PUBLIC WORKS CONTRACT (Informal Bid)

Prealdio of Monterey and Ord Military Community- Miscollaneous Glazing Work at Various Facilities (DPW-17027, DPW-17030, DPW-17038)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 28 day of 201 _ by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and COAST COUNTIES GLASS hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's Specifications and Contractor's proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for Presidio of Monterey and Ord Military Community- Miscellaneous Glazing Work at Various Facilities, Work is to be as set out in the Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated October 16, 2017, in an amount not to oxceed Twenty Seven Thousand Nine Hundred Twenty Five dollars (\$27,925.00) 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, vold, 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 e 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. 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. Specifications
 - B. Accepted Proposal
 - C. Performance Bond

- D. Payment Bond (labor and materials)
- E. Non-Collusion Declaration
- F. Debarment and Suspension Certification

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

CITY OF MONTEREY ter, or his designee Mane

OUNTIES GLASS:



Exhibit A



CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS

FOR

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-17027, DPW-17030, DPW-17038)

INFORMAL BID

This is a Presidio Municipal Services Agency (PMSA) Project

APPROVED FOR CONSTRUCTION:

CITY ENGINEER

DATE: _10-16-50 GIS NO. 61620 ũ

Agreement #: Ag-6984 - Page 2 of 181

PUBLIC WORKS CONTRACT (Informal Bid)

Presidio of Monterey and Ord Military Community- Miscellaneous Glazing Work at Various Facilities (DPW-17027, DPW-17030, DPW-17038)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this <u>28</u> day of <u><u>november</u></u> 201_7 by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and COAST COUNTIES GLASS hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's Specifications and Contractor's proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for Presidio of Monterey and Ord Military Community- Miscellaneous Glazing Work at Various Facilities. Work is to be as set out in the Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated October 16, 2017, in an **amount not to exceed Twenty Seven Thousand Nine Hundred Twenty Five dollars (\$27,925.00)** 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 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.
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 - B. Accepted Proposal
 - C. Performance Bond

- D. Payment Bond (labor and materials)
- E. Non-Collusion Declaration
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IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

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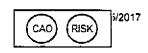
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PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES

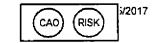
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PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY- MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-17027, DPW-17030, DPW-17038)

TABLE OF CONTENTS

PART I: NOTICE TO CONTRACTORS	1
MANDATORY PRE-BID CONFERENCE	1
PREVAILING WAGES, FEDERALLY FUNDED PROJECTS:	1
BID VALIDITY	2
RESPONSIBLE BIDDER	2
BID REJECTION	
UNBALANCED BID	3
BIDDER PROTEST	3
INTERPRETATION OF SPECIFICATIONS	3
DEFINITIONS	4
PART II: PROPOSAL	1
BASE BID SCHEDULE	1
ADDITIVE ALTERNATIVE BID SCHEDULE	2
BASIS OF AWARD	2
BASE BID ITEM DESCRIPTIONS	2
ADDITIVE ALTERNATIVE BID ITEM DESCRIPTION	4
ANCILLARY ITEMS	4
LUMP SUM PRICE BREAKDOWN	4
BID CLARIFICATION	4
DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS	6
BIDDER'S STATEMENT OF QUALIFICATIONS	7
SUBCONTRACTOR'S LIST	8
PART III: GENERAL PROVISIONS	1
BIDDING	1
CONTRACT AWARD AND EXECUTION	
SAMPLE PUBLIC WORKS CONTRACT	
	3
PAYMENT (LABOR AND MATERIALS) BOND	4
SCOPE OF WORK	6
CONTROL OF WORK	7
CONTROL OF MATERIALS	
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC	11
PROSECUTION AND PROGRESS	16
PAYMENT	17
PART IV: SPECIAL PROVISIONS	1



	GENERAL	1
	PLANS AND SPECIFICATIONS	1
	CONTRACT BONDS	1
	TIME LIMITS	2
	SITE INSPECTION	2
	SUBMITTALS	2
	PROTECTION OF PRIVATE PROPERTY	3
	CONSTRUCTION QUALITY CONTROL	3
	GUARANTEE	5
	REGULATIONS	5
	PUBLIC SAFETY AND PROTECTION OF THE WORK	5
	INDEMNIFICATION AND HOLD HARMLESS	6
		6
	RESOLUTION OF CONSTRUCTION CLAIMS - ALL CONTRACTOR CLAIMS	8
	RESOLUTION OF CONSTRUCTION CLAIMS – CLAIMS UNDER \$375,000	
	PRE-CONSTRUCTION CONFERENCE	11
	LIQUIDATED DAMAGES	11
	CONSTRUCTION PROCEDURE	
		12
	REMOVAL OF OBSTRUCTIONS	14
	UNDERGROUND UTILITIES	14
	UTILITY COMPANY COORDINATION	
	CONTRACT PLANS AND SPECIFICATIONS	_
	DUST CONTROL	
	CONNECTION TO EXISTING UTILITIES	15
	SANITARY FACILITIES	-
	NSPECTION OF WORK	
	RECORD DRAWINGS	
	ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS	
	TREE PROTECTION REQUIREMENTS	
	MILITARY INSTALLATION SECURITY REQUIREMENTS AND POLICIES	
	FECHNICAL SPECIFICATIONS	
AF	PENDIX A: BID PROPOSAL FORMS	1



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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 Engineer, 580 Pacific Street, Room 7, City of Monterey, California, until 2:00 p.m., October 31, 2017, at which time they will be publicly opened and read, for furnishing all labor, materials, tools, equipment and incidentals for the construction of **Presidio of Monterey and Ord Military Community - Miscellaneous Glazing Work at Various Facilities** in California, in accordance with these specifications.

In general, the work consists of, but is not limited to, replacement of existing main entry door assembly with an ADA compliant single pane tempered glass commercial storefront door assembly and seven exterior tempered door glazing at B4260 (Stillwell Center) at the Ord Military Community; Replacement of three (3) laminated glass commercial windows at B417 and replacement of existing metal door with an ADA compliant single pane tempered glass commercial storefront door at B616 at the Presidio of Monterey. Also included are proper disposal and/or recycling of materials removed from various facilities.

