950	T 11.640	I -	0.550	0.380	D 8.0	60.770	79.900	AD 79.900	99.020					
EXOTIC MATERIALS	2/22/2016	12/31/2016**	H 38.500	9.950	T 11.640	I -	0.550	0.380	D 8.0	61.020	80.270	AD 80.270	99.520					
PAPERHANGER/WALLCOVERING	2/22/2016	12/31/2016**	H 38.750	9.950	T 11.640	I -	0.550	0.380	D 8.0	61.270	80.650	AD 80.650	100.020					
TAPER	2/22/2016	06/30/2016**	AE 38.660	9.950	11.100	I -	0.460	0.500	8.0	60.670	80.000	D 80.000	AD 99.330					
TAPER CLEAN-UP	2/22/2016	06/30/2016**	AG 16.430	9.950	-	-	-	-	8.0	25.380	33.100	D 33.100	AD 40.810					
ASTERER	8/22/2015	06/30/2016**	AH 31.190	13.030	8.930	3.000	1.080	1.150	8.0	68.380	73.110	AI 73.110	87.830					
ASTER TENDER	8/22/2015	07/31/2016*	AK 29.040	9.250	10.920	F -	0.390	-	8.0	49.600	AL 62.580	AL 62.580	75.560					
LUMBER: PLUMBER, PIPE FITTER & REFRIGERATION FITTER (HVAC)	2/22/2016	06/30/2016**	41.900	11.530	14.310	F -	1.500	3.570	8.0	72.810	E 93.760	E 93.760	114.710					
PIPE TRADESMAN	2/22/2016	06/30/2016*	13.000	9.340	1.000	F -	-	0.710	8.0	24.060	E 30.550	E 30.550	37.050					
UNDERGROUND UTILITY PIPEFITTER	8/22/2015	06/30/2016**	26.600	6.600	AM 3.000	2.000	0.450	0.600	D 8.0	39.250	52.550	E 52.550	65.850					
LANDSCAPE PIPEFITTER	8/22/2015	06/30/2016**	26.600	6.600	AM 3.000	2.000	0.450	0.600	D 8.0	39.250	52.550	E 52.550	65.850					
UNDERGROUND UTILITY ASSISTANT	8/22/2015	06/30/2016**	15.600	6.600	AM 3.000	2.000	0.450	0.600	D 8.0	28.250	36.050	E 36.050	43.850					



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 BUILDINGS, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: MONTEREY COUNTY  
DETERMINATION: MTY-2016-1

ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							STRAIGHT-TIME			OVERTIME HOURLY RATE		
		BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY		
8/22/2015	06/30/2016**	15.600	6.600	AM 3.000	2.000	0.450	0.600	D 8.0	28.250	36.050	43.850			
8/22/2015	06/30/2016**	10.900	6.600	AM 3.000	2.000	0.450	0.600	D 8.0	23.550	29.000	34.450			
8/22/2015	06/30/2016**	10.550	6.600	AM -	2.000	0.450	0.600	D 8.0	20.200	25.480	30.750			
8/22/2015	06/30/2016**	10.900	6.600	AM 3.000	2.000	0.450	0.600	D 8.0	23.550	29.000	34.450			
2/22/2016	03/31/2016*	34.310	8.770	AQ 11.030	-	0.450	0.250	8.0	54.810	71.970	88.120			
8/22/2008	09/30/2009*	28.680	5.790	3.100	AR	0.700	0.200	8.0	38.470	52.810	52.810			
2/22/2016	06/30/2016*	42.910	13.280	AT 18.420	F	1.410	0.420	8.0	76.440	AU 99.030	121.610			
2/22/2016	06/30/2016*	42.910	13.280	AT 18.420	F	1.410	0.420	8.0	76.440	AV 99.030	AX 121.610			
2/22/2015	06/30/2015*	33.860	13.530	AY 18.000	F	AZ 0.300	-	8.0	65.680	AU 83.620	101.550			
2/22/2016	06/30/2016**	33.780	9.790	5.140	F	0.800	0.830	8.0	50.340	AU 65.120	79.900			
2/22/2016	06/30/2016**	41.010	9.790	14.940	F	0.800	1.010	8.0	67.550	AU 85.370	103.190			
8/22/2015	03/31/2016*	22.790	8.830	3.460	0.700	0.450	1.130	8.0	37.360	48.760	60.150			
8/22/2015	03/31/2016*	28.480	8.830	3.690	1.300	0.350	1.140	8.0	43.780	58.030	72.270			
8/22/2015	03/31/2016*	39.520	8.830	4.690	2.350	0.690	1.730	8.0	57.810	77.570	97.330			
8/22/1998	12/31/1998*	12.700	3.200	0.780	BD 0.630	-	-	8.0	17.310	BE 23.660	BE 23.660			
8/22/1998	12/31/1998*	12.700	3.200	0.780	BD 0.630	-	-	8.0	17.310	BE 23.660	BE 23.660			
8/22/1998	12/31/1998*	10.380	3.200	0.780	BF 0.520	-	-	8.0	14.880	BE 20.070	BE 20.070			

LANDSCAPE ASSISTANT JOURNEYMAN  
UNDERGROUND UTILITY TRADESMAN  
LANDSCAPE TRADESMAN I  
LANDSCAPE TRADESMAN II  
FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)  
ROOFER  
SHEET METAL WORKER  
ZONE 1 (UNDER 20 MILES)  
FOR SERVICE AND REPAIR  
METAL DECK & SIDING  
TERRAZZO FINISHER  
TERRAZZO WORKER  
TILE FINISHER  
RED CIRCLED FINISHER  
TILE SETTER  
WATER WELL DRILLER  
PUMP INSTALLER  
HELPER



**LOCALITY: MONTEREY COUNTY**  
**DETERMINATION: MTY-2016-1**

\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.

THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.

INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](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.HTM](http://www.dir.ca.gov/DAS/DAS.HTM).

THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.

A. INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.

B. INCLUDES AN AMOUNT FACTORED AT THE OVERTIME MULTIPLIER RATE.

C. INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE, LABOR MANAGEMENT COOPERATION COMMITTEE, AND VACATION TRUST FUND.

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

E. RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

F. INCLUDED IN STRAIGHT-TIME HOURLY RATE.

G. RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.

H. INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.

I. INCLUDED IN BASIC HOURLY RATE.

J. RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

K. IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.

L. IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.

M. RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

N. ALL OF SANTA CRUZ, MONTEREY, AND SAN BENITO COUNTIES WITHIN TWENTY-FIVE (25) AIR-MILES OF HIGHWAY 1 AND DOLAN ROAD IN MOSS LANDING, AND AN AREA EXTENDING FIVE (5) MILES EAST AND WEST OF HIGHWAY 101 SOUTH TO THE SAN LUIS OBISPO COUNTY LINE. FOR WAGE RATES IN AN AREA OUTSIDE OF THIS DESCRIPTION, PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEA UNIT.

O. CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED.

P. CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED. IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8 THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

Q. CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED. INCLUDES AN AMOUNT EQUAL TO 1.25% OF THE BASIC HOURLY RATE FOR ADMINISTRATIVE MAINTENANCE FUND

R. RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY. ALL OTHER TIME AND WORK PERFORMED ON A SATURDAY THAT IMMEDIATELY FOLLOWS A DESIGNATED HOLIDAY THAT IS OBSERVED ON A FRIDAY ARE PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

S. ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.

T. INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.

U. INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.

V. APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS, MONDAY THROUGH FRIDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE.

W. APPLIES TO THE FIRST 12 OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 40 HOURS WORK ON AN 8 HOUR DAY, MONDAY THROUGH FRIDAY, THEN THE BALANCE OF THE 40 HOURS, UP TO 8 HOURS, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.

X. INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.

Y. INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE

Z. APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.

AA. EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.

AB. INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.

AC. RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.

AD. DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.

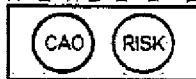
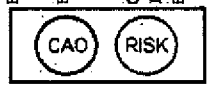


Exhibit A

**LOCALITY: MONTEREY COUNTY**  
**DETERMINATION: MTY-2016-1**

- AA INCLUDES AMOUNTS FOR VACATION AND DUES CHECK OFF
- AB PLEASE NOTE THAT THE TAPER CLEAN-UP APPLIES ONLY TO THE TAPER CLASSIFICATION.
- AC INCLUDES AN AMOUNT FOR DUES CHECK OFF
- AD INCLUDES AN AMOUNT WITHHELD FOR DUES CHECKOFF WHICH IS NOT FACTORED IN OVERTIME AND HOLIDAY WAGE RATES. EMPLOYEES WORKING ON AND BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL \$5.00 PER DAY ABOVE THE WAGE RATE.
- AE RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AF EACH MACHINE OPERATOR HOD CARRIER, COMMONLY KNOWN AS THE GUN MAN, SHALL RECEIVE AN ADDITIONAL \$0.75 PER HOUR. ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE \$5.00 PER HOUR OVER SCALE.
- AG INCLUDES AN AMOUNT FOR VACATION, DUES CHECK-OFF AND ORGANIZING DUES WHICH ARE NOT FACTORED INTO OVERTIME.
- AH RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AI PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AJ THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.
- AK THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.
- AL THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. MAINTENANCE WORK, BOTH DURING AND AFTER THE PLANT ESTABLISHMENT PERIOD, MAY BE PERFORMED BY LANDSCAPE TRADESMEN WITHOUT THE SUPERVISION OF A JOURNEYMAN PIPEFITTER.
- AM INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
- AN INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- AO APPLIES TO JOBSITES UNDER 20 MILES FROM MARKET AND MAIN STREETS IN SALINAS, CA (MONTEREY COUNTY) AND 5TH AND SAN BENITO STREETS IN HOLLISTER, CA (SAN BENITO COUNTY). FOR RATES OUTSIDE THESE ZONES REFER TO THE TRAVEL AND SUBSISTENCE PROVISIONS APPLICABLE TO THIS DETERMINATION.
- AP INCLUDES AN AMOUNT FOR PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER AT PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AQ RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. FOR BOTH THE MONDAY-FRIDAY AND THE TUESDAY-SATURDAY SERVICE WORKWEEKS, RATE APPLIES TO THE FIRST FOUR (4) HOURS WORKED OUTSIDE OF THE EMPLOYEE'S NORMAL EIGHT (8) WORK HOURS; ALL OTHER OVERTIME SHALL BE PAID AT THE DOUBLE TIME RATE OF PAY.
- AR APPLIES TO THE FIRST EIGHT (8) HOURS WORKED FOR THE MONDAY-FRIDAY SERVICE WORKWEEK; ALL OTHER OVERTIME SHALL BE PAID AT THE DOUBLE TIME RATE OF PAY. FOR THE TUESDAY-SATURDAY SERVICE WORKWEEK ONLY, SATURDAY WILL BE WORKED AT STRAIGHT-TIME FOR THE EMPLOYEE'S NORMAL EIGHT (8) WORK HOURS.
- AS THIS RATE ALSO APPLIES TO ALL HOURS WORKED ON MONDAY FOR THE TUESDAY-SATURDAY SERVICE WORKWEEK.
- AT INCLUDES AN AMOUNT FOR PENSION FACTORED AT THE OVERTIME MULTIPLIER RATE.
- AU INCLUDES \$0.03 FOR SCHOLAR FUND.
- AV THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).
- AW INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- AX INCLUDES AN AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE \$1.00 PER HOUR IN ADDITION TO REGULAR WAGES.
- AY RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; \$0.88 AFTER 2 YEARS OF EMPLOYMENT.
- AZ APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK AND FOR ALL HOURS ON SUNDAYS AND HOLIDAYS. RATE DOES NOT INCLUDE ANY ADDITIONAL AMOUNT THAT BE REQUIRED FOR VACATION/HOLIDAY PAYMENT.
- AA APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; \$0.72 AFTER 2 YEARS OF EMPLOYMENT.
- ORGANIZED 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.

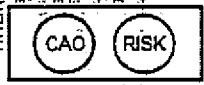




GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1771 AND 1773.1  
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: MONTEREY COUNTY  
 DETERMINATION: WTY-2016-1

ISSUE DATE	EXPIRATION DATE	CRRAFT (JOURNEY LEVEL)	INCREASE 1	INCREASE 2	INCREASE 3	INCREASE 4	INCREASE 5	INCREASE 6	INCREASE 7	INCREASE 8
DATE OF NEXT CHANGE	DATE OF NEXT CHANGE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE
2/22/2016	04/30/2016**	BLOCKLAYER, BLOCKLAYER, STONEMASON	\$1.00 A	5/1/2017	\$1.50 A	5/1/2018	\$1.75 A			
8/22/2015	06/30/2016**	COOK, CLEANER, CAULKER, WATERPROOFER	\$1.80 A	7/1/2017	\$1.85 A					
8/22/2015	06/30/2016**	BACK TENDER	\$1.00 A	7/1/2017	\$1.00 A	7/1/2019	\$1.20 A			
2/22/2016	12/31/2016**	CARPET, LINOLEUM, GLOTT FLOOR LAYER	\$2.00 A	1/1/2017	\$2.00 A	1/1/2019	\$2.00 A			
2/22/2016	12/31/2016**	FLOOR COVERING HANDLER AFTER 3 YEARS	\$1.00 A	1/1/2017	\$1.00 A	1/1/2019	\$1.00 A			
2/22/2016	12/31/2016**	FLOOR COVERING HANDLER LESS THAN 3 YEARS	\$0.80 A	1/1/2017	\$0.80 A	1/1/2019	\$0.80 A			
2/22/2016	12/31/2016**	FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	\$0.64 A	1/1/2017	\$0.64 A	1/1/2019	\$0.64 A			
2/22/2016	12/31/2016**	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	\$0.72 A	1/1/2017	\$0.72 A	1/1/2019	\$0.72 A			
2/22/2016	11/30/2016**	ELECTRICIAN:	\$2.00 A	12/1/2016	\$2.00 A					
2/22/2016	11/30/2016**	COUM & SYSTEM INSTALLER	\$2.00 A	12/1/2016	\$2.00 A					
2/22/2016	12/25/2016**	INSIDE WIREMAN, TECHNICIAN	\$1.75 A	12/25/2017	\$1.50 A	5/28/2018	\$1.00 A			
2/22/2016	12/25/2016**	CABLE SPlicer	\$1.75 A	12/25/2017	\$1.50 A	5/28/2018	\$1.00 A			
2/22/2016	12/25/2016**	INSIDE WIREMAN (WHEN WELDING)	\$1.75 A	12/25/2017	\$1.50 A	5/28/2018	\$1.00 A			
2/22/2016	02/28/2017**	FIELD SURVEYOR:	\$2.00 A	3/1/2017	\$2.00 A					
2/22/2016	02/28/2017**	CHIEF OF PARTY	\$2.00 A	3/1/2017	\$2.00 A					
2/22/2016	02/28/2017**	INSTRUMENTMAN	\$2.00 A	3/1/2017	\$2.00 A					
2/22/2016	12/31/2016**	CHAINMAN/ROOMMAN	\$2.00 C	1/1/2017	\$1.75 D	1/1/2018	\$1.85 A	8/1/2017	\$3.00 A	8/1/2018
8/22/2015	07/31/2016**	GLAZIER	\$1.30 A	8/1/2016	\$0.05 A	2/1/2017	\$0.05 A	8/1/2017	\$1.85 A	8/1/2018
8/22/2015	07/31/2016**	MARBLE FINISHER	\$2.10 A	8/1/2016	\$0.40 A	2/1/2017	\$3.00 A	8/1/2017	\$3.00 A	8/1/2018
2/22/2016	06/30/2016**	PAINTER:	\$1.76 F	1/1/2017	\$1.76 F					
2/22/2016	12/31/2016**	BRUSH AND SPRAY	\$1.76 F	1/1/2017	\$1.76 F					
2/22/2016	12/31/2016**	INDUSTRIAL PAINTER	\$1.76 F	1/1/2017	\$1.76 F					
2/22/2016	12/31/2016**	SANDBLASTER, STEAM CLEANER, WATERBLASTER	\$1.76 F	1/1/2017	\$1.76 F					
2/22/2016	12/31/2016**	EXOTIC MATERIALS	\$1.76 F	1/1/2017	\$1.76 F					
2/22/2016	12/31/2016**	PAPERHANGER/WALLCOVERING	\$1.76 F	1/1/2017	\$1.76 F					
2/22/2016	06/30/2016**	TAPER	\$2.05 A	7/1/2016	\$2.05 G	1/1/2017	\$2.05 G			
8/22/2015	06/30/2016**	PLASTERER	\$1.90 A	7/1/2016	\$1.90 A					
2/22/2016	06/30/2016**	PLUMBER, PIPE FITTER & REFRIGERATION FITTER (PWAC)	\$1.00 A	7/1/2016	\$1.25 A	7/1/2017	\$1.25 A	7/1/2018	\$1.25 A	
8/22/2015	06/30/2016**	GROUND UTILITY PIPEFITTER	\$0.80 H	7/1/2016	\$0.80 H					
8/22/2015	06/30/2016**	PIPE FITTER	\$0.80 H	7/1/2016	\$0.80 H					
8/22/2015	06/30/2016**	GROUND UTILITY ASSISTANT	\$0.80 H	7/1/2016	\$0.80 H					
8/22/2015	06/30/2016**	PIPEMAN	\$0.80 H	7/1/2016	\$0.80 H					
8/22/2015	06/30/2016**	PIPE ASSISTANT JOURNEYMAN	\$0.80 H	7/1/2016	\$0.80 H					
8/22/2015	06/30/2016**	GROUND UTILITY TRADESMAN	\$0.80 H	7/1/2016	\$0.80 H					
8/22/2015	06/30/2016**	PIPE TRADESMAN	\$0.80 H	7/1/2016	\$0.80 H					



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

LOCALITY: MONTEREY COUNTY  
DETERMINATION: MTY-2016-1

THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

A ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.

B \$0.75 TO PENSION AND \$1.25 TO WAGES AND/OR EMPLOYER PAYMENTS.

C \$0.75 TO PENSION AND \$1.00 TO WAGES AND/OR EMPLOYER PAYMENTS.

D EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.

E \$0.01 TO TRAINING; \$1.75 TO WAGES AND/OR FRINGES.

F \$0.48 TO PENSION AND \$1.57 TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

G \$0.10 TO THE BASIC HOURLY RATE, \$0.60 TO HEALTH AND WELFARE, AND \$0.10 TO VACATION

H THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.

I THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE:

J THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE: MAINTENANCE WORK, BOTH DURING AND AFTER THE PLANT ESTABLISHMENT PERIOD, MAY BE PERFORMED BY LANDSCAPE TRADESMEN WITHOUT THE SUPERVISION OF A JOURNEYMAN PIPEFITTER.

K THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

MTY-2016-1-INC



GENERAL PROVISIONS: WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1110, 1171 AND 1111.1  
 FOR COMMERCIAL BUILDING, HIGHWAY, RAILWAY CONSTRUCTION AND MARINE FACILITIES

LOCALITY: MONTEREY COUNTY  
 DETERMINATION: MTY-2016-1

LOCALITY: MONTEREY COUNTY DETERMINATION: MTY-2016-1	ISSUE DATE	EXPIRATION DATE	BASE HOURLY RATE	HEALTH AND WELFARE	PENSION	EMPLOYER PAYMENTS			STRAIGHT-TIME			OVERTIME HOURLY RATE			CONTRACT PROVISIONS			PREDETERMINED INCREASE
						VACATION	TRAINING	OTHER PAYMENTS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	SCOPE OF WORK	TRAVEL & SUBSISTENCE	SHIFT DIFFERENTIAL			
BRICKLAYER, BLOCKLAYER, PORTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT) WATERPROOFER (3RD SHIFT)	8/22/2015	06/30/2016**	A 49.900	9.790	10.790	0	1.480	0.400	C 8.0	72.940	87.290	0	97.290	122.240	SCOPE	TRAVEL	SHIFT	INCREASE
BRICKLAYER, BLOCKLAYER, PORTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT) WATERPROOFER (3RD SHIFT)	8/22/2015	06/30/2016**	A 52.070	9.790	10.790	0	1.480	0.400	C 8.0	74.510	100.540	0	100.540	126.590	SCOPE	TRAVEL	SHIFT	INCREASE
BRICKLAYER, BLOCKLAYER, PORTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT) WATERPROOFER (3RD SHIFT)	2/22/2016	04/30/2016**	A 40.480	9.790	12.020	0	0.800	F 1.100	C 8.0	66.180	87.430	0	87.430	108.670	SCOPE	TRAVEL	SHIFT	INCREASE
BRICKLAYER, BLOCKLAYER, PORTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT) WATERPROOFER (3RD SHIFT)	2/22/2016	04/30/2016**	A 42.410	9.790	12.020	0	0.800	F 1.100	C 8.0	68.120	90.320	0	90.320	112.630	SCOPE	TRAVEL	SHIFT	INCREASE
BRICK TENDER	8/22/2015	06/30/2016**	N 35.270	7.540	10.160	0	0.410	0.300	C 8.0	53.700	71.330	0	71.330	88.970	SCOPE	TRAVEL	SHIFT	INCREASE
ELECTRICIAN	2/22/2016	11/30/2016**	35.070	10.050	5.150	0	1.100	J 0.210	8.0	52.810	70.960	K	70.960	89.110	SCOPE	TRAVEL	SHIFT	INCREASE
COMM # SYSTEM INSTALLER, SECOND SHIFT	2/22/2016	11/30/2016**	35.320	10.650	5.150	0	1.100	J 0.210	8.0	53.070	71.350	K	71.350	89.630	SCOPE	TRAVEL	SHIFT	INCREASE
COMM # SYSTEM TECH, SECOND SHIFT	2/22/2016	11/30/2016**	39.830	10.650	5.150	0	1.100	J 0.210	8.0	57.720	78.350	K	78.350	98.980	SCOPE	TRAVEL	SHIFT	INCREASE
COMM # SYSTEM TECH, THIRD SHIFT	2/22/2016	11/30/2016**	40.080	10.650	5.150	0	1.100	J 0.210	8.0	57.980	78.730	K	78.730	99.470	SCOPE	TRAVEL	SHIFT	INCREASE
INSIDE WIREMAN, TECHNICIAN SECOND SHIFT	2/22/2016	12/25/2016**	M 47.470	10.950	10.950	0	0.950	P 0.790	7.5	72.630	108.800	R	108.800	145.070	SCOPE	TRAVEL	SHIFT	INCREASE
INSIDE WIREMAN, TECHNICIAN THIRD SHIFT	2/22/2016	12/25/2016**	M 49.620	10.950	10.950	0	0.950	P 0.820	7.0	74.780	112.170	R	112.170	149.590	SCOPE	TRAVEL	SHIFT	INCREASE
CABLE SPlicer SECOND SHIFT	2/22/2016	12/25/2016**	N 53.400	10.950	10.950	0	0.950	P 0.870	7.5	78.720	118.090	R	118.090	157.440	SCOPE	TRAVEL	SHIFT	INCREASE
CABLE SPlicer THIRD SHIFT	2/22/2016	12/25/2016**	N 55.820	10.950	10.950	0	0.950	P 0.920	7.0	81.240	121.870	R	121.870	162.400	SCOPE	TRAVEL	SHIFT	INCREASE
INSIDE WIREMAN (WHEN WELDING); 2ND SHIFT	2/22/2016	12/25/2016**	M 52.220	10.950	10.950	0	0.950	P 0.850	7.5	77.480	116.230	R	116.230	154.870	SCOPE	TRAVEL	SHIFT	INCREASE
INSIDE WIREMAN (WHEN WELDING); 3RD SHIFT	2/22/2016	12/25/2016**	M 54.090	10.950	10.950	0	0.950	P 0.880	7.0	79.960	119.920	R	119.920	159.890	SCOPE	TRAVEL	SHIFT	INCREASE
FIELD SURVEYOR	2/22/2016	03/28/2017**	43.680	13.380	11.200	U	0.820	0.150	7.0	72.820	94.720	X	94.720	116.510	SCOPE	TRAVEL	SHIFT	INCREASE
CHEF OF PARTY (NIGHT SHIFT)	2/22/2016	02/28/2017**	40.110	13.380	11.200	U	0.820	0.160	7.0	69.440	89.500	X	89.500	109.690	SCOPE	TRAVEL	SHIFT	INCREASE
INSTRUMENTMAN (NIGHT SHIFT)	2/22/2016	02/28/2017**	36.870	13.380	11.200	U	0.820	0.160	7.0	66.200	84.640	X	84.640	103.070	SCOPE	TRAVEL	SHIFT	INCREASE
CHANNING/RODMAN (NIGHT SHIFT)	8/22/2015	07/31/2016**	Z 35.220	9.790	3.920	AA	0.450	0.550	8.0	48.940	67.560	AA	67.560	85.160	SCOPE	TRAVEL	SHIFT	INCREASE
MARBLE FINISHER	8/22/2015	07/31/2016**	Z 48.410	9.790	14.990	AA	0.800	0.770	8.0	72.160	95.360	AA	95.360	118.570	SCOPE	TRAVEL	SHIFT	INCREASE
MARBLE FINISHER	2/22/2016	06/30/2016**	AO 38.780	9.790	5.140	B	0.800	0.830	8.0	55.340	72.620	AE	72.620	89.800	SCOPE	TRAVEL	SHIFT	INCREASE
TERRAZZO FINISHER	2/22/2016	06/30/2016**	AO 38.780	9.790	5.140	B	0.800	0.830	8.0	55.340	72.620	AE	72.620	89.800	SCOPE	TRAVEL	SHIFT	INCREASE
TERRAZZO FINISHER, 2ND SHIFT	2/22/2016	06/30/2016**	AO 48.010	9.790	14.940	B	0.800	1.010	8.0	75.550	97.370	AE	97.370	119.190	SCOPE	TRAVEL	SHIFT	INCREASE
TERRAZZO FINISHER, 3RD SHIFT	2/22/2016	06/30/2016**	AO 49.010	9.790	14.940	B	0.800	1.010	8.0	75.550	97.370	AE	97.370	119.190	SCOPE	TRAVEL	SHIFT	INCREASE
TERRAZZO WORKER	8/22/2015	03/31/2016*	AF 26.790	8.930	3.650	AA	0.700	0.450	8.0	41.360	52.760	C	52.760	64.150	SCOPE	TRAVEL	SHIFT	NO INCREASE
TERRAZZO WORKER, 2ND SHIFT	8/22/2015	03/31/2016*	AF 32.480	8.930	3.650	AA	1.300	0.350	8.0	47.790	62.090	C	62.090	78.270	SCOPE	TRAVEL	SHIFT	NO INCREASE
TERRAZZO WORKER, 3RD SHIFT	8/22/2015	03/31/2016*	AF 44.520	8.930	4.690	AA	2.390	0.690	8.8	62.810	82.570	C	82.570	102.330	SCOPE	TRAVEL	SHIFT	NO INCREASE

FOOTNOTES



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

**LOCALITY: MONTEREY COUNTY  
DETERMINATION: MTY-2016-1**

\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.  
THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.  
INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.

- 1. THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A. INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B. INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- C. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- D. RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
- E. INCLUDES AN AMOUNT FACTORED AT THE OVERTIME MULTIPLIER RATE.
- F. INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE, LABOR MANAGEMENT COOPERATION COMMITTEE, AND VACATION TRUST FUND.
- G. RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- H. INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
- I. IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- J. IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
- K. RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- L. DISREGARD THIS RATE. USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
- M. ALL OF SANTA CRUZ, MONTEREY, AND SAN BENITO COUNTIES WITHIN TWENTY-FIVE (25) AIR-MILES OF HIGHWAY 1 AND DOLAN ROAD IN MOSS LANDING, AND AN AREA EXTENDING FIVE (5) MILES EAST AND WEST OF HIGHWAY 101 SOUTH TO THE SAN LUIS OBISPO COUNTY LINE. FOR WAGE RATES IN AN AREA OUTSIDE OF THIS DESCRIPTION, PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEA UNIT.
- N. CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED.
- O. CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED. IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8 THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAKABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- P. CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED. INCLUDES AN AMOUNT EQUAL TO 1.25% OF THE BASIC HOURLY RATE FOR ADMINISTRATIVE MAINTENANCE FUND
- Q. 8 HOURS PAY FOR 7.5 HOURS WORKED AT THE STRAIGHT TIME BASIC HOURLY RATE
- R. RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY. ALL OTHER TIME AND WORK PERFORMED ON A SATURDAY THAT IMMEDIATELY FOLLOWS A DESIGNATED HOLIDAY THAT IS OBSERVED ON A FRIDAY ARE PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- S. 8 HOURS PAY FOR 7 HOURS WORKED AT THE STRAIGHT TIME BASIC HOURLY RATE.
- T. ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- U. INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.  
LUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.  
REGARD THIS RATE. FOR THE FIRST 4 DAILY OVERTIME HOURS, SUNDAY NIGHT THROUGH THURSDAY NIGHT, USE THE DAILY OVERTIME NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION. OTHER OVERTIME IS PAID AT THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 35 HOURS OF WORK ON A 7 HOUR DAY, DAY NIGHT THROUGH THURSDAY NIGHT, THE BALANCE OF THE 35 HOURS, UP TO 7 HOURS, MAY BE WORKED ON FRIDAY NIGHT AT THE STRAIGHT-TIME RATE.  
REGARD THIS RATE. FOR THE FIRST 12 HOURS OF WORK ON SATURDAY, USE THE SATURDAY NON-SHIFT DIFFERENTIAL RATE. FOR ALL HOURS AFTER THE FIRST 12 HOURS WORKED ON SATURDAY, THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE.  
LOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- AA. INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
- AB. INCLUDED IN BASIC HOURLY RATE.
- AC. RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
- AD. THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

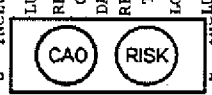
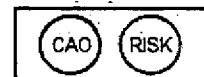


Exhibit A

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

**LOCALITY: MONTEREY COUNTY  
DETERMINATION: MTY-2016-1**

AD INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.  
AD RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

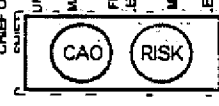


GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND SEWERAGE PROJECTS

LOCALITY: MONTEREY COUNTY  
 DETERMINATION: MTY-2016-1

Agreed

ISSUE DATE	EXPIRATION DATE	TRAFFIC (JOURNEY LEVEL)	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7		INCREASE 8	
			DATE OF NEXT INCREASE	AMOUNT OF INCREASE	DATE OF NEXT INCREASE	AMOUNT OF INCREASE	DATE OF NEXT INCREASE	AMOUNT OF INCREASE	DATE OF NEXT INCREASE	AMOUNT OF INCREASE	DATE OF NEXT INCREASE	AMOUNT OF INCREASE	DATE OF NEXT INCREASE	AMOUNT OF INCREASE	DATE OF NEXT INCREASE	AMOUNT OF INCREASE	DATE OF NEXT INCREASE	AMOUNT OF INCREASE
8/22/2015	06/30/2016**		7/1/2016	\$1.80 A	7/1/2017	\$1.85 A												
8/22/2015	06/30/2016**	BRICKLAYER, BLOCKLAYER, MASON, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT)	7/1/2016	\$1.80 A	7/1/2017	\$1.85 A												
2/22/2016	04/30/2016**	BRICKLAYER, BLOCKLAYER, STONEMASON (2ND SHIFT)	5/1/2016	\$1.00 A	5/1/2017	\$1.50 A	5/1/2018	\$1.75 A										
2/22/2016	04/30/2016**	BRICKLAYER, BLOCKLAYER, STONEMASON (3RD SHIFT)	5/1/2016	\$1.00 A	5/1/2017	\$1.50 A	5/1/2018	\$1.75 A										
8/22/2015	06/30/2016**	BRICK TENDER (SPECIAL SINGLE SHIFT)	7/1/2016	\$1.00 A	7/1/2017	\$1.00 A	7/1/2018	\$1.20 A										
2/22/2016	11/30/2016**	ELECTRICIAN: COMM & SYSTEM INSTALLER SECOND SHIFT	12/1/2016	\$2.00 A														
2/22/2016	11/30/2016**	COMM & SYSTEM INSTALLER THIRD SHIFT	12/1/2016	\$2.00 A														
2/22/2016	11/30/2016**	COMM & SYSTEM TECH. SECOND SHIFT	12/1/2016	\$2.00 A														
2/22/2016	11/30/2016**	COMM & SYSTEM TECH. THIRD SHIFT	12/1/2016	\$2.00 A														
2/22/2016	12/25/2016**	INSIDE WIREMAN, TECHNICIAN SECOND SHIFT	12/28/2016	\$1.75 A	12/25/2017	\$1.50 A	5/28/2018	\$1.00 A										
2/22/2016	12/25/2016**	INSIDE WIREMAN, TECHNICIAN THIRD SHIFT	12/28/2016	\$1.75 A	12/25/2017	\$1.50 A	5/28/2018	\$1.00 A										
2/22/2016	12/25/2016**	CABLE SPlicer THIRD SHIFT	12/28/2016	\$1.75 A	12/25/2017	\$1.50 A	5/28/2018	\$1.00 A										
2/22/2016	12/25/2016**	INSIDE WIREMAN (WHEN WELDING) - 2ND SHIFT	12/28/2016	\$1.75 A	12/25/2017	\$1.50 A	5/28/2018	\$1.00 A										
2/22/2016	12/25/2016**	INSIDE WIREMAN (WHEN WELDING) - 3RD SHIFT	12/28/2016	\$1.75 A	12/25/2017	\$1.50 A	5/28/2018	\$1.00 A										
2/22/2016	02/28/2017**	FIELD SURVEYOR: CHIEF OF PARTY (NIGHT SHIFT)	3/1/2017	\$2.00 A														
2/22/2016	02/28/2017**	UMENTMAN (NIGHT)	3/1/2017	\$2.00 A														
2/22/2016	02/28/2017**	MANRODMAN (NIGHT)	3/1/2017	\$2.00 A														
8/22/2015	07/31/2016**	FINISHER (2ND)	8/1/2016	\$1.30 A	2/1/2017	\$0.05 A	8/1/2017	\$1.85 A	8/1/2018	\$2.20 A								
8/22/2015	07/31/2016**	FINISHER (2ND)	8/1/2016	\$1.30 A	2/1/2017	\$0.05 A	8/1/2017	\$1.85 A	8/1/2018	\$2.20 A								
8/22/2015	07/31/2016**	MASON	8/1/2016	\$2.10 A	2/1/2017	\$0.40 A	8/1/2017	\$3.00 A	8/1/2018	\$3.25 A								
8/22/2015	07/31/2016**	LE MASON (2ND SHIFT)	8/1/2016	\$2.10 A	2/1/2017	\$0.40 A	8/1/2017	\$3.00 A	8/1/2018	\$3.25 A								

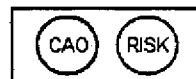


GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1772 AND 1773.1  
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND RELATED PROJECTS

LOCALITY: MONTEREY COUNTY  
 DETERMINATION: MTY-2016-1

ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7		INCREASE 8	
		DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
2/22/2016	06/30/2016**	7/1/2016	\$1.00 A	7/1/2017	\$1.00 A	7/1/2018	\$1.25 A										
2/22/2016	06/30/2016**	7/1/2016	\$1.00 A	7/1/2017	\$1.00 A	7/1/2018	\$1.25 A										
2/22/2016	06/30/2016**	7/1/2016	\$1.50 A	7/1/2017	\$1.75 A	7/1/2018	\$2.00 A										
2/22/2016	06/30/2016**	7/1/2016	\$1.50 A	7/1/2017	\$1.75 A	7/1/2018	\$2.00 A										

FOOTNOTES:



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

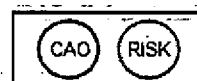
**LOCALITY: MONTEREY COUNTY**

**DETERMINATION: MTY-2016-1**

THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

- A ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- B EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- D THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

MTY-2016-1-INC





DEPARTMENT OF INDUSTRIAL RELATIONS  
Office of the Director – Research Unit  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



March 3, 2016

**IMPORTANT NOTICE TO 2016-1 CD RECIPIENTS, AWARING BODIES, AND ALL  
INTERESTED PARTIES REGARDING CORRECTIONS TO  
THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

Dear Public Official/Other Interested Parties:

**CRAFT:** Iron Worker  
**DETERMINATION:** C-20-X-1-2016-1  
**LOCALITY:** All localities within the State of California

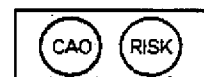
*The travel and subsistence provisions for the Iron Worker determination, C-20-X-1-2015-2, was mistakenly published on the 2016-1 CD instead of the travel and subsistence provisions for determination C-20-X-1-2016-1. To obtain the correct travel and subsistence provisions for determination C-20-X-1-2016-1, please visit our website @ <http://www.dir.ca.gov/oprl/PWD/index.htm> or contact the Prevailing Wage Unit @ 415-703-4774.*

With the exception of this correction, all of the wage rates and other conditions found in the above referenced determination remain unchanged.

**CRAFT:** Metal Roofing Systems Installer  
**DETERMINATION:** C-MR-2016-1K  
**LOCALITY:** All localities within Santa Barbara County

*The travel and subsistence provisions for the Metal Roofing Systems Installer determination, C-MR-2015-2K, was mistakenly published on the 2016-1 CD instead of the travel and subsistence provisions for determination C-MR-2016-1K. To obtain the correct travel and subsistence provisions for determination C-MR-2016-1K, please visit our website @ <http://www.dir.ca.gov/oprl/PWD/index.htm> or contact the Prevailing Wage Unit @ 415-703-4774.*

With the exception of this correction, all of the wage rates and other conditions found in the above referenced determination remain unchanged.



**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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:** C-DT-830-261-6-2009-1

**Issue Date:** February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:** All localities within Kern, Monterey, San Luis Obispo, Santa Barbara, and Ventura Counties.

Classification	Employer Payments				Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Hours	Total Hourly Rate	Daily (1½ X)	Sunday/Holiday (1½ X)
Driver: Dump Truck	\$16.76	\$3.04 <sup>a</sup>	\$2.75	\$0.90 <sup>b</sup>	8.0	\$24.09	\$32.47 <sup>c</sup>	\$32.47

<sup>a</sup> The contribution applies to all hours until \$526.19 is paid for the month.

<sup>b</sup> \$1.22 after 2 years of service,

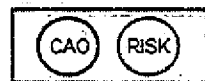
\$1.55 after 10 years of service.

<sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

\* There is no predetermined increase applicable to this determination.

**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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage 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 requirements for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage 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**

**# METAL ROOFING SYSTEMS INSTALLER**

**DETERMINATION:** C-MR-2016-1G

**ISSUE DATE:** February 22, 2016

**EXPIRATION DATE OF DETERMINATION:** June 30, 2016\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**LOCALITIES:** All localities within Monterey County<sup>f</sup>. (REF: 166-104-10)

Classification	Employer Payments				Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Vacation and Holiday	Training Other	Hours	Total Hourly Rate	Daily (1 1/2 X)	Saturday (1 1/2 X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$42.91 <sup>a</sup>	\$13.28 <sup>e</sup>	\$18.42 <sup>b</sup>	\$1.41	8.0	\$76.44	\$99.03 <sup>d</sup>	\$99.03 <sup>d</sup>	\$121.61

<sup>#</sup> Indicates an apprenticeship craft. The current apprenticeship 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>.

<sup>a</sup> Includes amount for Vacation/Holiday and Dues Check Off.

<sup>b</sup> Includes an amount for PSP that is factored at the applicable overtime multiplier. Includes an amount equal to 3% of wages and employee benefits (excluding training and other payment) for National SASMI Fund (Wage Stabilization Plan). Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

<sup>c</sup> Included in Straight-Time hourly rate.

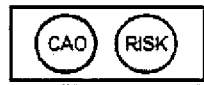
<sup>d</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime hourly rate.

<sup>e</sup> Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

<sup>f</sup> Rate applies to jobsites under 20 miles from Market and Main Streets in Salinas, CA. For rates outside that zone refer to the Travel and Subsistence provisions applicable to this determination.

**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: # OPERATING ENGINEER (BUILDING CONSTRUCTION)

DETERMINATION: NC-23-83-1-2015-2A  
ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within 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, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments						Straight Time		Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training Payments	Other Payments	Hours <sup>c</sup>	Total Hourly Rate	Daily/ Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday 2X			
Classification Group <sup>e</sup>	Area 1 <sup>b</sup>	Area 2 <sup>b</sup>					Area 1 <sup>b</sup>	Area 2 <sup>b</sup>	Area 1 <sup>b</sup>	Area 2 <sup>b</sup>	Area 1 <sup>b</sup>	Area 2 <sup>b</sup>	
Group 1	\$39.55	\$41.55	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$69.98	\$70.99	\$88.76	\$91.76	\$108.53	\$112.53
Group 2	\$38.10	\$40.10	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$67.53	\$69.53	\$86.58	\$89.58	\$106.63	\$109.63
Group 3	\$38.70	\$38.70	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$68.13	\$68.13	\$84.48	\$87.48	\$102.83	\$106.83
Group 4	\$35.37	\$37.37	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$64.80	\$66.80	\$82.49	\$85.49	\$100.17	\$104.17
Group 5	\$34.16	\$36.16	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$63.59	\$65.59	\$80.67	\$83.67	\$97.75	\$101.75
Group 6	\$32.89	\$34.89	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$62.32	\$64.32	\$78.77	\$81.77	\$95.21	\$99.21
Group 7	\$31.80	\$33.80	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$61.23	\$63.23	\$77.13	\$80.13	\$93.03	\$97.03
Group 8	\$30.72	\$32.72	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$60.15	\$62.15	\$75.51	\$78.51	\$90.87	\$94.87
Group 8-A	\$28.60	\$30.60	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$58.03	\$60.03	\$72.33	\$75.33	\$86.63	\$90.63
Group 1-A	\$40.40	\$42.40	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$69.83	\$71.83	\$90.03	\$93.03	\$110.23	\$114.23
Truck Crane Assistant to Engineer	\$33.74	\$35.74	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$63.17	\$65.17	\$80.04	\$83.04	\$98.91	\$100.91
Assistant to Engineer	\$31.57	\$33.57	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$61.00	\$63.00	\$76.79	\$79.79	\$92.57	\$96.57
Group 2-A	\$38.71	\$40.71	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$68.14	\$70.14	\$87.50	\$90.50	\$108.85	\$110.85
Truck Crane Assistant to Engineer	\$33.50	\$35.50	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$62.93	\$64.93	\$79.68	\$82.68	\$96.43	\$100.43
Assistant to Engineer	\$31.35	\$33.35	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$60.78	\$62.78	\$76.46	\$79.46	\$92.13	\$96.13
Group 3-A	\$37.07	\$39.07	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$66.50	\$68.50	\$85.04	\$88.04	\$103.57	\$107.57
Truck Crane Assistant to Engineer	\$33.26	\$35.26	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$62.69	\$64.69	\$79.32	\$82.32	\$95.95	\$99.95
Hydraulic	\$32.89	\$34.89	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$62.32	\$64.32	\$78.77	\$81.77	\$95.21	\$99.21
Assistant to Engineer	\$31.10	\$33.10	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$60.53	\$62.53	\$76.08	\$79.08	\$91.83	\$95.83
Group 4-A	\$34.16	\$36.16	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$63.59	\$65.59	\$80.67	\$83.67	\$97.75	\$101.75

# Indicates an apprenticeship 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>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> AREA 1 - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tuolumne and Trinity counties.

<sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

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

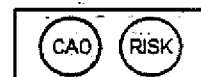
<sup>e</sup> includes an amount for supplemental dues.

<sup>f</sup> 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 of pay at the non-shift wage rate.

NOTE: For Special Single and Second Shift rates, please see page 40C.

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 8700 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: # OPERATING ENGINEER (BUILDING CONSTRUCTION)  
(SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-83-1-2015-2A  
ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within 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, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments							Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday*	Training	Other Payments	Hours	Total Hourly Rate	Daily/ Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday 2X				
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	
Group 1	\$43.70	\$45.70	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$73.13	\$75.13	\$94.98	\$97.98	\$118.83	\$120.83
Group 2	\$42.06	\$44.06	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$71.49	\$73.49	\$92.52	\$95.52	\$113.55	\$117.55
Group 3	\$40.50	\$42.50	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$69.93	\$71.93	\$90.18	\$93.18	\$110.43	\$114.43
Group 4	\$38.98	\$40.98	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.41	\$70.41	\$87.90	\$90.90	\$107.39	\$111.39
Group 5	\$37.83	\$39.83	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.06	\$69.06	\$85.88	\$88.88	\$104.69	\$108.69
Group 6	\$36.19	\$38.19	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.62	\$67.62	\$83.72	\$86.72	\$101.81	\$105.81
Group 7	\$34.98	\$36.98	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.41	\$66.41	\$81.90	\$84.90	\$99.39	\$103.39
Group 8	\$33.77	\$35.77	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.20	\$65.20	\$80.09	\$83.09	\$98.97	\$100.97
Group 8-A	\$31.38	\$33.38	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$60.81	\$62.81	\$76.50	\$79.50	\$92.19	\$96.19
Group 1-A	\$44.66	\$46.66	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$74.09	\$76.09	\$96.42	\$99.42	\$118.75	\$122.75
Truck Crane Assistant to Engineer	\$37.17	\$39.17	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.60	\$68.60	\$85.19	\$88.19	\$103.77	\$107.77
Assistant to Engineer	\$34.71	\$36.71	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.14	\$66.14	\$81.50	\$84.50	\$98.85	\$102.85
Group 2-A	\$42.75	\$44.75	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$72.18	\$74.18	\$93.68	\$96.68	\$114.93	\$118.93
Truck Crane Assistant to Engineer	\$36.90	\$38.90	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.33	\$68.33	\$84.78	\$87.78	\$103.23	\$107.23
Assistant to Engineer	\$34.47	\$36.47	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.90	\$65.90	\$81.14	\$84.14	\$98.37	\$102.37
Group 3-A	\$40.89	\$42.89	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$70.32	\$72.32	\$90.77	\$93.77	\$111.21	\$115.21
Truck Crane Assistant to Engineer	\$36.83	\$38.83	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.06	\$68.06	\$84.38	\$87.38	\$102.89	\$106.89
Hydraulic	\$36.19	\$38.19	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.62	\$67.62	\$83.72	\$86.72	\$101.81	\$105.81
Assistant to Engineer	\$34.19	\$36.19	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.62	\$65.62	\$80.72	\$83.72	\$97.81	\$101.81
Group 4-A	\$37.63	\$39.63	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.06	\$69.06	\$85.88	\$88.88	\$104.69	\$108.69

# 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>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> AREA 1 - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

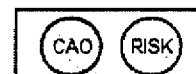
<sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

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

\* Includes an amount for supplemental dues.

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: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)

DETERMINATION: NC-23-83-1-2015-2D1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2018\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within 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, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification <sup>b</sup> (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>c</sup>	Training	Other Payments	Hours <sup>d</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>e</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$41.34	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$70.77	\$91.44	\$91.44	\$112.11
Truck Crane Assistant to Engineer	\$34.35	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.78	\$80.96	\$80.96	\$98.13
Assistant to Engineer	\$32.21	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.64	\$77.75	\$77.75	\$93.85
Group 2	\$39.63	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$69.06	\$88.88	\$88.88	\$108.89
Truck Crane Assistant to Engineer	\$34.13	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.58	\$80.63	\$80.63	\$97.89
Assistant to Engineer	\$31.96	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.39	\$77.37	\$77.37	\$93.35
Group 3	\$38.24	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.67	\$86.79	\$86.79	\$105.91
Truck Crane Assistant to Engineer	\$33.88	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.31	\$80.25	\$80.25	\$97.19
Hydraulic Assistant to Engineer	\$33.50	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.93	\$79.68	\$79.68	\$96.43
Assistant to Engineer	\$31.73	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.16	\$77.03	\$77.03	\$92.89
Group 4	\$36.31	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.74	\$83.90	\$83.90	\$102.05
Group 5	\$35.06	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.49	\$82.02	\$82.02	\$99.55

\* 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>.

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

<sup>b</sup> For classifications within each group, see page 45.

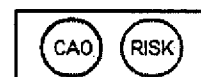
<sup>c</sup> Includes an amount for supplemental dues.

<sup>d</sup> 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 of pay at the non-shift wage rate.

NOTE: For Special Single and Second Shift rates, please see page 40D.

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: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)  
(SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2015-2D1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within 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, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification <sup>b</sup> (Journey <sup>c</sup> person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$45.71	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$75.14	\$98.00	\$98.00	\$120.85
Truck Crane Assistant to Engineer	\$37.85	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.28	\$86.21	\$86.21	\$105.13
Assistant to Engineer	\$35.43	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.86	\$82.58	\$82.58	\$100.29
Group 2	\$43.79	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$73.22	\$95.12	\$95.12	\$117.01
Truck Crane Assistant to Engineer	\$37.59	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.02	\$85.82	\$85.82	\$104.61
Assistant to Engineer	\$35.16	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.59	\$82.17	\$82.17	\$99.75
Group 3	\$42.21	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$71.64	\$92.75	\$92.75	\$113.85
Truck Crane Assistant to Engineer	\$37.31	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.74	\$85.40	\$85.40	\$104.05
Hydraulic Assistant to Engineer	\$36.90	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.33	\$84.78	\$84.78	\$103.23
Assistant to Engineer	\$34.88	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.31	\$81.75	\$81.75	\$99.19
Group 4	\$40.06	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$89.49	\$89.52	\$89.52	\$109.55
Group 5	\$38.64	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.07	\$87.39	\$87.39	\$106.71

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRU/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>.

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

<sup>b</sup> For classifications within each group, see page 45.

<sup>c</sup> Includes an amount for supplemental dues.

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/OPRU/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/OPRU/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: # IRON WORKER

DETERMINATION: C-20-X-1-2016-1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016\*\* 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 the State of California

CLASSIFICATION (Journey person)	Employer Payments						Hours	Straight-Time Total Hourly Rate	Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments			<sup>b</sup> Daily 1 1/2X	<sup>b</sup> Saturday 1 1/2X	Sunday/ Holiday
Iron Worker (Ornamental, Reinforcing, Structural)	\$34.00	9.42	13.32	<sup>a</sup> 3.92	0.72	2.425	8	63.805	80.805	80.805	97.805
Fence Erector	\$27.58	7.25	8.99	<sup>a</sup> 2.62	0.51	1.515	8	48.465	62.255	62.255	76.045

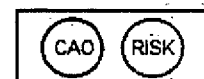
# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes supplemental dues.

<sup>b</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday. All other overtime is at the Sunday/Holiday rate.

**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.





FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: JUNE 26, 2016\*\* 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* (Journey person)	Basic Hourly Rate <sup>a</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours <sup>f</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
<b>AREA 1<sup>e</sup></b>											
Construction Specialist	29.49	7.54	10.38	2.63	0.43	0.22	8	50.69	65.435	65.435	80.18
Group 1; Group 1(B) <sup>f</sup>	28.79	7.54	10.38	2.63	0.43	0.22	8	49.99	64.385	64.385	78.78
Group 1 (A)	29.01	7.54	10.38	2.63	0.43	0.22	8	50.21	64.715	64.715	79.22
Group 1 (C)	28.84	7.54	10.38	2.63	0.43	0.22	8	50.04	64.46	64.46	78.88
Group 1 (E)	29.34	7.54	10.38	2.63	0.43	0.22	8	50.54	65.21	65.21	79.88
Group 1 (F-1)	29.37	7.54	10.38	2.63	0.43	0.22	8	50.57	65.255	65.255	79.94
Group 1 (F-2)	28.39	7.54	10.38	2.63	0.43	0.22	8	49.59	63.785	63.785	77.98
Group 1 (G)	28.99	7.54	10.38	2.63	0.43	0.22	8	50.19	64.685	64.685	79.18
Group 2	28.64	7.54	10.38	2.63	0.43	0.22	8	49.84	64.16	64.16	78.48
Group 3; Group 3(A)	28.54	7.54	10.38	2.63	0.43	0.22	8	49.74	64.01	64.01	78.28
Group 4; Group 6(B)	22.23	7.54	10.38	2.63	0.43	0.22	8	43.43	54.545 <sup>d</sup>	54.545 <sup>d</sup>	65.66 <sup>d</sup>
Group 6	29.75	7.54	10.38	2.63	0.43	0.22	8	50.95	65.825	65.825	80.70
Group 6 (A)	29.25	7.54	10.38	2.63	0.43	0.22	8	50.45	65.075	65.075	79.70
Group 6 (C)	28.66	7.54	10.38	2.63	0.43	0.22	8	49.86	64.19	64.19	78.52
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	19.98	7.54	10.38	2.63	0.43	0.22	8	41.18	51.17	51.17	61.16
Stage 2 (2 <sup>nd</sup> 6 months)	22.83	7.54	10.38	2.63	0.43	0.22	8	44.03	55.445	55.445	66.86
Stage 3 (3 <sup>rd</sup> 6 months)	25.69	7.54	10.38	2.63	0.43	0.22	8	46.89	59.735	59.735	72.58
<b>AREA 2<sup>e</sup></b>											
Construction Specialist	28.49	7.54	10.38	2.63	0.43	0.22	8	49.69	63.935	63.935	78.18
Group 1; Group 1(B) <sup>f</sup>	27.79	7.54	10.38	2.63	0.43	0.22	8	48.99	62.885	62.885	76.78
Group 1 (A)	28.01	7.54	10.38	2.63	0.43	0.22	8	49.21	63.215	63.215	77.22
Group 1 (C)	27.84	7.54	10.38	2.63	0.43	0.22	8	49.04	62.96	62.96	76.88
Group 1 (E)	28.34	7.54	10.38	2.63	0.43	0.22	8	49.54	63.71	63.71	77.88
Group 1 (F-1)	28.37	7.54	10.38	2.63	0.43	0.22	8	49.57	63.755	63.755	77.94
Group 1 (F-2)	27.39	7.54	10.38	2.63	0.43	0.22	8	48.59	62.285	62.285	75.98
Group 2	27.64	7.54	10.38	2.63	0.43	0.22	8	48.84	62.66	62.66	76.48
Group 3; Group 3(A)	27.54	7.54	10.38	2.63	0.43	0.22	8	48.74	62.51	62.51	76.28
Group 4; Group 6(B)	21.23	7.54	10.38	2.63	0.43	0.22	8	42.43	53.045 <sup>d</sup>	53.045 <sup>d</sup>	63.66 <sup>d</sup>
Group 6	28.75	7.54	10.38	2.63	0.43	0.22	8	49.95	64.325	64.325	78.70
Group 6 (A)	28.25	7.54	10.38	2.63	0.43	0.22	8	49.45	63.575	63.575	77.70
Group 6 (C)	27.66	7.54	10.38	2.63	0.43	0.22	8	48.86	62.69	62.69	76.52
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	19.28	7.54	10.38	2.63	0.43	0.22	8	40.48	50.12	50.12	59.76
Stage 2 (2 <sup>nd</sup> 6 months)	22.03	7.54	10.38	2.63	0.43	0.22	8	43.23	54.245	54.245	65.26
Stage 3 (3 <sup>rd</sup> 6 months)	24.79	7.54	10.38	2.63	0.43	0.22	8	45.99	58.385	58.385	70.78

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](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](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.

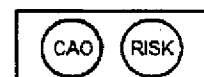
e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

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](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.