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class C-17 Glazing Contractor's License. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference is scheduled for 10:00 a.m. on October 25, 2017. Bidders will be met by staff at the Lower Presidio off Corporal Ewing Road, Monterey, CA 93940. This conference will allow bidders to review and inspect project conditions within the Presidio of Monterey. Failure to attend and arrive on time may result in your bid being deemed non-responsive resulting in rejection of your bid. Contractors must have valid federally recognized ID, vehicle registration and vehicle insurance with them to enter the Military Installation. Attendees of the pre-bid conference may contact Elvie Camacho, P.E., (831) 760-2275 for more information.

PREVAILING WAGES, FEDERALLY FUNDED PROJECTS:

This project is partially or completely federally funded. Federal and/or State prevailing wage rates, whichever are higher, shall apply. Contractor and all subcontractors shall be responsible for determining which prevailing wage rate applies to the corresponding labor classification to be used in the execution of this contract and shall pay accordingly. Contractor and all subcontractors shall, if applicable, comply with the provisions of the Davis-Bacon Act (incorporated herein and attached as Appendix B hereto) and all amendments thereto.

The Federal minimum wages shall be based on the wages that the United States Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State of California.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the State General Prevailing Wage Rates for this project, available at City of Monterey Engineering Division Office, City Hall, Monterey, CA, (831-646-3921) and available from the California Department of Industrial Relations' Internet website at http://www.dir.ca.gov/dlsr/PWD/Northern.html.

Prevailing wage rates are required to be posted at the jobsite.

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. 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 <u>https://www_dir.ca.gov/pwc100ext/)</u> 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.

If there is a difference between the Federal minimum wage rates predetermined by the Secretary of Labor and the State General prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

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. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid 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:

- <u>Standards of Responsibility</u>: 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.
 - 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.
- <u>The City's Duty Concerning Responsibility</u>. 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. <u>Written Determination of Non-responsibility Requirements</u>. 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 nonresponsibility.

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 §28-24 and the City's Purchasing Manual, both of which are available on-line on the City's website located at <u>http://monterey.org</u>. 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, Elvie Camacho P.E., Senior Engineer by emailing <u>engineering-admin@monterey.org</u>. 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:

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



PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-17027, DPW-17030, DPW-17038)

CITY OF MONTEREY

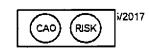
PART II: PROPOSAL

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:

BASE BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
OMC -	-B4260				
1	Mobilization and Demobilization	1	LS		_
2	Removal and Disposal/Recycle of Existing Door Glazing and Door Assembly	1	LS		
3	Exterior Door Glazing Replacement	7	EA		
4	Main Entry Door Assembly Replacement	1	ÊA		
	SUB-TOTAL BI	D for B4260	(ITEMS 1	THROUGH 4)	
POM -	-B417				
5	Mobilization and Demobilization	1	LS		
6	Removal and Disposal/Recycle of Existing Window	1	LS		
7	Window Glazing Replacement (Operable)	1	EA		
8	Window Głazing Replacement (Fixed)	2	EA		-
	SUB-TOTAL B	ID for B417	(ITEMS 5	THROUGH 8)	
POM -	-B616				
9	Mobilization and Demobilization	1	LS		
10	Removal and Disposal/Recycle of Existing Door	1	LS		
11	Entry Door Replacement	1	EA		
	SUB-TOTAL BI	D for B616 (1	TEMS 9	THROUGH 11)	



TOTAL BASE BID (ITEMS 1 THROUGH 11) (In Words)	(In Figures)
	\$

ADDITIVE ALTERNATIVE BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
PÔM -	-B616				
12	Remove and Replace Entry Door Frame	1	LS	•	
TOTAL ADDITIVE ALTERNATIVE BID (ITEM 12) (In Words)					(In Figures)
			\$		

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 Base Bid (Items 1 through 11). The actual award will depend on available funding and site approval. Contractor should be aware that all base bid items may not be awarded.

BASE 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 for each building. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded for each building. 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) Quality Control Plan, 4) all submittals and shop drawings, 5) Environmental Protection Plan (EPP) 6) Construction and Demolition (C&D) Debris Waste Management Plan, 7) Form 7-Installation Access 8) Military Security Requirements and 9) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing, staging area, if any, and Storm Water Compliance.

2. Removal and Disposal/Recycle of Existing of Door Glazing and Door Assembly

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 removal and proper disposal/recycle of existing seven exterior doors glazing at B4260 Ballroom area and main entry door assembly. Also included in this bid item is the temporary removal of seven aluminum door panels for installation access.

3. Exterior Door Glazing Replacement

Measurement and payment for this item shall be per unit price per each (EA) basis. The unit price shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to install new tempered glass glazing to existing exterior swing doors at the B4260 Ballroom area. Also included in this bid item is the re-installation of existing aluminum door panels.

4. Main Entry Door Assembly Replacement

Measurement and payment for this item shall be per unit price per each (EA) basis. The unit price shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to install new single tempered glass pane commercial storefront door assembly and all necessary hardware for a complete in place operational, ADA compliant main entry door at B4260, Ord Military Community. This bid item includes touch up paint on the exposed or damaged walls due to construction, to match existing.

5. Mobilization and Demobilization

Measurement and payment for this item shall be on a lump sum (LS) basis for each building. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded for each building. 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) Quality Control Plan, 4) all submittals and shop drawings, 5) Environmental Protection Plan (EPP) 6) Construction and Demolition (C&D) Debris Waste Management Plan, 7) Form 7-Installation Access 8) Military Security Requirements and 9) fringe benefit summary statement. Also included in this bld item is maintaining the project site, regular cleanup and final cleanup, temporary fencing, staging area, if any, and Storm Water Compliance.

6. Removal and Disposal/Recycle of Existing of Windows

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 removal and proper disposal/recycle of existing three (3) windows at B417 at the Presidio of Monterey.

7. Window Glazing Replacement (Operable)

Measurement and payment for this item shall be per unit price per each (EA) basis for operational or fixed windows. The unit price shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to install new laminated glass glazing to existing windows. Also, included in this item is the cost to install temporary board to secure the window opening if necessary.

8. Window Glazing Replacement (Fixed)

Measurement and payment for this item shall be per unit price per each (EA) basis for operational or fixed windows. The unit price shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to install new laminated glass glazing to existing windows. Also, included in this item is the cost to install temporary board to secure the window opening if necessary.