**CONSTRUCTION SPECIALIST**

ASPHALT IRONERS AND RAKERS  
CHAINSAW  
CONCRETE DIAMOND 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  
DIAMOND CORE DRILLER  
MULTIPLE UNIT DRILLS  
HIGH SCALERS (INCLUDING DRILLING OF SAME)  
HYDRAULIC DRILLS  
CERTIFIED WELDER

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

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

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

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

**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 AND

**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 PILERS  
PAVEMENT MARKERS (BUTTON SETTERS)  
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVER MACHINES  
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS  
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS  
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR  
TOOL ROOM ATTENDANT (JOBSITE ONLY)  
WHEELBARROW, INCLUDING POWER DRIVEN

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

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

**GROUP 4**

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

**NOTE:** AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 37 OF THESE GENERAL DETERMINATIONS.

**GROUP 6**

STRUCTURAL NOZZLEMAN

**GROUP 6(A)**

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)  
RODMAN  
GROUNDMAN

**GROUP 6(B) - SEE GROUP 4 RATES**

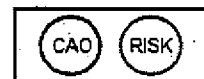
GUNITE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINEE RECEIVES THE JOURNEYMAN SCALE).  
**NOTE:** THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

**GROUP 6(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-23-102-1-2015-2A

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: JUNE 26, 2016\*\* 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	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
<b>AREA 1*</b>											
Construction Specialist	32.49	7.54	10.38	2.63	0.43	0.22	8	53.69	69.935	69.935	86.18
Group 1; Group 1(B) <sup>g</sup>	31.79	7.54	10.38	2.63	0.43	0.22	8	52.99	68.885	68.885	84.78
Group 1 (A)	32.01	7.54	10.38	2.63	0.43	0.22	8	53.21	69.215	69.215	85.22
Group 1 (C)	31.84	7.54	10.38	2.63	0.43	0.22	8	53.04	68.96	68.96	84.88
Group 1 (E)	32.34	7.54	10.38	2.63	0.43	0.22	8	53.54	69.71	69.71	85.88
Group 1 (F-1)	32.37	7.54	10.38	2.63	0.43	0.22	8	53.57	69.755	69.755	85.94
Group 1 (F-2)	31.39	7.54	10.38	2.63	0.43	0.22	8	52.59	68.285	68.285	83.98
Group 1 (G)	31.99	7.54	10.38	2.63	0.43	0.22	8	53.19	69.185	69.185	85.18
Group 2	31.64	7.54	10.38	2.63	0.43	0.22	8	52.84	68.66	68.66	84.48
Group 3; Group 3(A)	31.54	7.54	10.38	2.63	0.43	0.22	8	52.74	68.51	68.51	84.28
Group 4; Group 6(B)	25.23	7.54	10.38	2.63	0.43	0.22	8	46.43	59.045 <sup>d</sup>	59.045 <sup>d</sup>	71.66 <sup>d</sup>
Group 6	32.75	7.54	10.38	2.63	0.43	0.22	8	53.95	70.325	70.325	86.70
Group 6 (A)	32.25	7.54	10.38	2.63	0.43	0.22	8	53.45	69.575	69.575	85.70
Group 6 (C)	31.66	7.54	10.38	2.63	0.43	0.22	8	52.86	68.69	68.69	84.52
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	22.98	7.54	10.38	2.63	0.43	0.22	8	44.18	55.67	55.67	67.16
Stage 2 (2 <sup>nd</sup> 6 months)	25.83	7.54	10.38	2.63	0.43	0.22	8	47.03	59.945	59.945	72.86
Stage 3 (3 <sup>rd</sup> 6 months)	28.69	7.54	10.38	2.63	0.43	0.22	8	49.89	64.235	64.235	78.58
<b>AREA 2*</b>											
Construction Specialist	31.34	7.54	10.38	2.63	0.43	0.22	8	52.54	68.21	68.21	83.88
Group 1; Group 1(B) <sup>g</sup>	30.64	7.54	10.38	2.63	0.43	0.22	8	51.84	67.16	67.16	82.48
Group 1 (A)	30.86	7.54	10.38	2.63	0.43	0.22	8	52.06	67.49	67.49	82.92
Group 1 (C)	30.69	7.54	10.38	2.63	0.43	0.22	8	51.89	67.235	67.235	82.58
Group 1 (E)	31.19	7.54	10.38	2.63	0.43	0.22	8	52.39	67.985	67.985	83.58
Group 1 (F-1)	31.22	7.54	10.38	2.63	0.43	0.22	8	52.42	68.03	68.03	83.64
Group 1 (F-2)	30.24	7.54	10.38	2.63	0.43	0.22	8	51.44	66.56	66.56	81.68
Group 2	30.49	7.54	10.38	2.63	0.43	0.22	8	51.69	66.935	66.935	82.18
Group 3; Group 3(A)	30.39	7.54	10.38	2.63	0.43	0.22	8	51.59	66.785	66.785	81.98
Group 4; Group 6(B)	24.08	7.54	10.38	2.63	0.43	0.22	8	45.28	57.32 <sup>d</sup>	57.32 <sup>d</sup>	69.36 <sup>d</sup>
Group 6	31.60	7.54	10.38	2.63	0.43	0.22	8	52.80	68.60	68.60	84.40
Group 6 (A)	31.10	7.54	10.38	2.63	0.43	0.22	8	52.30	67.85	67.85	83.40
Group 6 (C)	30.51	7.54	10.38	2.63	0.43	0.22	8	51.71	66.965	66.965	82.22
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	22.13	7.54	10.38	2.63	0.43	0.22	8	43.33	54.395	54.395	65.46
Stage 2 (2 <sup>nd</sup> 6 months)	24.88	7.54	10.38	2.63	0.43	0.22	8	46.08	58.52	58.52	70.96
Stage 3 (3 <sup>rd</sup> 6 months)	27.64	7.54	10.38	2.63	0.43	0.22	8	48.84	62.66	62.66	76.48

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](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.HTM](http://www.dir.ca.gov/DAS/DAS.HTM).

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 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.



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: TRAFFIC CONTROL/LANE CLOSURE (LABORER) <sup>b</sup>**  
**AND**  
**# PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)**

**DETERMINATION:** NC-23-102-13-2015-2

**ISSUE DATE:** August 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 26, 2016\*\* 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>a</sup>	Pension <sup>a</sup>	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily <sup>f</sup>	Saturday <sup>g</sup>	Sunday And Holiday <sup>h</sup>

**TRAFFIC CONTROL AND RELATED CLASSIFICATIONS**

**AREA 1 <sup>d</sup>**

Traffic Control Person I	28.84	7.54	10.38	2.63	0.43	0.22	8	50.04	64.46	64.46	78.88
Traffic Control Person II	26.34	7.54	10.38	2.63	0.43	0.22	8	47.54	60.71	60.71	75.68
Flag Person	28.54	7.54	10.38	2.63	0.43	0.22	8	49.74	64.01	64.01	78.28

**AREA 2 <sup>d</sup>**

Traffic Control Person I	27.84	7.54	10.38	2.63	0.43	0.22	8	49.04	62.96	62.96	76.88
Traffic Control Person II	25.34	7.54	10.38	2.63	0.43	0.22	8	46.54	59.21	59.21	71.88
Flag Person	27.54	7.54	10.38	2.63	0.43	0.22	8	48.74	62.51	62.51	76.28

**DETERMINATION:** NC-23-102-13-2016-1A

**ISSUE DATE:** February 22, 2016

**EXPIRATION DATE OF DETERMINATION:** June 26, 2016\*\* 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 Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, and Yuba Counties.

**STRIPER AND RELATED CLASSIFICATIONS**

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health <sup>a</sup> and Welfare	Pension <sup>a</sup>	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily <sup>f</sup>	Saturday <sup>g</sup>	Sunday and Holiday <sup>h</sup>

**Group 1**

Traffic Striping Applicator

**Group 2**

Traffic Delineating Device Applicator  
Traffic Protective System Installer  
Pavement Markings Applicator  
Decorative Asphalt Surfacing Applicator

**Group 3**

Traffic Surface Abrasive Blaster  
Pot Tender

**Group 4**

Parking Lots, Game Courts & Playground  
Striping Applicator  
Decorative Asphalt Surfacing Laborer

Footnotes are listed on page 44A



**Determination:** NC-23-102-13-2015-2 and NC-23-102-13-2016-1A

- # 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 Includes an amount for the Annuity Trust Fund.
- b Includes an amount for Supplemental Dues.
- c Saturdays or scheduled sixth (6<sup>th</sup>) consecutive work day in the same work week may be worked at straight-time if the 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.
- d **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.
- e Includes an amount for Retiree Health & Welfare
- f One and one-half (1-1/2) the straight time hourly rate of pay shall be paid for all work performed in excess of forty hours (40) a week or eight hours (8) a day and the sixth (6th) consecutive day worked or Saturdays.
- g Two times (2x) the straight time hourly rate of pay shall be paid for all work performed on the seventh (7th) consecutive day worked, or Sundays and holidays.
- h The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

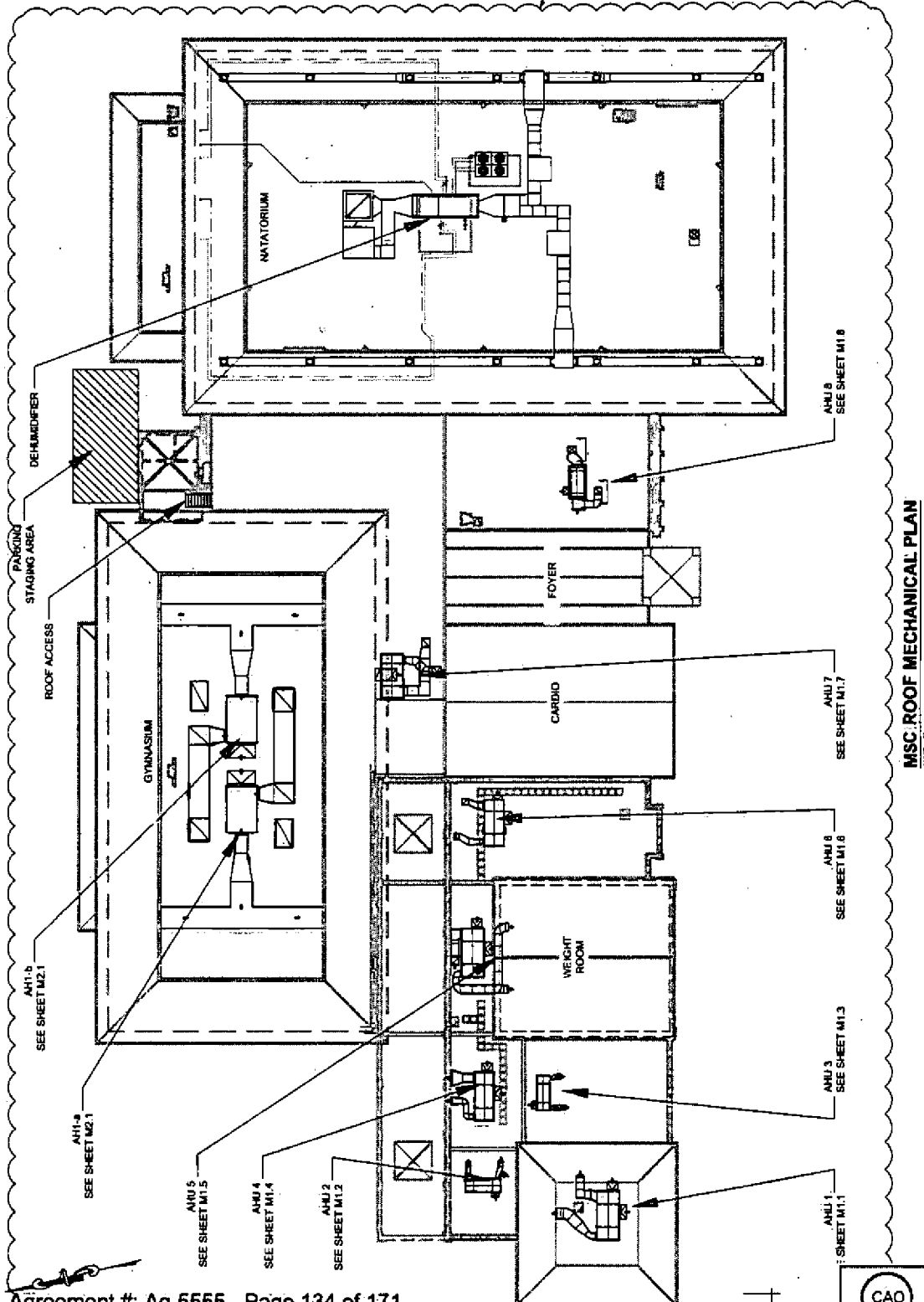
**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director 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 Prevailing Wage 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 Prevailing Wage Unit at (415) 703-4774.



**GENERAL NOTES**

- 1. AREAS TO BE REPAIRED SHALL BE MARKED ON THE FIELD.
- 2. ALL PAINTED AREAS OF THE STRUCTURE SHALL BE PREPARED FOR PAINTING BY SCAFFOLDING, AND REPAIRS TO THE ROOF, SEALING THE EXPOSED METAL, AND FLASHING.
- 3. ALL EXPOSED SURFACES OF THE STRUCTURE AND THE AIR HANDLING UNITS SHALL RECEIVE TWO COATS OF EXTENDED DURATION PAINT. ALL SURFACES TO BE PAINTED SHALL BE CLEANED PRIOR TO PAINTING TO ENSURE GOOD ADHESION.



**MSC: ROOF MECHANICAL PLAN**

<p>MONTEREY SPORTS CENTER HVAC REPAIR</p> <p>ROOF MECHANICAL PLAN</p> <p>301 E. FRANKLIN ST. MONTEREY, CA 93940</p>	
<p>SCALE: 1/4" = 1'-0"</p> <p>DATE: 11/20/17</p> <p>NO. 002</p> <p>LINE TYPE: TRUSS</p>	<p>PROJECT NO. MO.2</p> <p>DATE: 11/20/17</p> <p>SCALE: 1/4" = 1'-0"</p>
<p>DESIGNED BY: [Redacted]</p> <p>CHECKED BY: [Redacted]</p> <p>DATE: 11/20/17</p>	<p>PROJECT NO. MO.2</p> <p>DATE: 11/20/17</p> <p>SCALE: 1/4" = 1'-0"</p>
<p>CITY OF MONTEREY</p> <p>DEPARTMENT OF PLANS AND PUBLIC WORKS</p> <p>580 PACIFIC STREET, MONTEREY, CA 93940</p> <p>TEL: 831.648.3921 WEBSITE: WWW.MONTEREY.ORG</p>	<p>PROJECT NO. MO.2</p> <p>DATE: 11/20/17</p> <p>SCALE: 1/4" = 1'-0"</p>



**SUPPLY / RETURN DUCT**

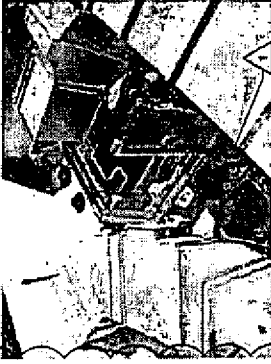
- ① SCRAPE, SEAL, AND PRIME MINOR PARTS AREAS OF EXISTING DUCTS. PAINT ALL EXTERIOR SURFACES.
- ② INSTALL STAIRWELL BEAM DUCT ROOF. SEE DETAIL C SHEET M1.1.

**AHU-1**

- ③ SEAL JOINTS AND PAINT THE EXTERIOR OF THE AIR HANDLER UNIT.
- ④ CONFERENCE WITH OWNER REGARD ROOF PILES THE WORK. AIR HANDLER, SEE DETAIL E SHEET M1.1.



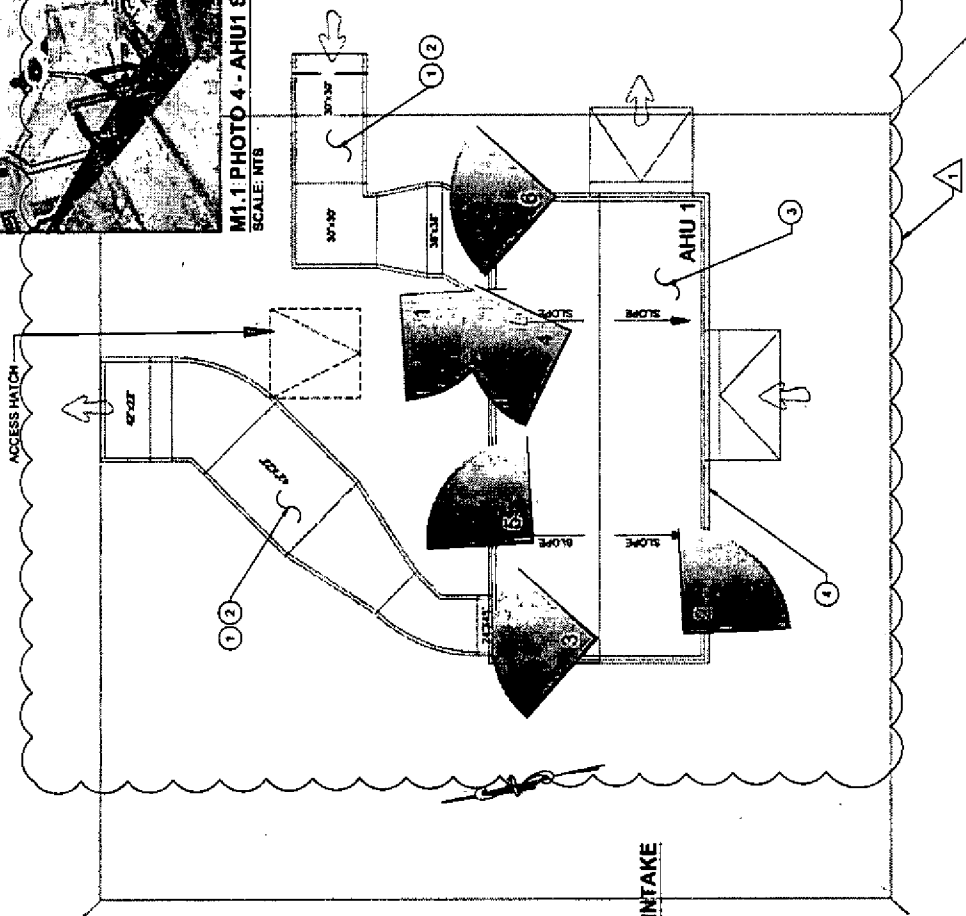
**M1.1 PHOTO 4 - AHU1 SUPPLY DUCT**  
SCALE: NTS



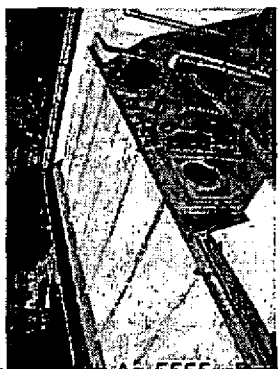
**M1.1 PHOTO 5 - AHU1 ACCESS HATCH**  
SCALE: NTS



**M1.1 PHOTO 6 - AHU1 RETURN DUCT**  
SCALE: NTS



**AHU-1: DUCT REPAIR PLAN**  
1/2" = 1'



**M1.1 PHOTO 1 - AHU1 NORTH FACE**  
SCALE: NTS



**M1.1 PHOTO 2 - AHU1 SOUTH SIDE / INTAKE**  
SCALE: NTS



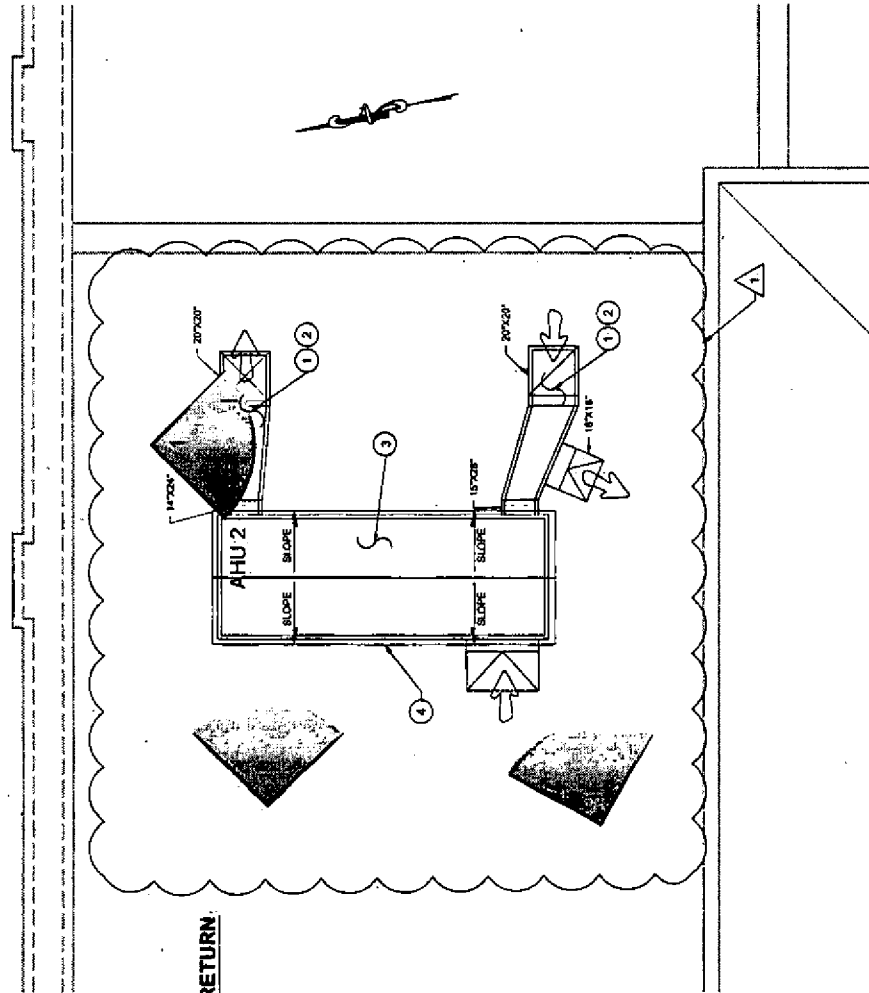
**PHOTO 3 - AHU1 NORTH SIDE/SUPPLY DUCT**  
SCALE: NTS

CAO RISK

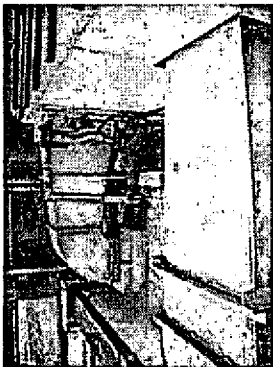
<p><b>CITY OF MONTEREY</b> DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL 831.648.3821 WEBSITE: WWW.MONTEREY.ORG</p>		<p>PROJECT NO. _____ DATE _____ DRAWN BY _____ CHECKED BY _____ DATE _____</p>		<p>PROJECT NAME MONTEREY SPORTS CENTER HVAC REPAIR 311 E. FRANKLIN ST. MONTEREY, CA 93940</p>		<p>SCALE: NTS <b>M1.1</b></p>	
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**SUPPLY / RETURN DUCT**

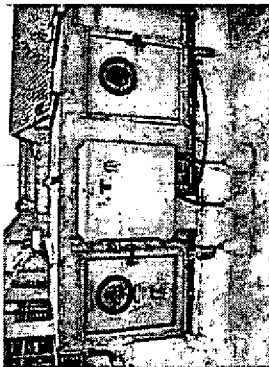
- ① SEALING, PAINT, AND PROTECT VISIBLE EXPOSED AREAS OF DUCTWORK FROM ALL EXTERIOR CLIMATE.
  - ② INSTALL STANDING SEAM METAL ROOF AND METAL SHEET METAL.
- AHU-2**
- ③ SEAL PRIMER AND PAINT THE EXTERIOR OF THE AIR HANDLING UNIT.
  - ④ CONDUCT TESTS TO VERIFY SEALS AND CHECK THE WHOLE UNIT THROUGHOUT FOR LEAKS.



**AHU-2: DUCT REPAIR PLAN**  
1/8\"/>



**M1.2 PHOTO 1 - AHU2 EAST SUPPLY/RETURN**  
SCALE: NTS



**M1.2 PHOTO 2 - AHU2 WEST**  
SCALE: NTS



**M1.2 PHOTO 3 - AHU2 SOUTH WEST**  
SCALE: NTS

<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>01/22/14</td> <td>ISSUE TYPE PROGRESS</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	01/22/14	ISSUE TYPE PROGRESS	<p>PROJECT NO.</p> <p>DATE</p> <p>SCALE</p> <p>PROJECT NAME</p> <p>PROJECT LOCATION</p> <p>PROJECT OWNER</p> <p>PROJECT CONTACT</p>	<p>MONTEREY SPORTS CENTER HVAC REPAIR</p> <p>AHU2</p> <p>301 E FRANKLIN ST. MONTEREY</p> <p>9391408</p>
NO.	DATE	DESCRIPTION						
1	01/22/14	ISSUE TYPE PROGRESS						
<p>DESIGNED BY</p> <p>DRAWN BY</p> <p>CHECKED BY</p> <p>DATE</p>	<p>REVISIONS</p> <p>DATE</p> <p>DESCRIPTION</p>	<p>CITY OF MONTEREY</p> <p>DEPARTMENT OF PLANS AND PUBLIC WORKS</p> <p>580 PACIFIC STREET, MONTEREY, CA 93940</p> <p>TEL 431.644.3921 WEBSITE: WWW.MONTEREY.ORG</p>						

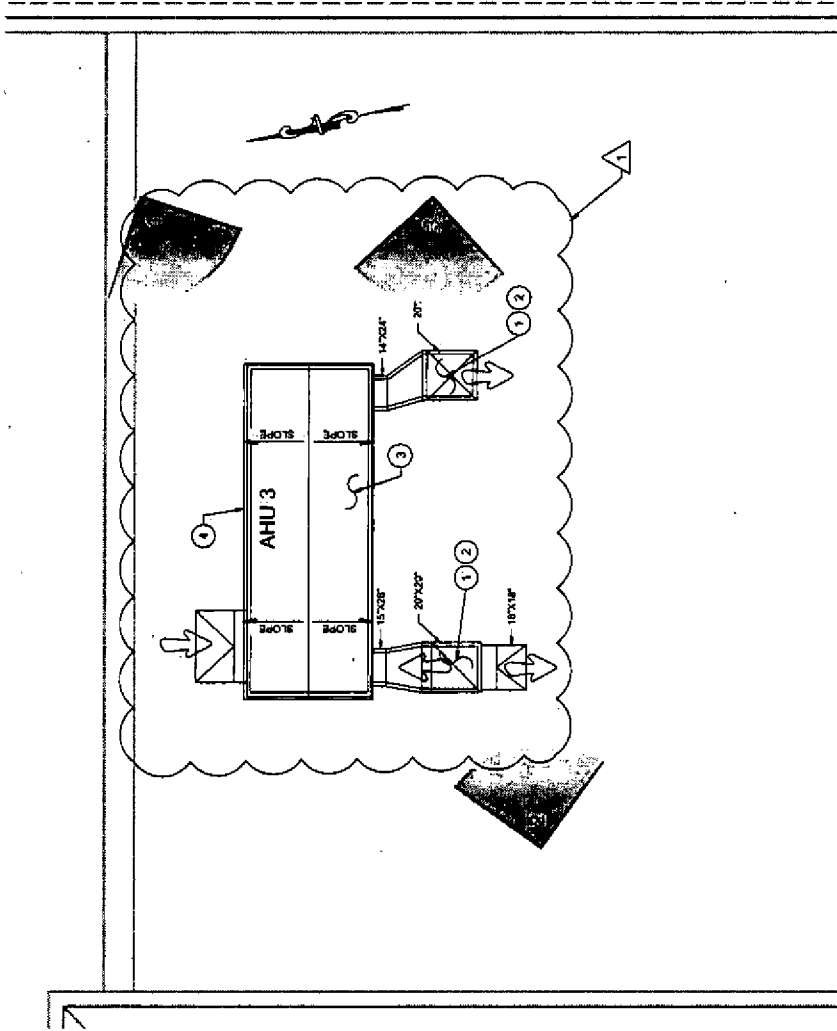


**SUPPLY/RETURN DUCT**

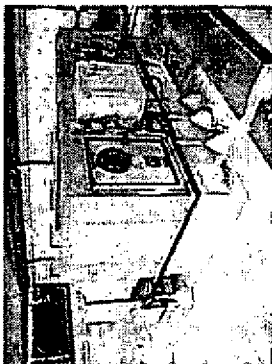
- ① REPAIR, SEAL, AND PRIME VENTILATED AREAS OF EXISTING DUCTWORK.
- ② REPAIR AND PRIME ALL EXISTING DUCTWORK.
- ③ INSTALL STANDING SEAM DUCTWORK FOR SUPPLY AND RETURN DUCT.

**AHU-3**

- ④ ETCH, PRIME AND PAINT THE EXTENSION OF THE AIR HANDLING UNIT.
- ⑤ CONTRACT STAINLESS STEEL ROOF OVER THE WHOLE AIR HANDLING UNIT AND DUCTWORK.



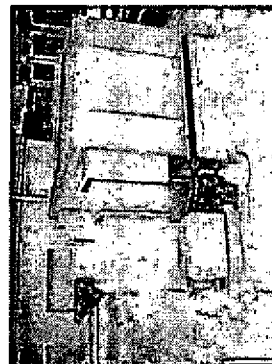
**AHU-3: DUCT REPAIR PLAN**  
1/2" = 1'



**M1.3 PHOTO 1 - AHU3 NORTH EAST**  
SCALE: NTS



**M1.3 PHOTO 2 - AHU3 SOUTH**  
SCALE: NTS



**M1.3 PHOTO 3 - AHU3 EAST**  
SCALE: NTS

<b>MONTEREY SPORTS CENTER HVAC REPAIR</b> 301 E. FRANKLIN ST. MONTEREY 95034-1409		<b>M1.3</b> 1/2" = 1' 1/2" = 1'
PROJECT NO. 01-1228	UNIT TYPE / TRADES UNIT TYPE / TRADES	CONTRACTOR M1.3
DRAWN BY DATE	CHECKED BY DATE	PROJECT NO. 01-1228
REVISIONS NO. DATE DESCRIPTION	REVISIONS NO. DATE DESCRIPTION	REVISIONS NO. DATE DESCRIPTION
CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 500 PACIFIC STREET, MONTEREY, CA 93940 TEL 831 646 3021 WEBSITE: WWW.MONTEREY.ORG	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 500 PACIFIC STREET, MONTEREY, CA 93940 TEL 831 646 3021 WEBSITE: WWW.MONTEREY.ORG	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 500 PACIFIC STREET, MONTEREY, CA 93940 TEL 831 646 3021 WEBSITE: WWW.MONTEREY.ORG

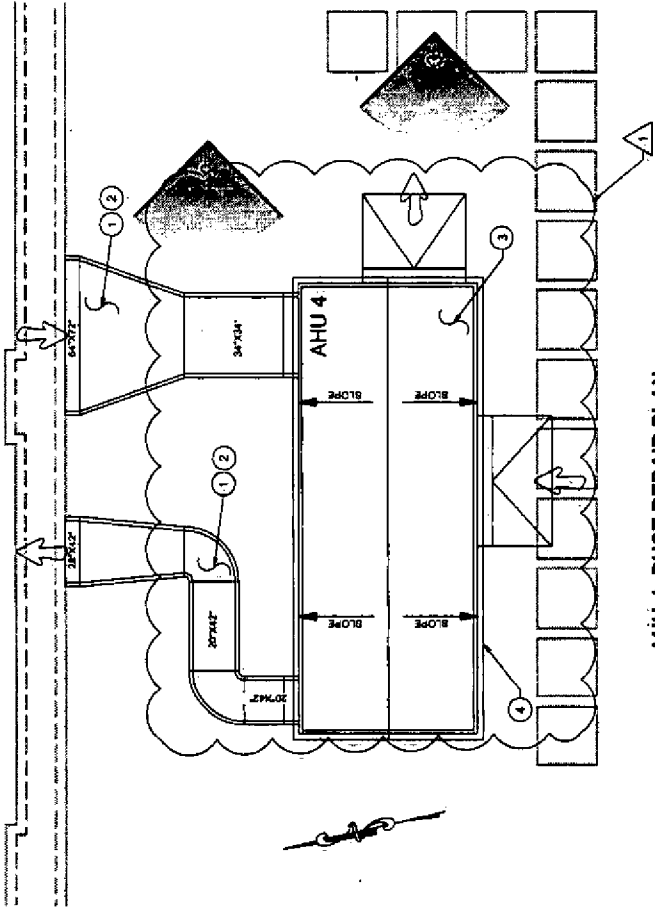


**SUPPLY / RETURN DUCT**

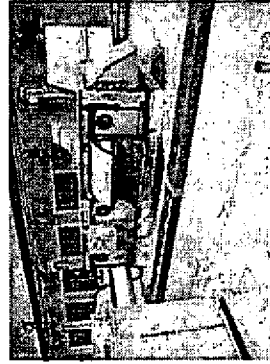
- ① SCRAPE, SEAL AND PAINT UNPAINTED AREAS OF DUCTWORK. PAINT ALL EXTERIOR DUCTWORK.
- ② INSTALL 1/2" MINIMUM SLANT DUCT ROOF. SEE DETAIL C SHEET M1.1.

**AHU-4**

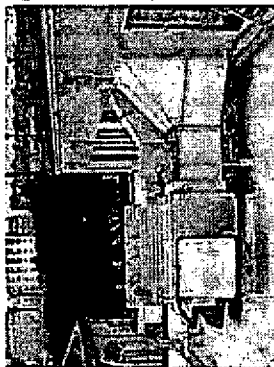
- ③ ETCH, PRIME AND PAINT THE EXTERIOR OF THE AIR HANDLING UNIT.
- ④ CONFIRM 1/2" MINIMUM SLANT ROOF OVER THE HANDLE AIR NUMBER. SEE DETAIL C SHEET M1.1.



**AHU-4: DUCT REPAIR PLAN**  
07-11



**M1.4 PHOTO 4 - AHU4 SOUTH VIEW**



**M1.4 PHOTO 1 - AHU4 EAST**  
SCALE: NTS



**M1.4 PHOTO 2 - AHU4 RETURN DUCT**  
SCALE: NTS



**M1.4 PHOTO 3 - AHU4 EXHAUST HOOD**  
SCALE: NTS

<p><b>CITY OF MONTEREY</b> DEPARTMENT OF PLANS AND PUBLIC WORKS 500 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.648.3921 - WEBSITE: WWW.MONTEREY.ORG</p>		<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>07/11/07</td> <td>LINE TYPE ADDRESS</td> </tr> </table>		NO.	DATE	DESCRIPTION	1	07/11/07	LINE TYPE ADDRESS
NO.	DATE	DESCRIPTION							
1	07/11/07	LINE TYPE ADDRESS							
<p>PROJECT NO.: 001-408 PROJECT NAME: MONTEREY SPORTS CENTER HVAC REPAIR LOCATION: AHU4 301 E. FRANKLIN ST. MONTEREY, CA 93940</p>		<p>SCALE: 1/4" = 1'-0" DATE: 07/11/07 DRAWN BY: [blank] CHECKED BY: [blank] DATE: [blank]</p>							
<p>DESIGNED BY: [blank] CHECKED BY: [blank] DATE: [blank]</p>		<p>PROJECT NO.: 001-408 PROJECT NAME: MONTEREY SPORTS CENTER HVAC REPAIR LOCATION: AHU4 301 E. FRANKLIN ST. MONTEREY, CA 93940</p>							

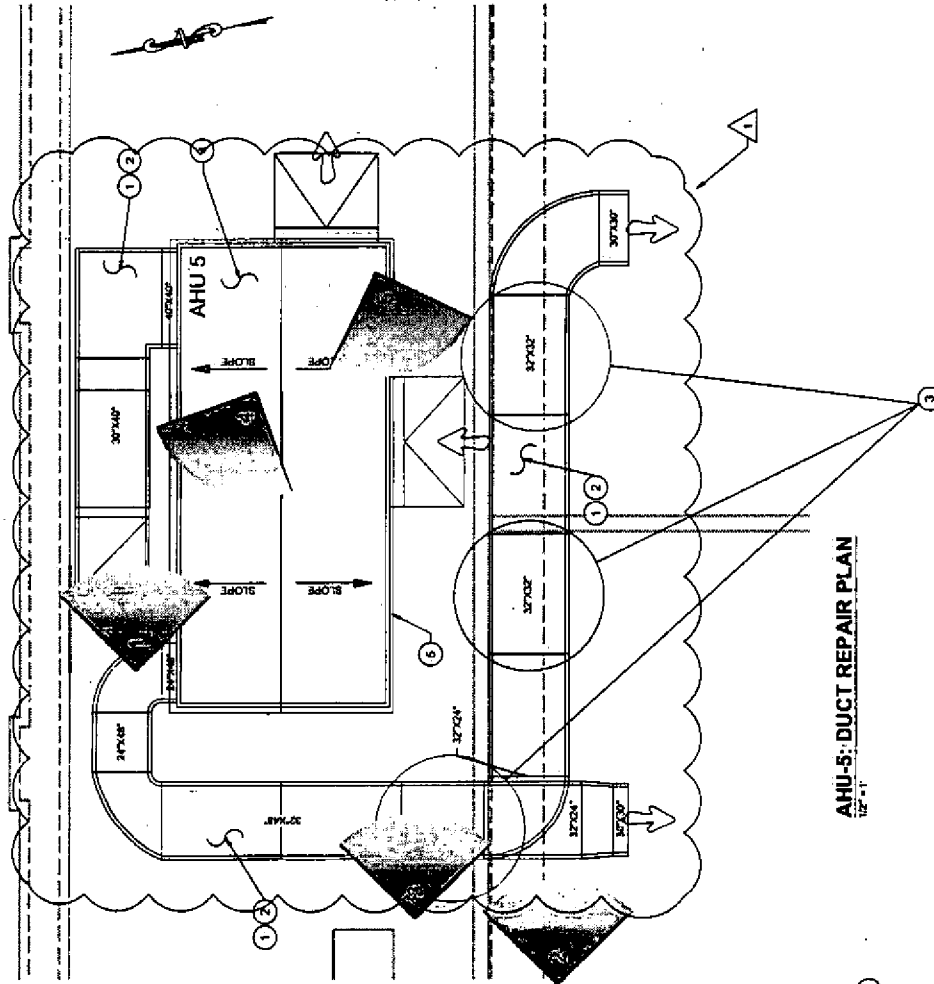


**SUPPLY / RETURN DUCT**

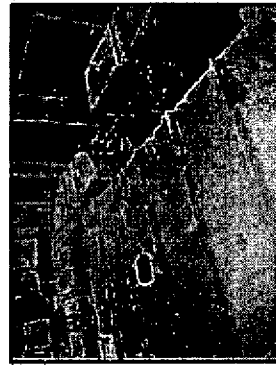
- ① REMOVE SEAL AND PRIME FIBER TUBES AREA OF DUCTING PARTIAL EXTENSIVE DAMAGING.
- ② EXTENSIVE SEAL DUCT ROOF AND DETAILS. C
- ③ REPLACE THE TUB DUCTING OF DUCTING DAMAGED

**AHU-5**

- ① SEAL PRIME AND PAINT THE EXTENSIVE OF THE AIR HANDLING UNIT.
- ② CONSTRUCT STANDING SEAM ROOF OVER THE BRICK AIR HANDLING. SEE DETAIL C SHEET 05.1.