9. Mobilization and Demobilization

Measurement and payment for this item shall be on a lump sum (LS) basis for each building. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded for each building. 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) Quality Control Plan, 4) all submittals and shop drawings, 5) Environmental Protection Plan (EPP) 6) Construction and Demolition (C&D) Debris Waste Management Plan, 7) Form 7-Installation Access 8) Military Security Requirements and 9) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing, staging area, if any, and Storm Water Compliance.

10. Removal and Disposal/Recycle of Existing of Door

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 removal and proper disposal/recycle of existing metal door B616 at the Presidio of Monterey.

11. Entry Door Replacement

Measurement and payment for this item shall be per unit price per each (EA) basis. The unit price shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to install new aluminum framed, single tempered glass pane commercial storefront door including all hardware and threshold for a complete in place operational, ADA compliant main entry door at B616, Presidio of Monterey.

ADDITIVE ALTERNATIVE BID ITEM DESCRIPTION

12. Remove and Replace Entry Door Frame

Measurement and payment for this item shall be per unit price per each (EA) basis. The unit price shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to remove and dispose existing metal door frame and install new aluminum door frame to compliment new door described in bid item No. 11. This bid item includes touch up paint on the exposed or damaged walls due to construction, to match existing.

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.

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 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 <u>BID VALIDITY</u> of Part I.

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-17%7 DPW-17601 97. AU 3098984 - Page 14 of 181



Part II, Page 6

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 (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: _______.

ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF 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

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-1787, DPW-1787, DPW-1787



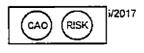
Part II, Page 7

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
				· · · · · · · · · · · · · · · · · · ·

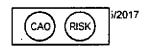
PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES



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



PART III: GENERAL PROVISIONS INFORMAL BID (under \$100,000)

BIDDING

JOB SITE AND DOCUMENT EXAMINATION

The bidder is required to thoroughly examine the job site, 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 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.

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:

- 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, required contract documents, and City of Monterey Business License or evidence of application for said license.
- Upon approval of the foregoing documents, the City will execute the contract and return an original to the Contractor.

PUBLIC WORKS CONTRACT (Informal Bid)

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-**MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES** (DPW-17027, DPW-17030, DPW-17038)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this _ dav 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 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 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 Presido of Monterey and Ord Military Community-Miscellaneous Glazing work at Various Facilities. Work is to be as set out in the 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 gualified 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 authonzed 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.
- This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the 6. office of the City Clerk and are incorporated herein and made a part hereof by reference:

F

- Specifications Α.
 - Accepted Proposal
- Β. С Performance Bond
- 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.

CITY OF MONTEREY:

[INSERT CONTRACTOR NAME]:

E. Non-Collusion Declaration

Debarment and Suspension Certification

By:

City Manager, or his designee

By: [Insert Name, Title]



Part III, Page 3

PERFORMANCE BOND

BOND NO. _____ PREMIUM: ______

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.

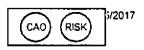
IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

By _____ PRINCIPAL

By: PRINCIPAL

By:

ATTORNEY-IN-FACT



Part III, Page 4

PAYMENT (LABOR AND MATERIALS) BOND

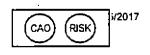
BOND NO.:

KNOW ALL MEN/WOMEN BY THESE PRESENT that we,	as Principal (also
referred to herein as "CONTRACTOR"), and	as Surety, are held and firmly bound
unto City of Monterey, hereinafter called "OWNER," in the sum of	
Dollars (\$), for the payment of which sum, well and truly to	o be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severall	y, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Monterey for the [NAME OF PROJECT], in accordance with OWNER's Call for Bids documents and Principal's Bid Dated ______, and to which reference is hereby made for all particulars, and is required by said City of Monterey to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.



IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this

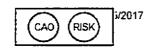
day of	_, 20
Surety	Principal
By:	Ву:
-): <u></u>	
Print Name/Title	Print Name/Title
Address	Address
() Telephone Number	() Telephone Number
Email Address	Email Address

NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

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PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-1777 GREETITET) #. Age 824 - Page 22 of 181

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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, <u>if required by the plans or specifications</u>.

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.

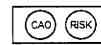
QUALITY

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

<u>LAWS</u>

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 gualified 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



Part III, Page 13

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



Part III, Page 14

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 posses 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 posses 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

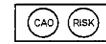
Nothing in the contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon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

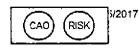
In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

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.



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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

<u>GENERAL</u>

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.

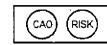
PROGRESS PAYMENTS

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



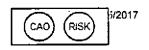
an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

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.



PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-17027, DPW-17030, DPW-17038)

PART IV: SPECIAL PROVISIONS

GENERAL

The work, in general, consists of, but is not limited to, replacement of existing main entry door assembly (dual leaf) with an ADA compliant aluminum frame, single tempered glass pane commercial storefront door assembly and seven (7) exterior door glazing at B4260 (Stillwell Center) at the Ord Military Community; Replacement of three (3) laminated commercial windows at B417 and replacement of existing metal door with an ADA compliant aluminum framed, single pane tempered glass commercial storefront door at B616 at the Presidio of Monterey. Also included are proper disposal and/or recycling of materials removed from various facilities.

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 <u>Standard Specifications</u>, <u>Standard Plans</u>, and these <u>Special Provisions</u> and the <u>Plans</u>, the order of precedence shall be as follows:

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

CONTRACT BONDS

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a performance bond to the satisfaction and approval of said City, in a sum of not less than one hundred percent (100%) of the amount of the contract conditional upon the faithful performance of the contract. 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 4, 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 Stated 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 **ninety (90)** calendar days from the effective date of the Notice to Proceed.

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.

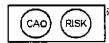
It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the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

- 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 with 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



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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.

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.

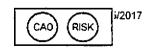
The Quality Control Plan

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.

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES



- 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.

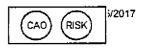
QC Plan Implementation

- 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. <u>General</u>. 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.
- <u>Control of Materials, Tests, and Inspections</u>. 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. <u>Tests and Inspections</u>: Door Glazing Installation Door and Window Installation
 - b. <u>Materials and Materials Certification</u> Tempered glass Aluminum door assembly Laminated glass windows Aluminum door
 - 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. <u>Acceptance of Plan</u>. 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. <u>Notification of Changes</u>. 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. <u>Testing and Certification</u>. 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 warrantees. 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.