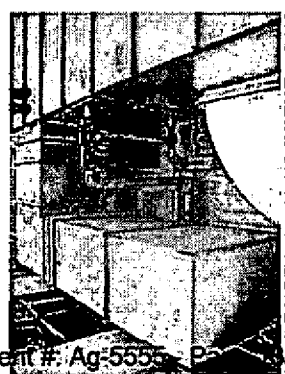
**AHU-5: DUCT REPAIR PLAN**  
1/2" = 1'



**M1.5 PHOTO 4 - AHU5 SUPPLY DUCT**  
SCALE: NTS



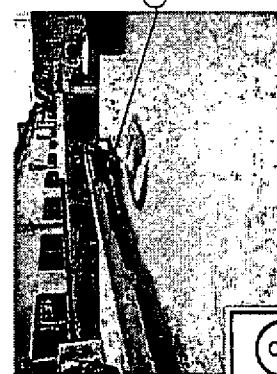
**M1.5 PHOTO 5 - AHU5 SUPPLY DUCT**  
SCALE: NTS



**M0.5 PHOTO 1 - AHU5 RETURN DUCT**  
SCALE: NTS



**M1.5 PHOTO 2 - AHU5 SUPPLY DUCT**  
SCALE: NTS



**MOTO 3 - AHU5 FAILED DUCT**  
TS

<p><b>CITY OF MONTEREY</b> DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL. 831.648.3021 WEBSITE: WWW.MONTEREY.ORG</p>		<p>DATE: 01/12/08 SCALE: M1.5</p>
<p>PROJECT: MONTEREY SPORTS CENTER HVAC REPAIR LOCATION: 301 E FRANKLIN ST. MONTEREY, CA 93940</p>		<p>DATE: 01/12/08</p>
<p>DESIGNED BY: [Redacted] CHECKED BY: [Redacted] DATE: [Redacted]</p>		<p>DATE: 01/12/08</p>
<p>PROJECT: MONTEREY SPORTS CENTER HVAC REPAIR LOCATION: 301 E FRANKLIN ST. MONTEREY, CA 93940</p>		<p>DATE: 01/12/08</p>

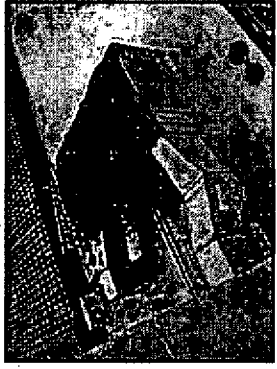
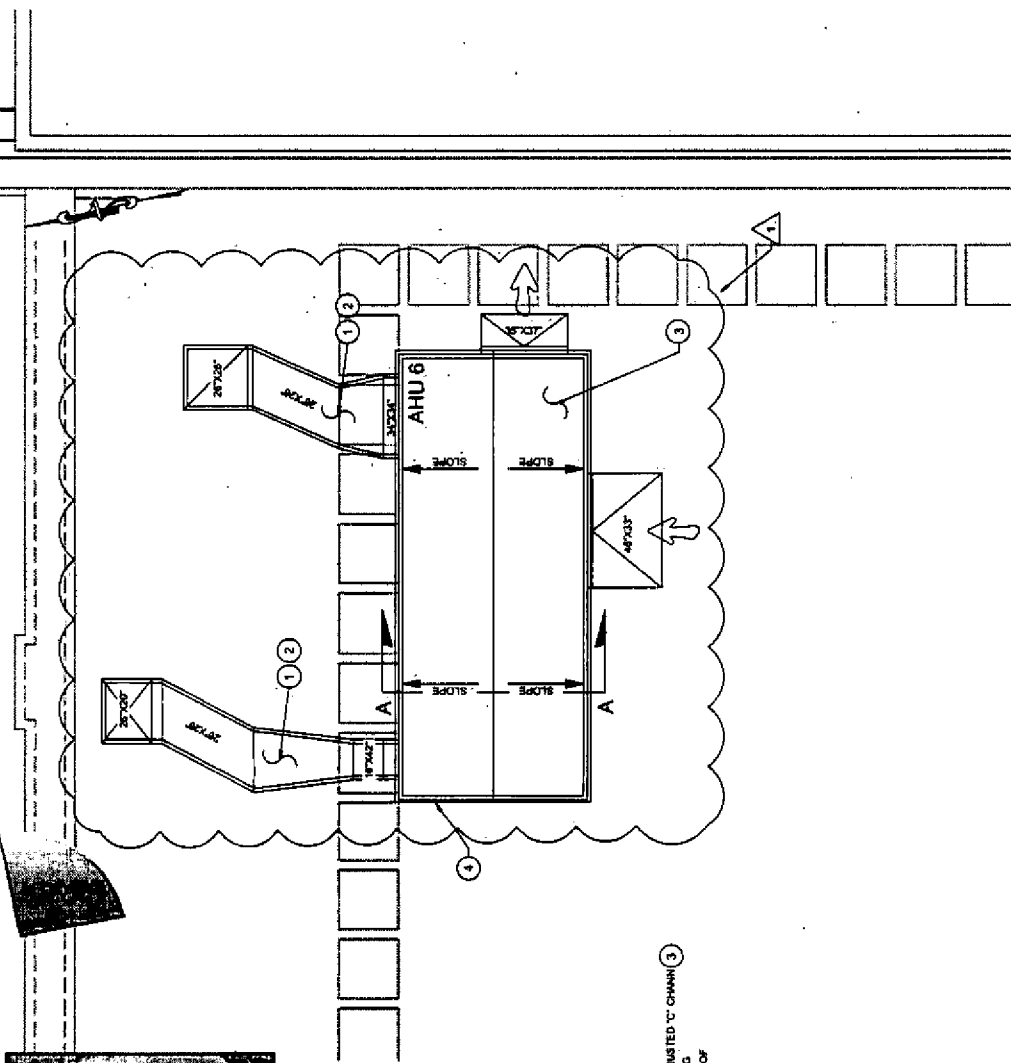
CAO RISK

**SUPPLY / RETURN DUCT**

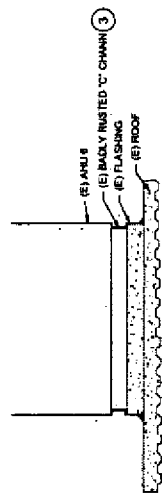
- ① REPAIR, SEAL, AND FINISH EXISTING AREAS OF DUCTS PER FULL EXTENSION DRAWING.
- ② REPAIR AND FINISH ALL EXISTING DUCTS TO MEET ALL APPLICABLE CODES AND SPECIFICATIONS.

**AHU-6**

- ③ REPAIR AND FINISH THE EXTERIOR OF THE AHU INCLUDING THE:
- ④ CONSTRUCTION OF FLASHING BEHIND ROOF WHERE THE WHOLE AIR INTAKE AND EXHAUST IS INSTALLED.



**M1.6 PHOTO 1 - AHU6 TOP VIEW**  
SCALE: NTS



**A-A AHU-6 CROSS SECTION**

**AHU-6: DUCT REPAIR PLAN**  
02 - 1

<p><b>CITY OF MONTEREY</b> DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL 831 646-3921 WEBSITE: WWW.MONTEREY.ORG</p>		<p>PROJECT / DRAWING NO. MONTEREY SPORTS CENTER HVAC REPAIR AHU-6</p>		<p>SCALE M1.6</p>	
<p>DESIGNED BY DATE CHECKED BY DATE CITY ENGINEER OF PUBLIC WORKS DATE</p>		<p>DATE 04/29/14</p>		<p>DATE 04/29/14</p>	
<p>PROJECT / DRAWING NO. MONTEREY SPORTS CENTER HVAC REPAIR AHU-6</p>		<p>SCALE M1.6</p>		<p>DATE 04/29/14</p>	

CAO RISK

**SUPPLY DUCT**

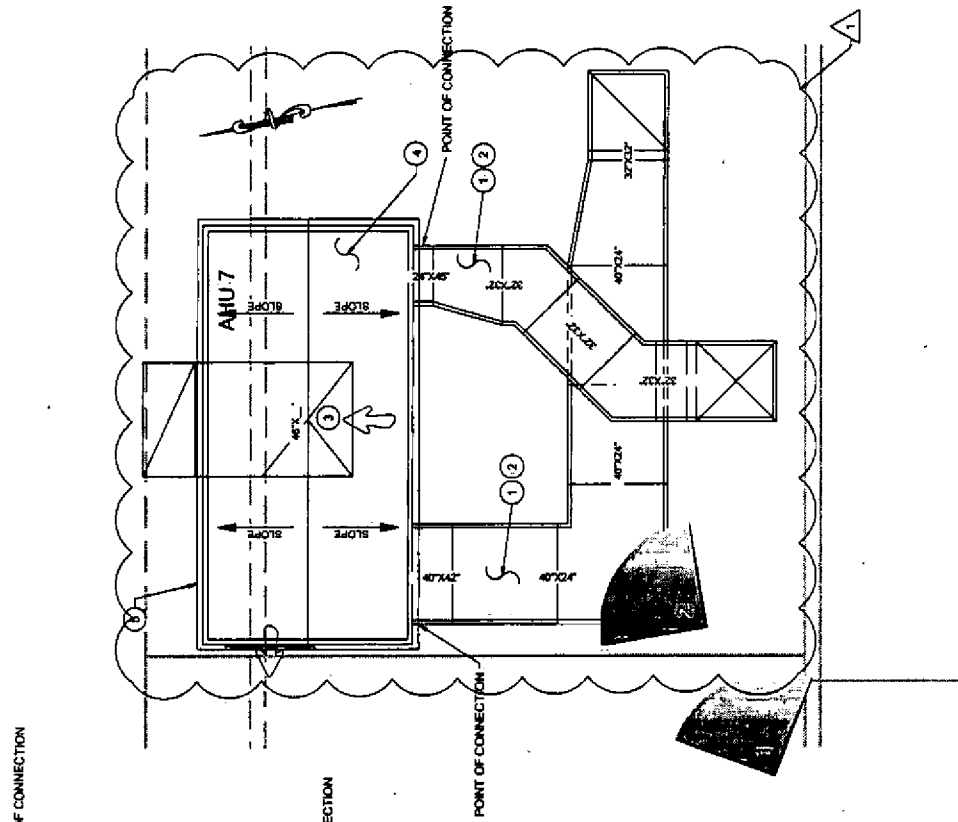
- ① REPLACE RETURN DUCTWORK IN AREAS UP TO AND INCLUDING THE PLUMBING COMPARTMENT AT AREA 2.
- ② INSTALL STANDING SEAM ROOF RISE METAL C GABRIEL M.S.S.

**INTAKE**

- ① INSTALL STANDING SEAM ROOF OVER ALL EXPOSED SECTION OF DUCT. SEE DETAIL C SHEET M.S.S.

**AHU-7**

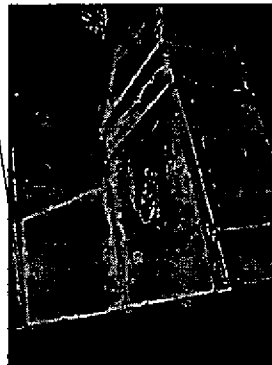
- ① SEAL, WELD AND PAINT THE EXTREMES OF THE AIR WALKER UNIT.
- ② CONTRACT STANDING SEAM ROOF OVER THE WALKER AIR WALKER. SEE DETAIL C SHEET M.S.S.



**AHU-7: DUCT REPAIR PLAN**  
(REV. 1)



**M1:7 PHOTO 1 - AHU7 SOUTH WEST**  
SCALE: NTS



**M1:7 PHOTO 2 - AHU7 RETURN DUCT**  
SCALE: NTS

<p><b>MONTEREY SPORTS CENTER HVAC REPAIR</b></p> <p>PROJECT NO. AHU7 301 E. FRANKLIN ST., MONTEREY, CA 93940</p>		<p>SCALE: 1/4" = 1'-0"</p> <p>DATE: 11/11/04</p> <p><b>M1:7</b></p> <p>DATE: 11/11/04</p>						
<p>DESIGNED BY: J. HART</p> <p>DRAWN BY: J. HART</p> <p>CHECKED BY: J. HART</p> <p>DATE: 11/11/04</p>	<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>11/11/04</td> <td>ISSUE FOR PERMIT</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	11/11/04	ISSUE FOR PERMIT	<p>PROJECT LOCATION: MONTEREY SPORTS CENTER</p> <p>PROJECT TYPE: REPAIR</p>
NO.	DATE	DESCRIPTION						
1	11/11/04	ISSUE FOR PERMIT						
<p><b>CITY OF MONTEREY</b> <b>DEPARTMENT OF PLANS AND PUBLIC WORKS</b> 580 PACIFIC STREET, MONTEREY, CA 93940 TEL 831.646.3821 WEBSITE: WWW.MONTEREY.ORG</p>								

CAO RISK

**SUPPLY / RETURN DUCT**

- ① SCRAPE, SEAL, AND PRIME VENEER FINISHED AREAS OF DUCTING. PAINT ALL EXTERIOR DUCTING.
- ② ADD STANDING SEAM DUCTWORK. SEE DETAIL C SHEET M1.1.

**INTAKE**

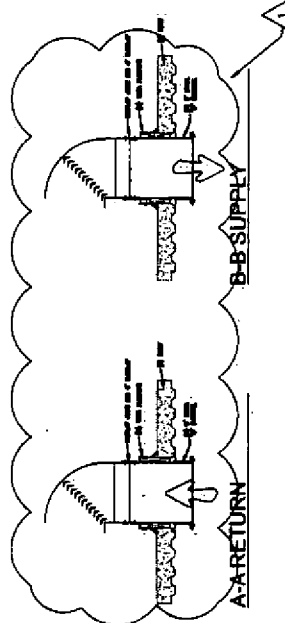
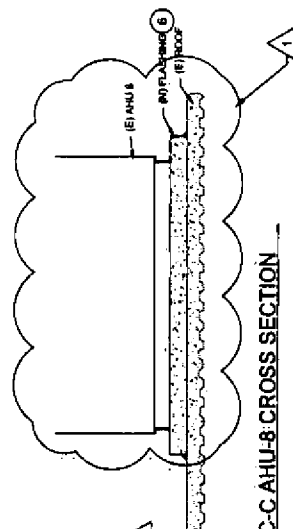
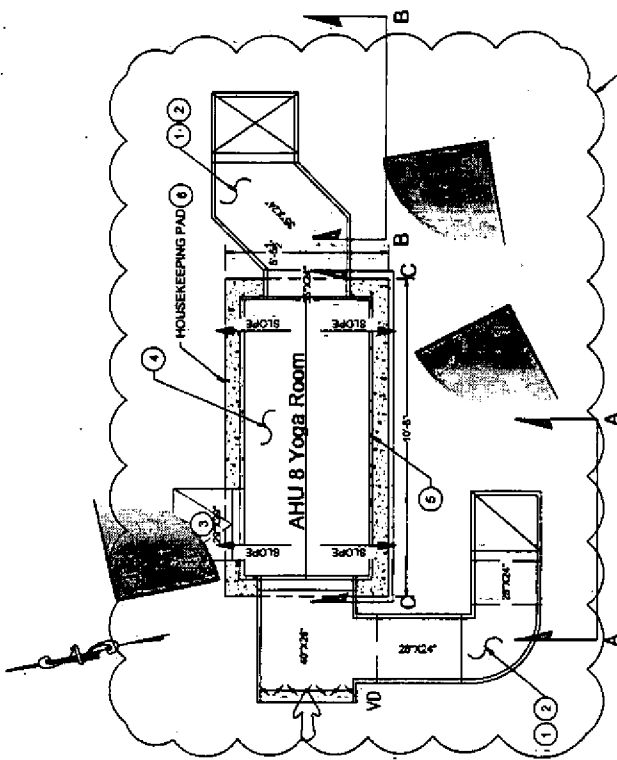
- ③ REPLACE BRUSH WOOD MILLING AND REBAR.

**AHU-8**

- ④ SCRAPE, SEAL, AND PRIME VENEER FINISHED AREAS OF THE AIR HANDLING UNIT. PAINT THE EXTERIOR OF THE AIR HANDLING UNIT.
- ⑤ INSTALL STANDING SEAM ROOF. SEE DETAIL C SHEET M1.1.

**HOUSE KEEPING PAD**

- ⑥ LET DRAIN. REMOVE EXISTING REBAR AND REPLACE WITH A 60 CONCRETE 16 # BAR. INSTALL AREA IN THE EXISTING LOCATION, AND CONNECT ALL DUCTING.



**AHU-8: DUCT REPAIR PLAN**  
1/2" = 1'



<p><b>MONTEREY SPORTS CENTER HVAC REPAIR</b></p> <p>301 E. FRANKLIN ST. MONTEREY, CA 93940</p> <p>301 E. FRANKLIN ST. MONTEREY, CA 93940</p>		<p>DATE: 11/11/11</p> <p>SCALE: 1/2" = 1'</p> <p>PROJECT NO: M1.8</p>
<p>NO. DATE</p> <p>1 11/11/11</p> <p>2 11/11/11</p>	<p>REVISIONS / COMMENTS</p> <p>1. LINE TYPE THICKNESS</p>	<p>DESIGNED BY: [blank]</p> <p>CHECKED BY: [blank]</p> <p>DATE: [blank]</p>
<p><b>CITY OF MONTEREY</b> DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL 831.546.3821 WEBSITE: WWW.MONTEREY.ORG</p>		

CAO RISK

**AH1-a / AH1-b DUCTWORK**

**SUPPLY / RETURN DUCT**

- ① REPAIR AND SEAL ALL VISIBLE RISES.
- ② REPAIR AND SEAL ALL ACCORDANCE WITH THE DUCT
- ③ REPAIR AND SEAL ALL DAMAGED OR WEAR
- ④ REPAIR AND SEAL ALL DAMAGED OR WEAR
- ⑤ REPAIR AND SEAL ALL DAMAGED OR WEAR

**INTAKE**

- ⑥ REPLACE AND MAKE HOOD, AND INSTALL NEW GRID
- ⑦ SCREEN

**AH1-b / AH1-b**

- ⑧ REMOVE THE (E) EXTENDING BEAMS AND RE-ASSEMBLY WITH SPOUTS
- ⑨ REMOVE THE (E) EXTENDING BEAMS AND RE-ASSEMBLY WITH SPOUTS
- ⑩ REMOVE THE (E) EXTENDING BEAMS AND RE-ASSEMBLY WITH SPOUTS
- ⑪ REMOVE THE (E) EXTENDING BEAMS AND RE-ASSEMBLY WITH SPOUTS

**C CHANNEL AH SUPPORT**

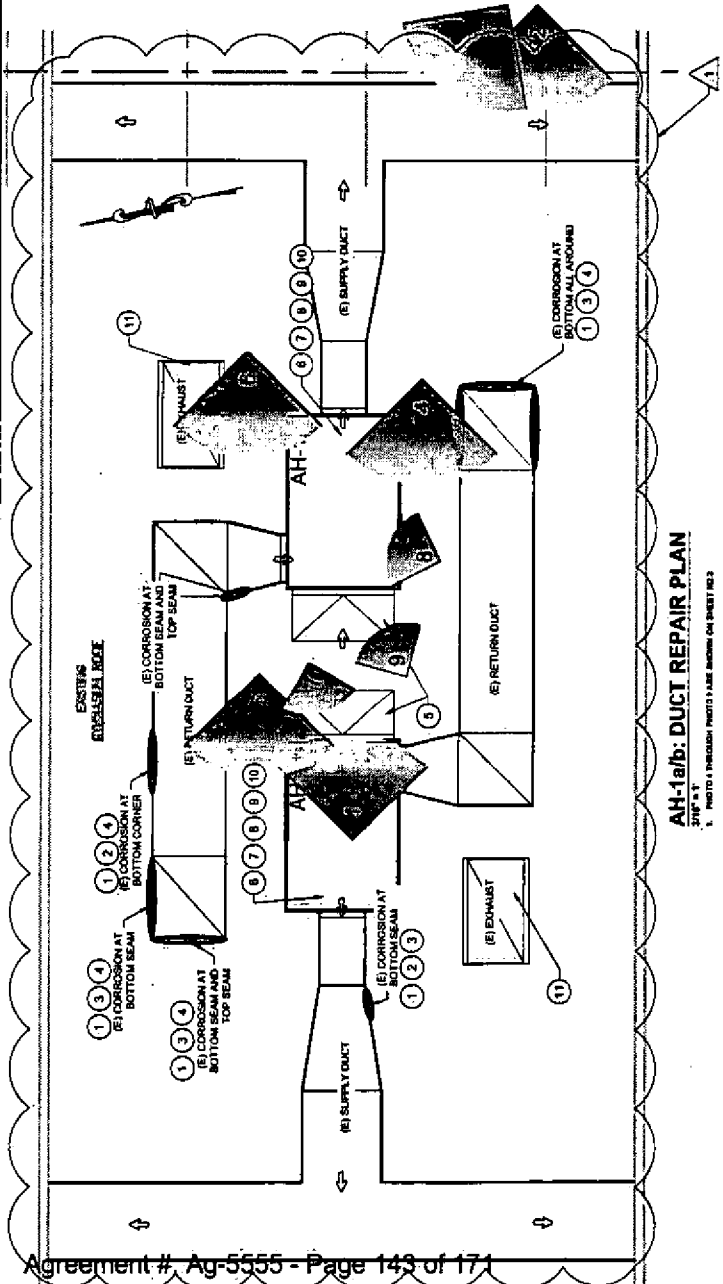
- ⑫ ONLY USE THE "C" CHANNEL SUPPORT AND
- ⑬ ONLY USE THE "C" CHANNEL SUPPORT AND
- ⑭ ONLY USE THE "C" CHANNEL SUPPORT AND
- ⑮ ONLY USE THE "C" CHANNEL SUPPORT AND

**EXHAUST HOOD**

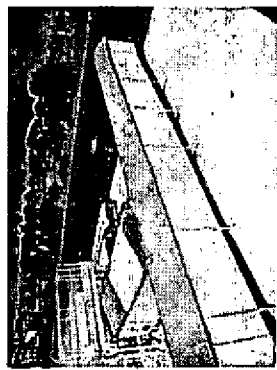
- ⑯ REPLACE THE (E) EXHAUST HOOD, USE DETAIL ON
- ⑰ SHEET 101.

**AH1-a, AH1-B DOORS:**

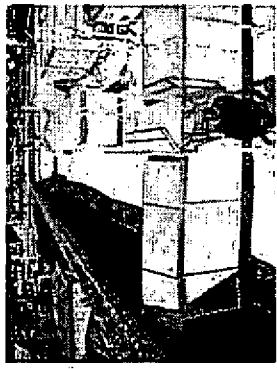
- ⑱ EXISTING AND PAINT THE (E) DOORS AND REPAIR THEM



**AH-1a/b: DUCT REPAIR PLAN**  
 1. PHOTO 4 THROUGH PHOTO 9 ARE SHOWN ON SHEET 102.3



**M2.1 PHOTO 3 - AH-1b NORTH EAST**  
 SCALE: NTS



**M2.1 PHOTO 2 - AH-1b SOUTH EAST**  
 SCALE: NTS

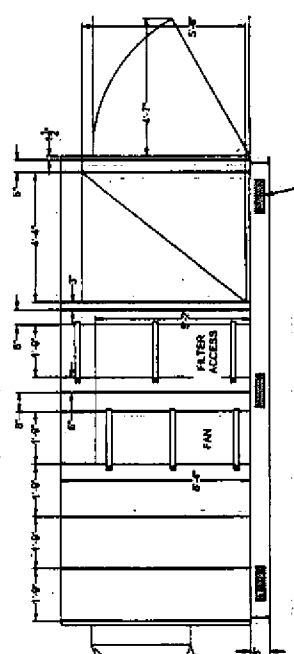
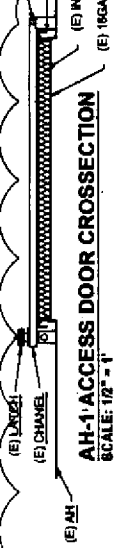


**M2.1 PHOTO 1 - AH-1b WEST SIDE**  
 SCALE: NTS

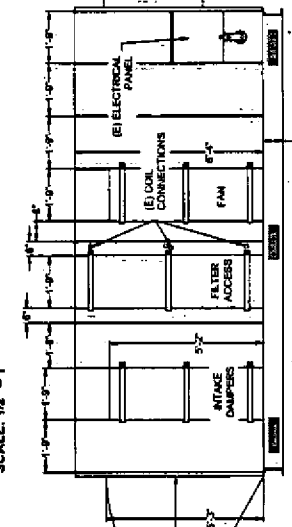
<p><b>MONTEREY SPORTS CENTER HVAC REPAIR</b>                  AH1a &amp; AH1b PLAN VIEW                  301 E. FRANKLIN ST., MONTEREY                  95034-1408</p>		<p>SCALE: 1/4" = 1'-0"</p>
<p>DATE: 11/18/13</p>	<p>BY: [Signature]</p>	<p>NO. M2.1</p>
<p>CITY OF MONTEREY                  DEPARTMENT OF PLANS AND PUBLIC WORKS                  500 PACIFIC STREET, MONTEREY, CA 95040                  TEL: 831.646.3921 WEBSITE: WWW.MONTEREY.ORG</p>		
<p>CAO RISK</p>		

(E) CARBON STEEL HINGE & CHANNEL  
 (E) 16GA CARBON STEEL  
 (E) INSULATION  
 (E) 16GA 316 SS

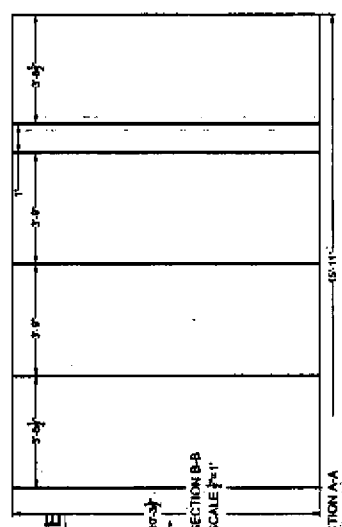
**AH-1 ACCESS DOOR CROSSSECTION**  
 SCALE: 1/2" = 1"



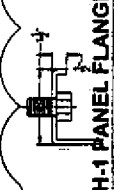
**AH-1 FRONT SIDE ELEVATION**  
 SCALE: 1/2" = 1"



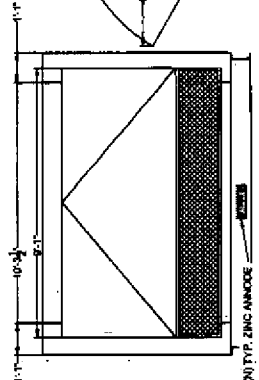
**AH-1 BACK SIDE ELEVATION**  
 SCALE: 1/2" = 1"



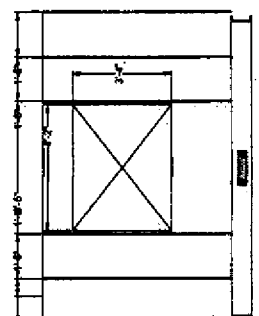
**AH-1 ROOF PLAN**  
 SCALE: 1/2" = 1"



**AH-1 PANEL DETAIL**  
 SCALE: 1/2" = 1"



**AH-1 OA INTAKE DETAIL**  
 SCALE: 1/2" = 1"



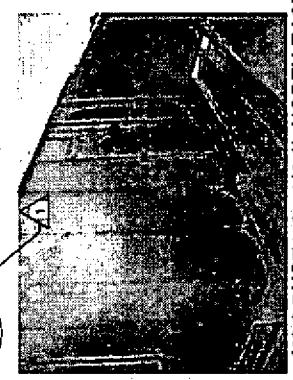
**AH-1 SUPPLY OUTLET DETAIL**  
 SCALE: 1/2" = 1"



M2.2 PHOTO 4 - AH-1b SOUTH EAST  
 SCALE: NTS



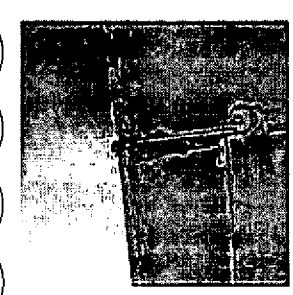
M2.2 PHOTO 5 - AH-1a NORTH  
 SCALE: NTS



M2.2 PHOTO 6 - AH-1b NORTH EAST  
 SCALE: NTS



M2.2 PHOTO 7 - AH-1b EAST  
 SCALE: NTS



M2.2 PHOTO 8 - AH-1b  
 SCALE: NTS

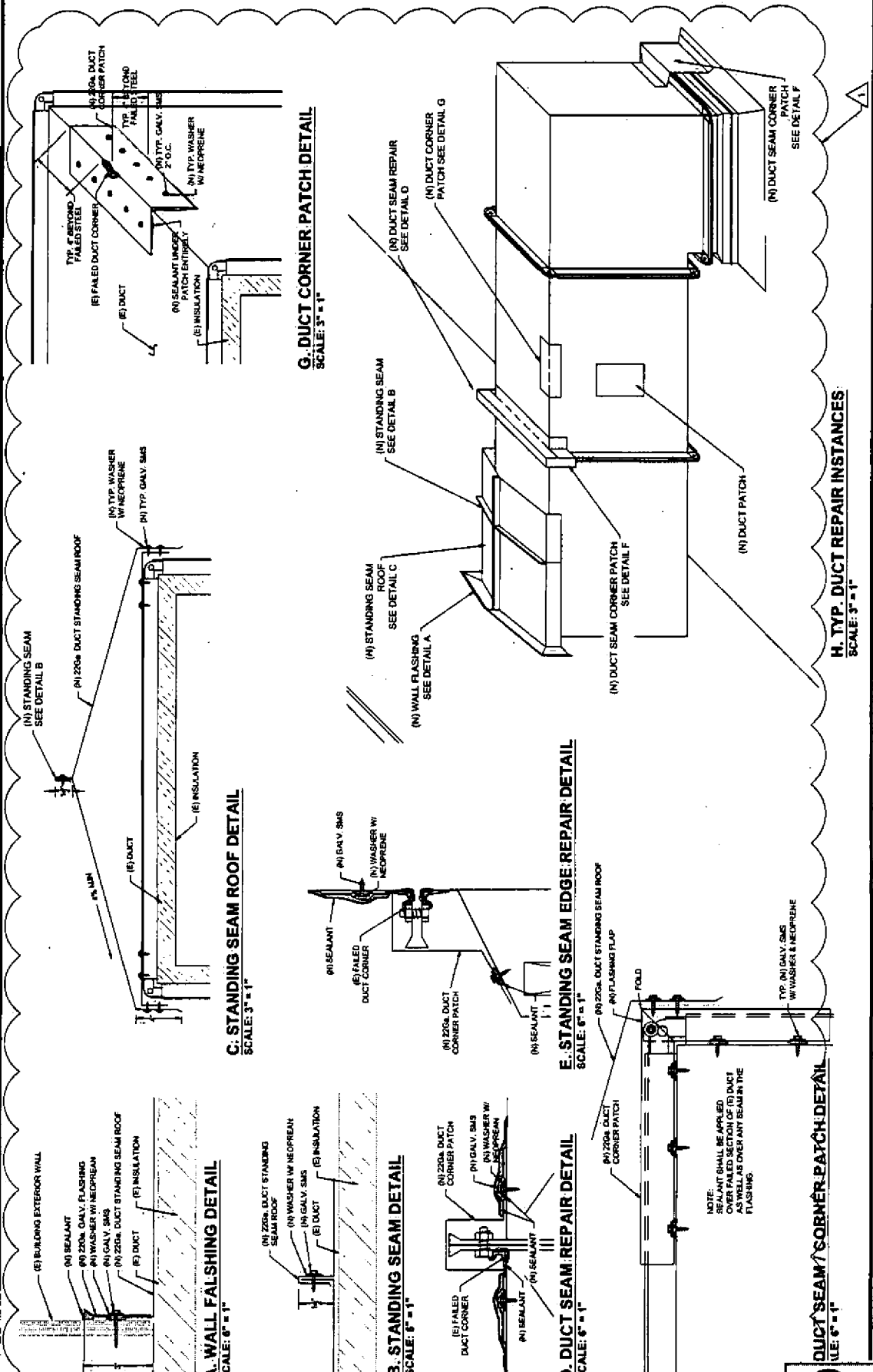


M2.2 PHOTO 9 - AH-1b WEST  
 SCALE: NTS

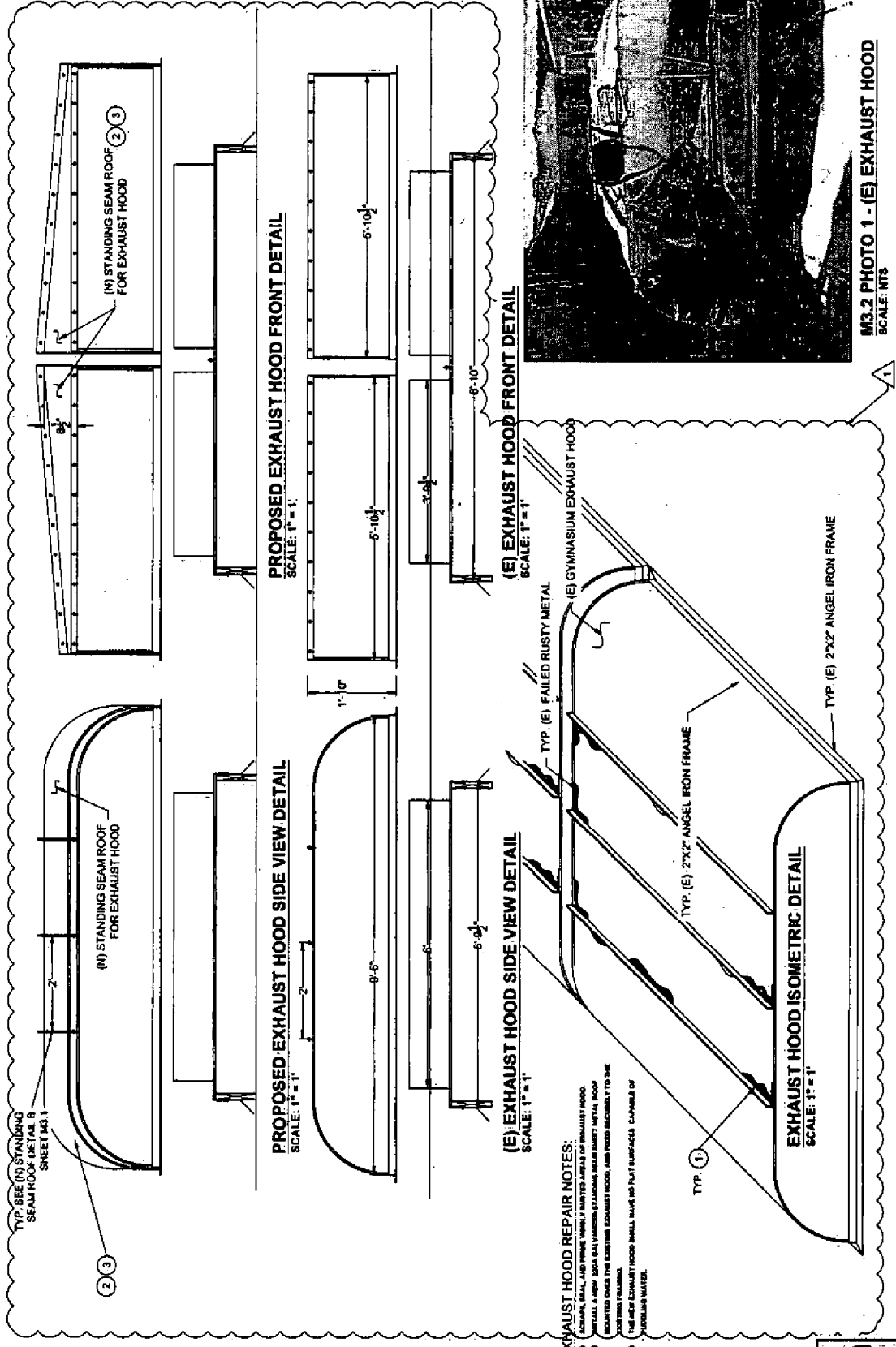
<p>PROJECT NAME                  MONTEREY SPORTS CENTER HVAC REPAIR</p>		<p>DATE                  M2.2</p>						
<p>PROJECT LOCATION                  AH1A &amp; AH1B ELEVATIONS                  301 E. FRANKLIN ST. MONTEREY                  95034</p>		<p>SCALE                  NTS</p>						
<p>CLIENT                  CITY OF MONTEREY                  DEPARTMENT OF PLANS AND PUBLIC WORKS                  500 PACIFIC STREET, MONTEREY, CA 95040                  TEL 831 648 3821 WEBSITE: WWW.MONTEREY.ORG</p>	<p>DESIGNER                  CAO</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>04/15/20</td> <td>LINE TYPE INCREASES</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	04/15/20	LINE TYPE INCREASES
NO.	DATE	DESCRIPTION						
1	04/15/20	LINE TYPE INCREASES						
<p>PROJECT NUMBER                  2019-0001</p>								



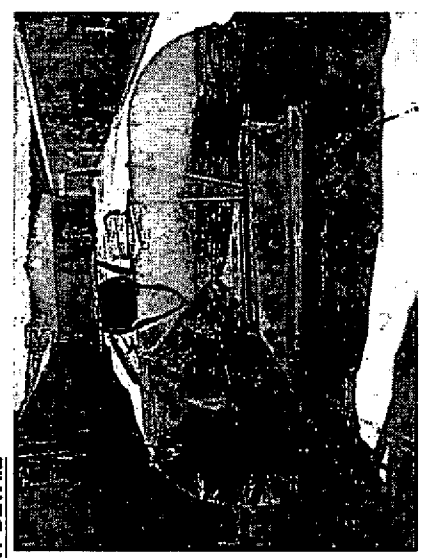




<b>MONTEREY SPORTS CENTER HVAC REPAIR</b> DUCT DETAILS 301 E. FRANKLIN ST., MONTEREY 95034-1408	
PROJECT NO. 14-0000	DATE 11/17/14
DRAWN BY A. H. H.	CHECKED BY M. J.
PROJECT TITLE MONTEREY SPORTS CENTER HVAC REPAIR	SHEET NO. M3.1
PROJECT LOCATION 301 E. FRANKLIN ST., MONTEREY, CA 95034	SCALE AS SHOWN



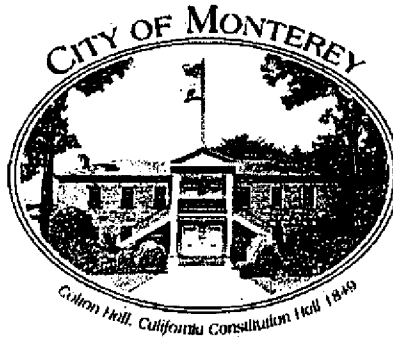
**EXHAUST HOOD REPAIR NOTES:**  
 ① ACTUAL WALL AND FLOOR SHALL BE MARKED AREAS OF EXHAUST HOOD.  
 ② DETAIL & SHOP DRAWINGS EXHAUST HOOD SHALL BE METAL ROOF.  
 ③ ISOLATED ONCE THE EXHAUST HOOD, AND HOOD SECURELY TO THE EXISTING FLOORING.  
 ④ THE AIR EXHAUST HOOD SHALL HAVE AN FLAT SURFACE CANAL OF HOLDING WATER.