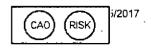
REGULATIONS

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. Unified Facilities Criteria (UFC), DoD Minimum Antiterrorism Standard for Building
- 13. The California Labor Code,
- 14. Federal Water Pollution Control Act (Clean Water Act), and,
- 15. 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-I.03 "Public Convenience" and 7-I.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 one year 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

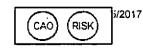
Coverage shall be at least as broad as:

- 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. Surety Bonds as described in Part III.

SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES



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:

- 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

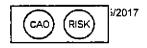
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

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

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-17% GPECIFICIENT #"MAG 398984 - Page 42 of 181



Part IV, Page 8

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.

RESOLUTION OF CONSTRUCTION CLAIMS - ALL CONTRACTOR CLAIMS

Applies to ALL Contractor Claims for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (Public Contract Code §9204)

1. The following provisions applies to contracts entered into on or after January 1, 2017.

2. In accordance with Section 9204 of the California Public Contract Code, this Section applies to any claim by a contractor in connection with a public works project for:

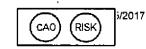
- a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a public works project.
- b. Payment by the City of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- c. Payment of an amount that is disputed by the City.
- 3. Upon receipt of a claim pursuant to this section:
 - a. The City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - b. The claim shall be in writing, include reasonable documentation to substantiate the claim as specified in subsection d below, and be accompanied by the following certification:

(MUST BE AN OFFICER) OF _______ (GENERAL Contractor), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH



CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER LEGAL CONSEQUENCES."

- c. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.
- d. The claim must include actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, resequencing or acceleration. Contractor shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.
- e. If the City needs approval from the City Council to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- f. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 5 of this section shall apply.
- 4. Following City's written response:
 - a. If the claimant disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - b. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
 - c. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - d. Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under <u>Section 20104.4</u> to mediate after litigation has been commenced.
 - e. This section does not preclude the City from requiring arbitration of disputes under private arbitration or the



Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

5. Failure by the City to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

6. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

7. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a City because privity of contract does not exist, the contractor may present to the City a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the City and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

8. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

RESOLUTION OF CONSTRUCTION CLAIMS - CLAIMS UNDER \$375,000

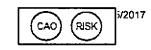
Applies to claims under \$375,000 for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (California Public Contract Code §20104 et seq.)

1. In addition to the provisions of California Public Contract Code §9204 set forth in Section Q above which applies to <u>all</u> construction claims for: a) a time extension; b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this Contract which is not otherwise expressly provided for or the Contractor is not otherwise entitled; and c) payment of an amount that is disputed by the City, the following provisions shall also apply to said construction claims of three hundred seventy-five thousand dollars (\$375,000) or less.

2. If, following the meet and confer conference set forth in Section Q.4.a. above, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

3. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

- a. Responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding



Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

- c. In addition to Chapter 2.5 (commencing with Section 1141.10 of Title 3 of Part 3 of the Code of Civil Procedure (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- d. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.
- e. In any suit filed under Section 20104.4 of the California Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

PRE-CONSTRUCTION CONFERENCE

Prior to the beginning of any work on this project, a pre-construction conference shall be held at the PMSA's conference room, B271 Presidio of 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.

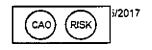
LIQUIDATED DAMAGES

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 \$1,200.00 (one thousand two hundred) 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.

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES



CONSTRUCTION PROCEDURE

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

- 1. Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
- 2. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.
- 3. 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.
- 4. Minimizing any hazard to the general public.
- 5. Proper handling of hazardous materials.
- 6. All work will occur between 7 am and 7 pm unless otherwise approved in writing.
- 7. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placemat shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

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.
- 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/hg/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.
- If a sidewalk or path is obstructed, contractor must then submit an ADA compliant pedestrian defour plan in accordance with the CA MUTCD chapter 6D and the Public Rights-of-Way Accessibility Guidelines (PROWAG). Please refer to: <u>http://dot.ca.gov/hq/traffops/engineering/control-devices/pdf/PedBrochure.pdf</u>
- 6. Label all taper lengths and widths, delineator spacing and sign spacing. Indicate location of construction signs, barricades and delineators.
- 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.
- 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 thirty-six (36) 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



5/2017

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



Part IV, Page 17

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;
 - o 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:
 - o Erosion, or
 - o Sediments entering waterways or the drainage system, or
 - o 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 on can be found at the State Water Resources Control Board CGP website:

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.

TREE PROTECTION REQUIREMENTS

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

All public or private construction projects requiring acquisition of a building permit shall comply with the tree protection guidelines established by the City in order to safeguard and protect any trees affected by said construction.

- 1. These Tree Protection Guidelines apply to all "Protected Trees" in the City of Monterey, defined as:
 - a. trees located on a vacant private parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4' 6") above the tree's natural grade; and,
 - b. trees located on a private, developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4' 6") above the tree's natural grade.
- 2. These standards do not apply to unprotected trees or trees previously approved for removal.
- 3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' 0". The diameter of a tree shall be measured at four feet six inches (4' 6") above the surrounding grade [Diameter at Standard Height (DSH)].
- 4. All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' 0" from the outside edge of the trunk or further than 3' 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and



Part IV, Page 19

four (4) feet tall plastic snow fencing on residential projects and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester.

- 5. Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' -0", sprayed with Astro or Dragnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.
- 6. Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.
- 7. Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.
- 8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
 - a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
 - b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
 - c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
 - d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
 - e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
 - f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Overwatering may also damage native pines.
- 9. Failure to comply with these Tree Protection Standards is punishable by civil penalty, including citation and fines.

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-1782) TECHTERIN #"A2038984 - Page 54 of 181

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- All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact the City Forester, at 831.646.3860 for inspection to confirm Tree Protection or with any general tree preservation questions.
- 11. Chapter 37, Preservation of Trees and Shrubs, is available at <u>www.monterey.org</u> or <u>http://www.codepublishing.com/ca/monterey</u>
- 12. These Tree Protection guidelines shall also apply to the following trees:
 - a. Trees located on a vacant public parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
 - b. Trees located on a public developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,

Trees located within the public right-of-way that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade.