<b>CITY OF MONTEREY</b> DEPARTMENT OF PLANS AND PUBLIC WORKS 500 PACIFIC STREET, MONTEREY, CA 93940 TEL 831.648.3821 WEBSITE: WWW.MONTEREY.ORG		MONTEREY SPORTS CENTER HVAC REPAIR EXHAUST HOOD DETAILS 301 E. FRANKLIN ST., MONTEREY 93940	
SHEET NO. 1 OF 2	SHEET TITLE EXHAUST HOOD DETAILS	SCALE NTS	DATE 11/21/11
DESIGNED / DRAWN BY J. ANDERSON	CHECKED BY J. ANDERSON	APPROVED BY J. ANDERSON	DATE 11/21/11
PROJECT NUMBER OR ALTERNATE PROJECT NUMBER			
CITY			



**APPENDIX A: BID PROPOSAL FORMS**



CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

**BID PROPOSAL COVER SHEET**

FOR

**MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)**

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet.(this sheet)	<u>X</u>
2. Proposal and Bid Schedule	<u>X</u>
3. Bid Bond	<u>X</u>
4. Declaration of Bidder	<u>X</u>
5. Acknowledgement of Addenda (if applicable)	<u>X</u>
6. Bidder's Statement of Qualifications	<u>X</u>
7. Subcontractor's List	<u>X</u>
8. Noncollusion Declaration	<u>X</u>
9. Debarment and Suspension Certification	<u>X</u>
10. Certification of Good-Faith Effort (Prime)	<u>X</u>
11. Certification of Workers' Compensation Insurance	<u>X</u>

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

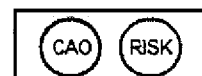
By: BRANNON INC. DBA  
Company Name  
SMITH ELECTRIC SERVICE

[Signature]  
Signature

APRIL 25, 2016  
Date

MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)

REV 09/21/2015



## MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)

## CITY OF MONTEREY

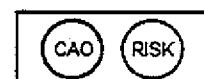
PROPOSAL

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 Plans and Specifications 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 Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

BID SCHEDULE

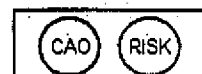
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		9252.00
2	Environmental /Pollution Prevention	1	LS		5000.00
3	Air Handling Unit (AHU) 1	1	LS		9300.00
4	AHU 2	1	LS		9300.00
5	AHU 3	1	LS		9300.00
6	AHU 4	1	LS		7300.00
7	AHU 5	1	LS		7300.00
8	AHU 6	1	LS		7300.00
9	AHU 7	1	LS		34,832.00
10	AHU 8	1	LS		14,832.00
11	AH-1a Gymnasium Refurbishment	1	LS		50,000.00
12	AH-1b Gymnasium Refurbishment	1	LS		50,000.00
13	AH-1a & AH-1b Insulation	100	SF	10.00	1,000.00
14	Gymnasium Exhaust Hood	1	LS		20,000.00
15	AH-1a & AH-1b Gymnasium Duct Repairs	1	LS		7304.00
16	Record Drawings	1	LS		1000.00



TOTAL BID (ITEMS 1 THROUGH 16) (In Words)	(In Figures)
<u>two hundred forty three thousand</u> <u>twenty dollars.</u>	\$ 243,020.00

**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Bid (Items 1 through 16).



**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.: 420418 Class: A,B,C2,C4,C7,C9 Expiration date: 03/31/2018  
C10,C16,C20,C36,C43

In accordance with California Labor Code's Public Works laws (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: 1000001389

**THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN**

SANTA BARBARA COUNTY, CALIFORNIA, ON APRIL 25, 2016

Name of Firm: BRANNON INC. DBA SMITH ELECTRIC SERVICE

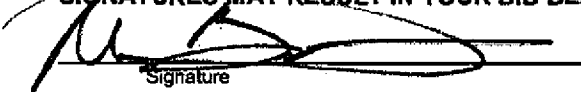
Address: 1340 WEST BETTERAVIA ROAD, SANTA MARIA, CA 93455-1030

Telephone: 805 621 5000

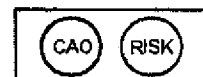
Email: MB@SMITH-ELECTRIC.COM

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

**FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**

  
Signature

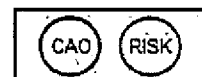
MICHAEL BRANNON, PRESIDENT  
Printed Name and Title



**ACKNOWLEDGEMENT OF ADDENDA**

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:

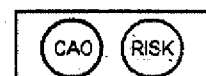
<b>ADDENDA</b>	<b>DATE RECEIVED</b>
1. #1 _____	APRIL 12, 2016 _____
2. #2 _____	April 22, 2014 _____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____



**BIDDER'S STATEMENT OF QUALIFICATIONS**

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name
SANTA MARIA POLICE DEPARTMENT TENANT IMPROVEMENT PROJECT	CITY OF SANTA MARIA DIANI BUILDING CORP GENERAL CONTRACTOR	110 E. COOK ST SANTA MARIA, CA 93454 PO. BOX 5757 SANTA MARIA, CA 93456	805 925 0951 805 925-9533	DON MAUCK CONST. MANAGER
VANDENBERG AFB REPLACE AIR HANDLERS BLDG 870	UNITED STATES AIR FORCE T. SIMONS GENERAL CONTRACTOR	BLG 870 VAFB, CA 93437 230 W. TEFFT ST NIPOMO, CA 93444	805 929 0700 THOOPER@TSIMONSINC.COM	TONY HOOPER
ESP ROOFTOP AIR HANDLER REPLACEMENT	UNIVERSITY OF CALIF SANTA BARBARA	FACILITIES MANAGEMENT BLDG 439 SANTA BARBARA, CA 93106	805 893 2681	JENNIFER PIERCE

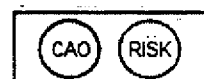




**SUB-CONTRACTOR'S LIST**

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of 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:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work
Rick Tuscany 7 overlook #1. Monterey, Ca. 93940	647000		Monterey, Ca	Painting



**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**


The undersigned declares:

I am the PRESIDENT of BRANNON INC. DBA SMITH ELECTRIC SVC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 bid price, or of that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 25 day of APRIL, 2016 in SANTA MARIA [city], SANTA BARBARA County, California.

  
Signature

MICHAEL BRANNON, PRESIDENT  
Printed Name and Title



**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:

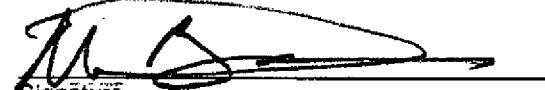
- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification 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. NONE

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.

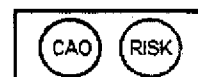
Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 25 day of APRIL, 2016 in SANTA MARIA [city], SANTA BARBARA County, California.



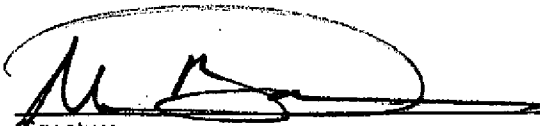
Signature

MICHAEL BRANNON, PRESIDENT  
 Printed Name and Title



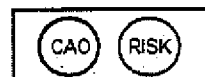
**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor - To be Submitted with Bid)**

I, MICHAEL BRANNON, a licensed contractor, or responsible managing officer, of the company known as BRANNON INC. DBA SMITH ELECTRIC SERVICE, 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

MICHAEL BRANNON  
Printed Name and Title

APRIL 25, 2016  
Date



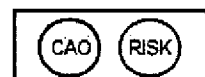
**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Subcontractor – To be Completed by Subcontractor After Bid Is Awarded)**

I, MICHAEL BRANNON, a licensed contractor, or responsible managing officer, of the company known as BRANNON, INC. DBA SMITH ELECTRIC SERVICE, 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

MICHAEL BRANNON, PRESIDENT  
Printed Name and Title

APRIL 25, 2016  
Date



**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

I, MICHAEL BRANNON the PRESIDENT of  
(Name) (Title)

BRANNON INC. DBA SMITH ELECTRIC SERVICE, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

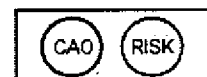
- c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

3. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

BRANNON INC. DBA SMITH ELECTRIC SERVICE  
(Contractor Name)

By:   
(Signature)

MICHAEL BRANNON, PRESIDENT



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, SURETEC INSURANCE COMPANY, as Surety and BRANNON INC., DBA SMITH ELECTRIC SERVICE, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the **City of Monterey** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)**

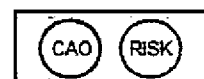
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

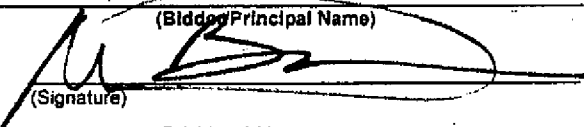
In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

**[CONTINUED NEXT PAGE]**



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 13TH day of APRIL, 2016 by their duly authorized agents or representatives.

BRANNON INC., DBA SMITH-ELECTRIC SERVICE  
(Bidder/Principal Name)

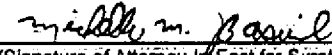
By:   
(Signature)

MICHAEL R. BRANNON  
(Typed or Printed Name)

Title: PRESIDENT

(Attach Notary Public Acknowledgement of Principal's Signature)

SURETEC INSURANCE COMPANY  
(Surety Name)

By:   
(Signature of Attorney-in-Fact for Surety)

MICHELLE M. BASUIL, ATTORNEY-IN-FACT  
(Typed or Printed Name of Attorney-in-Fact)

(Attach: (I) Attorney-in-Fact Certification; (II) Notary Public Acknowledgment of Authorizing Signature on Attorney-in-Fact Certification; and (III) Notary Public Acknowledgement of Attorney-in-Fact's Signature.)

**Contact name, address, telephone number and email address for notices to the Surety**

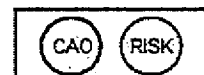
DAVID MELMAN  
(Contact Name)

3033 FIFTH AVENUE, SUITE 300  
(Street Address)

SAN DIEGO, CA 92103  
(City, State & Zip Code)

( 619 ) 400-4100      ( 619 ) 400-4101  
Telephone                      Fax

dmelman@suretec.com  
(Email address)





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

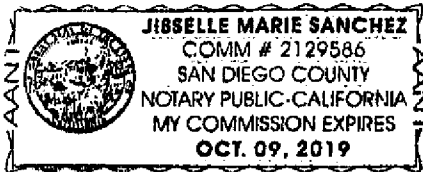
State of California )  
County of SAN DIEGO )

On 04/13/2016 before me, JISSELLE MARIE SANCHEZ, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared MICHELLE M. BASUIL  
*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 this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

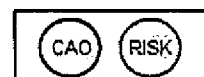
**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: MICHELLE M. BASUIL  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

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



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michelle M. Basuil, Helen Maloney, Glenda J. Rooney, Mark D. Iatarola, John G. Maloney

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

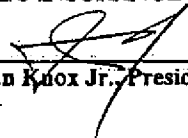
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

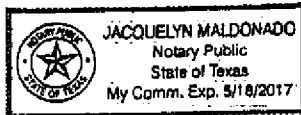
SURETEC INSURANCE COMPANY

By:   
John Knox Jr., President



State of Texas                    ss:  
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 13TH day of APRIL, 2016, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



**PERFORMANCE BOND**

EXECUTED IN DUPLICATE

PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE BOND NO. 5214695 PREMIUM: \$3,499.00

WHEREAS, The CITY OF MONTEREY, (hereinafter designated as "Obligee") and BRANNON INC., DBA SMITH ELECTRIC SERVICE (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated MAY 17, 2016, and identified as project MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408) is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and SURETEC INSURANCE COMPANY as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of \_\_\_\_\_ dollars (\$ \$243,020.00 ) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on MAY 26, 2016

BRANNON INC., DBA SMITH ELECTRIC SERVICE

By [Signature]  
PRINCIPAL

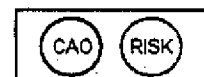
By: MICHAEL R. BRANNON, PRESIDENT  
PRINCIPAL

SURETEC INSURANCE COMPANY

By: [Signature]  
ATTORNEY-IN-FACT, MARK D. IATAROLA



\* TWO HUNDRED FORTY THREE THOUSAND TWENTY DOLLARS AND 00/100



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of SAN DIEGO )  
On 5/26/2016 before me, MICHELLE M. BASUIL, NOTARY PUBLIC.  
Date Here Insert Name and Title of the Officer  
personally appeared MARK D. IATAROLA  
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 Michelle M. Basuil  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

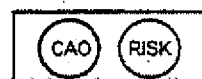
**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: MARK D. IATAROLA  
 Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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



POA #: 510021

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michelle M. Basuli, Helen Maloney, Mark D. Iatarola, John G. Maloney

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

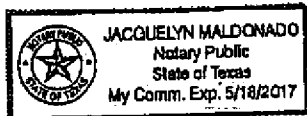
SURETEC INSURANCE COMPANY

By: [Signature]  
John Knox Jr., President



State of Texas                    38:  
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.



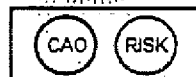
[Signature]  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26TH day of MAY, 2016, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 6:00 pm CST.



**PAYMENT (LABOR AND MATERIALS) BOND**

EXECUTED IN DUPLICATE

BOND NO.: 5214695

PREMIUM INCLUDED IN PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, BRANNON INC., DBA SMITH ELECTRIC SERVICE Principal, and SURETEC INSURANCE COMPANY, Incorporated under the laws of the State of TEXAS and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto any and all persons named in California Civil Code Section 1181 whose claim has not been paid by the contractor, company or corporation, in the aggregate total of \_\_\_\_\_ dollars (\$ 243,020.00 ), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these present.

The Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract, dated MAY 17, 2016 with the CITY OF MONTEREY to do the following work, to-wit: MONTEREY SPORTS HVAC REPAIR PROJECT (30c1408)

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to vie a right of action to them or their assignees in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code Sections 3247-3252 inclusive, and all amendments thereto.

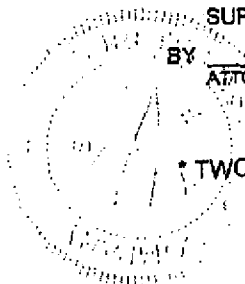
Signed and sealed this 26TH day of MAY, 2016

BRANNON INC., DBA SMITH ELECTRIC SERVICE

BY [Signature]  
MICHAEL R. BRANNON, PRESIDENT

SURETEC INSURANCE COMPANY

BY [Signature]  
ATTORNEY-IN-FACT, MARK D. IATAROLA



TWO HUNDRED FORTY THREE THOUSAND TWENTY DOLLARS AND 00/100

MONTEREY SPORTS CENTER HVAC REPAIR PROJECT (30C1408)

REV 09/21/2015



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of SAN DIEGO )

On 5/26/2016 before me, MICHELLE M. BASUIL, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared MARK D. IATAROLA  
*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 *Michelle M. Basuil*  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

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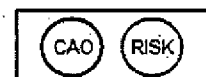
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 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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POA #: 510021

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Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

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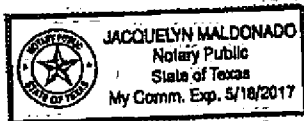
SURETEC INSURANCE COMPANY

By: [Signature]  
John Knox Jr., President



State of Texas                    SS:  
County of Harris

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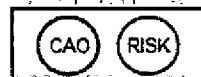
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Jacquelyn Maldonado, Notary Public  
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Given under my hand and the seal of said Company at Houston, Texas this 26<sup>TH</sup> day of MAY, 2016, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.





**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**


The undersigned declares:

I am the PRESIDENT of BRANNON INC. DBA SMITH ELECTRIC SVC, the party making the foregoing bid.

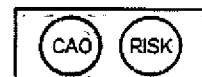
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 bid price, or of that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 25 day of APRIL, 2016 in SANTA MARIA [city], SANTA BARBARA County, California.

  
Signature

MICHAEL BRANNON, PRESIDENT  
Printed Name and Title



**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:

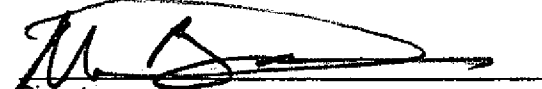
- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification 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. NONE

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 25 day of APRIL, 2016 in SANTA MARIA [city], SANTA BARBARA County, California.


  
Signature

MICHAEL BRANNON, PRESIDENT  
Printed Name and Title



**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor - To be Submitted with Bid)**

I, MICHAEL BRANNON, a licensed contractor, or responsible managing officer, of the company known as BRANNON INC. DBA SMITH ELECTRIC SERVICE, 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

MICHAEL BRANNON  
Printed Name and Title

APRIL 25, 2016  
Date