MILITARY INSTALLATION SECURITY REQUIREMENTS AND POLICIES

JOBSITE SECURITY REQUIREMENTS

Contractor shall comply with all installation security requirements. The Presidio of Monterey, SATCOM, DMDC Building and Camp Roberts have a strict Entrance Security System that requires random searches of all vehicles. Every effort will be made to provide timely access, but may not always be possible. Cost for any security delays shall be ancillary to the project and no additional compensation shall be approved.

VEHICLES

Contractor personnel utilizing Contractor-owned or privately owned vehicles on Military Installations shall possess a valid State driver's license, vehicle registration and proof of insurance. Contractor shall have clearly identified vehicles with the name of the Contractor prominently displayed on both sides of the vehicle while working on an installation. Contractor shall adhere to installation parking policy.

ACCESS LIST AND OTHER PERSONNEL

Contractor shall submit a list of all personnel working on the project within seven (7) calendar days after notice that a contract has been awarded to him. Contractor shall submit a completed electronic version of the Application For Installation Access, POM Form 7 (see Appendices) to the City for processing. List all personnel for inclusion on the base access roster to permit extended access to the Military Installation (two or more days). An electronic version of POM Form 7 may be obtained from the City. Processing of the completed application generally takes approximately two weeks to complete. Personnel not included on the Access Roster (or without a DBIDS card) must follow daily gate access procedures, which can delay access onto the installation, especially during peak morning periods or if sponsors are not available for verification of access.

Contractor shall ensure that their employees shall observe and comply with the Army policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, park gratuities, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. Contractor's personnel shall be legal residents or citizens of the United States and shall be able to clearly communicate in the English language. Contractor shall ensure the Contractor's personnel do not present an appearance, such as would embarrass the Command or residents of POM, and that their conduct shall not reflect discredit upon the installation or the Department of the Army. The Contractor shall remove from the job site any employee for reasons of misconduct or security. The removal of such a person shall not relieve the Contractor of the requirements to provide personnel to perform adequate and timely service. The Contractor shall not hire off-duty or former Government employees whose employment would result in a conflict with the Joint Ethics Regulations DOD 5500.7-R. Contractor shall notify City of Monterey of any changes on the working status of key personnel immediately in writing for review and approval.



USAG OPERATIONS SECURITY (OPSEC) PROGRAM:

All Department of Defense contractors are required to complete a mandatory OPSEC training on an annual basis. Contractors and personnel working inside the Presidio of Monterey, Ord Military Community, DMDC Building and SATCOM shall review attached, Appendix F, USAG Operations Security (OPSEC) Training and iWatch Army Training. Contractor will certify its personnel by completing the Certificate of Training. Certificate of Training shall be submitted together with POM Form 7 to the Engineer seven days after notice that a contract has been awarded to the Contractor.

PROTECTION OF GOVERNMENT PROPERTY

Government 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.

ENVIRONMENTAL PROTECTION PLAN (EPP) AND CONSTRUCTION AND DEMOLITION (C&D) DEBRIS MANAGEMENT PLAN

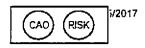
Contractor shall review and complete the Environmental Protection Plan (EPP) and the Construction and Demolition Debris Waste Management Plan. The EPP and C&D shall be submitted to the Engineer fourteen (14) calendar days after notice that a contract has been awarded as part of the submittal. Final C&D with recycling and or disposal tags shall be submitted after completion of the project. EPP and C&D are as shown in Appendix D and E. Electronic copies of the forms are available upon request from the Engineer.



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PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-1787, DPW-1787); DPW-1787); DPW-1787; DPW-17



PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW17027, DPW-17030, DPW-17038)

TECHNICAL SPECIFICATIONS

Work areas are within essential facilities of the Department of Army. B4260 (Stillwell Center) is located at Ord Military Community and housed the Army Community Services, Military Family welfare and recreation rooms and functions ballroom. B417 and B616 are located at the Presidio of Monterey. B417 is an office building and B616 is office building providing Student Life Transition Assistance Program counseling. These buildings will be operational during construction. Contractor shall follow all security provisions and work shall be done in a manner that will not negatively impact the operation of the buildings. Noise generation shall be kept to a minimum during construction.

Removal and Disposal/Recycle:

Contractor shall only remove windows and/or doors than can be replaced on the same day. Contractor shall notify the engineer one week in advance if doors and/or windows need to be removed before installation of replacement. Contractor shall secure all window openings and doors at the end of each work day. Removal shall be done carefully to prevent broken glass and minimize safety hazard to the facilities.

Material removed shall be recycled. If not recyclable, material shall be properly disposed. Contractor shall submit recycle and/or disposal tags as required in the Environmental Protection Plan (EPP).

Materials:

<u>B4260</u>

Ballroom doors new glazing shall be single pane tempered glass glazing. Thickness of glass shall match existing. New entry door assembly shall be bronze wide style 500 series aluminum commercial store front door with a single pane tempered glass glazing by Kawneer or approve equal. Door assembly shall include door, door framing, threshold, panic hardware, door closer, mortise and cylinder and miscellaneous parts for an ADA compliant, operational complete in place entry door.

<u>B417</u>

New windows shall be laminated glass glazing. Glass thickness shall match existing. Provide EPDM or neoprene setting blocks or gaskets as needed. Damaged multion cap shall be replaced with equal to existing. Window frame shall be powder coated aluminum, color to match existing window frames.

B616

New door shall be aluminum commercial store front door with a single tempered glass glazing by Kawneer or approved equal. Size, color and finish shall match the existing door nearby the project location. Door framing and threshold shall be aluminum, panic hardware; door closer, mortise and cylinder and miscellaneous parts shall compliment the new door and shall be ADA compliant. Door closer shall be surface mounted to side push, LCN 4050 or approved equal.

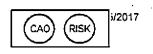
Installations:

All work shall be done in accordance with California Building Code, these Specifications and Industry standard for glazing work. Installation of new windows and doors shall be per manufacturer's recommendations.

Contractor shall field verify dimensions before ordering materials. Contractor shall have the sole responsibility to accurately measure the doors and windows to be replaced, additional compensation due to cost incurred due to wrong size will not be authorized.

Doors shall be installed to provide weather tight installation, install caulking or weather strip as deemed necessary. Door frames and thresholds shall be adequately and properly anchored per manufacturer installation guide. Panic door hardware and door closure shall be properly installed for ADA compliance.

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-1782) TECHTER VAGeo 984 - Page 58 of 181



Repair and provide touch up paint to match existing for exposed and damaged walls due to construction.

Refinish and paint existing door frame at B616 as deemed necessary. Paint color shall match existing.

Install new windows in existing mullions. One damaged mullion cap is to be replaced. Contractor is responsible for replacement of mullion caps damaged during removal of windows. Install new EPDM setting blocks and or gaskets as needed. Provide necessary operator, matching existing, for operational window.

Cleanup:

Contractor shall clean the construction site daily. Remove glass and other debris generated from the removal phase immediately if necessary to ensure safety.

Final clean up including cleaning of glass glazing shall be done before final acceptance of the work.



Appendix A, Page 1

APPENDIX A: BID PROPOSAL FORMS



CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW17027, DPW-17030, DPW-17038)

Submit the following items unbound:

ITE	<u>EM</u>	INCLUDED
1.	Bid Proposal Cover Sheet (this sheet)	
2.	Proposal and Bid Schedule	
3.	Declaration of Bidder	
4.	Acknowledgement of Addenda (if applicable)	
5.	Bidder's Statement of Qualifications	
6.	Subcontractor's List	

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

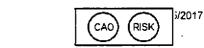
The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

By:

Company Name

Signature

Dale



PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-1782, DPW-1783, DPW-1783

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW17027, DPW-17030, DPW-17038)

CITY OF MONTEREY

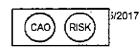
To the Honorable City Council City of Monterey City Hall Monterey, California

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:

BASE BID SCHEDULE

ltem No.	Description	Approx. Quantity	Unit	Unit Price	Amount
OMC -	-B4260				
1	Mobilization and Demobilization	1	LS		
2	Removal and Disposal/Recycle of Existing Door Glazing and Door Assembly	1	LS		
3	Exterior Door Glazing Replacement	7	EA		
4	Main Entry Door Assembly Replacement	, 1	EA ·		
	SUB-TOTAL BI	D for B4260	(ITEMS 1	THROUGH 4)	
POM -	-B417		·		
5	Mobilization and Demobilization	1	LS		-
6	Removal and Disposal/Recycle of Existing Window	1	LS		
7	Window Glazing Replacement (Operable)	1	EA		
8	Window Glazing Replacement (Fixed)	2	EA		
	SUB-TOTAL B	ID for B417	(ITEMS 5	THROUGH 8)	
POM -	-B616	-			
9	Mobilization and Demobilization	1	LS		
10	Removal and Disposal/Recycle of Existing Door	1	LS		
11	Entry Door Replacement	1	EA		
	SUB-TOTAL BI	D for B616 (I	TEMS 9	THROUGH 11)	

ų



Appendix A, Page 3

TOTAL BASE BID (ITEMS 1 THROUGH 11) (In Words)	(In Figures)
	_ \$
	<u> </u>

ADDITIVE ALTERNATIVE BID SCHEDULE

ltem No.	Description	Approx. Quantity	Unit	Unit Price	Amount
POM -	-B616				
12	Remove and Replace Entry Door Frame	1	ŁS		
	(In Figures) \$				
	· · · · · · · · · · · · · · · · · · ·				_

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 Base Bid (Items 1 through 11). The actual award will depend on available funding and site approval. Contractor should be aware that all base bid items may not be awarded.



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 (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: ______.

ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN

i	COUNTY, CALIFORNIA, ON	, 201		
Name of Firm:				
Address:	· · · · · · · · · · · · · · · · · · ·	<u>_</u>		
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

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-1782 DPW-1783) DPW-1783 DPW



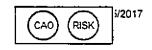
Appendix A, Page 5

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 (Please acknowledge with initials)	DATE RECEIVED
l	
2	· · · ·
3	
4	
5	
6	

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES



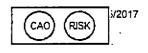
Appendix A, Page 6

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
-		,	-	

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES



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
				-





To: All Plan Holders

Subject: PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUSGLAZING WORK AT VARIOUS FACILITIES (DPW-17027, DPW-17030, DPW-17038) - ADDENDUM #1

Sent Via: Email/Web Posting

Attached are the following documents:

- 1. State Prevailing Wage Rates
- 2. Davis Bacon
- 3. M3 Hazmat Report
- 4. Pre-Bid Meeting sign in sheet

Acknowledge this addendum and any others in your bid on Appendix A, Page 5 of the Specifications. Failure to list this addendum and any others will result in your bid proposal being deemed non-responsive.

Sealed unbound bid proposals will be received in the office of the City Engineer, 580 Pacific Street, Room 7, City of Monterey, California, until 2:00 p.m., October 31, 2017.

Sincerely,

Elvié Camacho, P.E. Senior Engineer



GENERAL PREVAILING WASE 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 DEEDGING PROJECTS

LOCALITY: MONTEREY COUNTY

	RMINATION: MTY-2017-2					EMPLOY	ER PAYMENTS	S		STRAK	SHT-TIME	OVER	TIME HOURLY	RATE
Agreement	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
nent #	BRICKLAYER, BLOCKLAYER: BRICKLAYER, BLOCKLAYER, STONEMASON POINTER, CLEANER, CAULKER,	8/22/2017	04/30/2018**	A 38.930	9 850	12 100	B 2 COO	0 800	c 1130	D 80	, 64 810	€ 85 280	E 85.280	105 740
≥	WATERPROOFER	8/22/2017	06/30/2018*	A 46 210	9 850	11.500	F-	1 490	0 430	D 80	69 480	92 590	P 92 590	115 690
Ag_6984	BRICK TENDER	8/22/2017	06/30/2016**	н 33.270	6.000	10 680	F -	0.450	0 300	D 80	52,700	E 69 330	E 69 330	85 970
<u>i</u> g	CARPET, LINOLEUM,	1												
4	SOFT FLOOR LAYER	2/22/2017	12/31/2017	A 47.340	10.150	13 860	I -	0 630	0 340	8.0	72.320) 95 990	J 95 990	119 660
ΰ	FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2017	12/31/2017**	A 23 650	10.150	6 930	ı .	0 050	0 340	60	41,120	J 52 840	J 52.940	64 770
Page	FLOOR COVERING HANDLER LESS THAN 3	2/22/2017	12/31/2017**	× 18 910	10,150	5,540					24.002			
e t	YEARS FLOOR COVERING HANDLER TRAINEE,	212212017	12/31/2017	× 10 910	10,150	3.340	1 1	0.050	0 340	80	34 990	J 44.440	J 44 440	53 900
68	FIRST 3 MONTHS	2/22/2017	12/31/2017**	 15 120 	10,150	4.430	I -	- 0 050	0,340	80	30.090	J 37 850	J 37.650	45 210
ç	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2017	12/31/2017**	A 17 010	10,150	4,990	1 -	0 050	0 340	80	32 540	J 41040	J 41.040	49 550
ē	ELECTRICIAN:							0000			02 040			40 000
•	COMMI & SYSTEM INSTALLER	2/22/2017	11/30/2017*	35 070	10 550	к 5.900			L 0210		54.050			
	COMM & SYSTEM TECH	2/22/2017	11/30/2017	39.930	10 550	к 5.900	-	1,100	L 0210	80 80	54 060 59 090	м 72210 м 79750		90 360 100 420
	INSIDE WIREMAN, TECHNICIAN	2/22/2017	12/24/2017**	и 44.650				0 0 950	0 760	, BO	69 850	и 79750 'R 104.770		139 700
	CABLE SPLICER	2/22/2017	12/24/2017**	N 50,230		P 11.200		0 0.950	0.830	^r 8.0	75 870	R 113 500		151 330
	INSIDE WIREMAN (WHEN WELDING)	2/22/2017	12/24/2017**	N 49.120		P 11.200		0 0 950	Q 0.810	8.0	•	8 111.760		149 010
	FIELD SURVEYOR:	010101			0 10.000	111200	-		4 0010		14000			145 010
5	CHIEF OF PARTY	2/22/2017	02/27/2018	40 150	13 680	T 11510	υ 3710	0 870	0,160	80	70 080	V 90.160	w 90,160	110230
s	INSTRUMENTMAN	2/22/2017	02/27/2018*	37 060		T 11 510		0 870	0.160	. 80	66,990	V 85 520		104 050
s	CHAINMANTRODMAN	2/22/2017	02/27/2018	34,180	13 680	1 11.510		0 870	0,160	80	64 110	V 81.200		98 290
	GLAZIER	2/22/2017	12/31/2017**			x 15 640		1	Y 0380	80	72 800	z 95.340	117.880	117 880
* AA	MARBLE FINISHER	2/22/2017		AB 31.170	9 850	4 230	1 -	0.450	0.590	8.0	46,290	AC 61.880	77.460	77.460
	MARBLE MASON	2/22/2017	07/31/2017**		9 850	15 420	ı -	0 800	0.820	80	68 660	AC 89 540	110 430	110 430
	PAINTER:				• •••				0.420					110 400
	BRUSH AND SPRAY	8/22/2017	12/31/2017**	н 38 820 -	10 150	T 12 120		0 560	0 360	D 80.	62 030	B1,440	AD 81.440	100 850
	INDUSTRIAL PAINTER	8/22/2017	12/31/2017**	н 39320	10 150	12.120		0 560		·D 80	62.530	82.190		101 850
	SANDBLASTER, STEAM CLEANER, WATERBLASTER	8/22/2017	12/31/2017**	н 39 320		T 12 120		0 560		0 80	82 530	82,190		101.850
	EXOTIC MATERIALS	8/22/2017	12/31/2017**	H 39,570	10.150	T 12.120		0 560	0 380	D 80	62.780	82,570	AD 82 570	102 350
	PAPERHANGERWALLCOVERING	8/22/2017	12/31/2017**	н 39 820	10 150	T 12 120		0 560		D 80	63 030	82.940		102 850
	TAPER	2/22/2017		AE 39 980	10.150	13 580		0 560	0 510	80	64 780	64.770		AD 104 760
	TAPER CLEAN-UP	2/22/2017	-	AG 15,960	10,150		· .			60	28.11D		0 34.090	AD 42 070
	PLASTERER	8/22/2017	12/31/2017**		13 260	11.300	. 3 000	1.150	1.200	80	63 030		N 78,630	94 230
(8)	PLASTER TENDER	8/22/2017	06/30/2018		8 000	12 770		0 450	0 450	80	56 370	AL 72 010		87 660
N	PLUMBER:								0.00		000.0			
	PLUMBER, MPE FITTER & REFRIGERATION FITTER (HVAC)	8/22/2017	12/31/2017**	41,900	12 260	17.060 '	F-	1.500	3 570	80	76 310	⊑ 97.260	E 97 260	118 210
	PIPE TRADESMAN	8/22/2017	12/31/2017	13,000	9 950	1.000	F-		0 7 10	60	24 660	E 31.160	E 31.160	37.660
	UNDERGROUND UTILITY PIPEFITTER	8/22/2017	06/30/2018**	26 650		AM 3 000 (2 000	0,450	0.600	80	42 500	55.930		69 350
	LANDSCAPE PIPEFITIER	8/22/2017	06/30/2016**	26.850	9 600	AM 3 000	2 000	0 450	0 600	60	42 500	55 930		69,350
	UNDERGROUND UTILITY ASSISTANT	8/22/2017	06/30/2018**	15 850	9,600	AM 3 000	2 000	0 450	0 800	80	31 500	39 430		47.350
An	JOURNEYMAN			10 000			2000	· · · · · ·			-	43 4 50	- 00-00	-7.000

GENERAL PREVAILING MADE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7. CHAFTER 1, ARTICLE 3, SECTIONS 1318, 1173 AND 1773.1 FOR COMMERCIAL BUILDING, KIGHMAY, REAVY CONSTRUCTION AND DREDGING PROJECTS

.....

LOCALITY: MONTEREY COUNTY

DETER	RMINATION: MTY-2017-2					EMPLOY	ER PAYMENT	5		STRAIC	GHT-TIME	OVER	TIME HOURL	Y RATE
Agree	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION		TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
n Bern	LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2017	05/30/2018**	15 650	9 600	AM 3 000	2.000	0,450	0 600	8.0	31 500	39 430	D 39.430	47.350
240	UNDERGROUND UTILITY TRADESMAN	8/22/2017	06/30/2018**	12 650	9.600	AM 3 000	2 000	0.450	0 600		28.300	34 630	D 34 630	40 950
#	LANDSCAPE TRADESMAN I	8/22/2017	06/30/2018**	12.650	9 600	1 AM -	· 2.000	0.450	0 600	8.0	25 300	31 630		
Å G A	LANDSCAPE TRADESMAN II FIRE SPRINKLER FIFTER (PROTECTION	8/22/2017	06/30/2018**	12.650	9 600	AM 3.000	2.000	0 450	0 600	80	28 300	34 630	□ 34 630	
-6984	AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	B/22/2017	12/31/2017**	37 200	B 170	+ AQ 11 330	• •	0.470	0 250	8.0	58 420	77.020	77 020	95 620
# I	ROOFER	8/22/2008	09/30/2008*	¥ 28.680	5 790	3,100	AR -	0 700	0 200	. 80	38,470	52 810	52 810	52.810
с р	SHEET METAL WORKER				•						ł			52.010
₽age^s	ZONE 1 JUNDER 20 MILES)	8/22/2017	12/31/2017	н 45.820	AM 13 580	AT 19 190	F.	1 430	0.420	80	80 440	AU 104,560	Au 104,560	128 670
ത്	FOR SERVICE AND REPAIR	8/22/2017	12/31/2017	H 45 820	AM 13 580	Ar 19.190) F -	1,430	0.420	8.0	80 440	AV 104 560		
9	METAL DECK & SIDING	8/22/2016	06/30/2017	H 35 640	AM 13,980	AT 19 200	i, e 👘 👘	AZ 0 310	•	8.0	69,130	AU 87 950	AU 87.950	106 770
<u>е</u> ",	TERRAZZO FINISHER	8/22/2017	06/30/2018**	BB 35,14D	9.850	5 700	F -	0 800	0 650	80	52 340	AU 67.730	AU 67 730	83 120
PC03A	TERRAZZO WORKER	8/22/2017	06/30/2018**	68 44,110	9 850	15.000	FE -	0 800	1 040	8.0		AU 90.000	AU 90 000	109 200
, <u> </u>	TILE FINISHER	8/22/2017	09/30/2017**	BC 26 480	8 980	4 650	1 000	0.790	1 550	80		56 690		
	RED CIRCLEO FINISHER	8/22/2017	09/30/2017	6C 32 460	8.980	5 100	1 300	0.790	1 560	BO		66,420		82.650
	TILE SETTER	8/22/2017	09/30/2017**	BC 43 300	8 980	8 150	2 500	1.120	2.240	80	64.290	85 940	D 85 940	107 590
	WATER WELL DRILLER	8/22/1998	12/31/1998*	12 700	3.200	0.780	BD 0.630		,	8.0	17.310	ØE 23.660	BE 23,660	BE 23,660
	PUMP INSTALLER	6/22/1998	12/31/1998*	12 700	3 200	0.780	BD 0630	• _	• • •	80	17.310	BE 23 660	BE 23 660	BE 23.660
	HELPER	2/22/2017	03/31/2017*	10 500	3 200	0 780	, BF 0 520		· · ·	. 80	15.000	BE 20250	BE 20 250	BE 20 250
								·			-			

CAO RISK

•

General Decision Number: CA170029 10/13/2017 CA29

Superseded General Decision Number: CA20160029

State: California

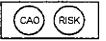
Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication Date
0		01/06/2017
1		01/20/2017
2		01/27/2017
3		02/17/2017
4		02/24/2017
5		03/03/2017
6		03/10/2017
7		03/31/2017
8		04/14/2017
9		04/21/2017
10		05/05/2017
11		05/12/2017
12		05/26/2017
13		06/02/2017
14		06/16/2017
15		06/30/2017·
16		07/07/2017
17		07/14/2017
18		08/04/2017
19		08/11/2017
20		09/08/2017
21		10/13/2017
Agreem	ent #: Ag-	6984 - Page 70 of 181



ASBE0016-004 01/01/2017

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

Rates Fringes

Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not) Area 1......\$ 28.20 8.95 Area 2......\$ 32.98 8.95

ASBE0016-008 08/01/2017

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

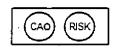
RatesFringesAsbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)
Area 1.....\$ 65.36
Area 2.....\$ 49.46
23.11

BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	\$ 43.28	37.91
Area 2 Agreement # Ag-6984 - Page 7	\$ 39.68 1.01181	35.71



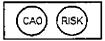
BRCA0003-001 02/01/2017

	Rates	Fringes
MARBLE FINISHER		14.99
BRCA0003-003 02/01/2017		
	Rates	Fringes
MARBLE MASON		26.76
BRCA0003-005 05/01/2017		
	Rates	Fringes
BRICKLAYER (1) Fresno, Kings,		
Madera, Mariposa, Merced (7) San Francisco, San	.\$ 38.45	21.22
(8) Alameda, Contra	.\$ 42.34	25.83
Costa, San Benito, Santa Clara	.\$ 44.16	21.71
(9) Calaveras, San Joaquin, Stanislaus,		
Toulumne		
	Rates	Fringes
TERRAZZO FINISHER		-
TERRAZZO WORKER/SETTER	.\$ 44.11	26.36
BRCA0003-011 04/21/2017		
AREA 1: Alameda, Contra Costa, M Francisco, San Mateo, Santa Clar		
AREA 2: Calaveras, San Joaquin,	Stanislau	us, Tuolumne
AREA 3: Fresno, Kings, Madera, M	ariposa,	Merced
	Rates	Fringes
TILE FINISHER		
Area 1 Area 2		
Area 3		14.53
Tile Layer	¢ 10 00	17 54
Area 1 Area 2		17.54 17.46
Area 3	.\$ 35.31	16.83
CARP0022-001 07/01/2017 Agreement #: Ag-6984 - Page 72		

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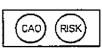
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San Francisco County

	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw	\$ 46.40	28.71
Filer Journeyman Carpenter Millwright	\$ 46.40	28.71 28.71 30.30
CARP0034-001 07/01/2017		
	Rates	Fringes
Diver Assistant Tender, ROV Tender/Technician Diver standby Diver Tender Diver wet Manifold Operator (mixed gas) Manifold Operator (Standby). DEPTH PAY (Surface Diving): 050 to 100 ft \$2.00 per foot 101 to 150 ft \$3.00 per foot 151 to 220 ft \$4.00 per foot SATURATION DIVING: The standby rate shall apply un saturation diving rate applies	<pre>\$ 50.61 \$ 49.82 \$ 95.17 \$ 54.82 \$ 49.82 \$ 49.82 when divers are</pre>	under
<pre>pressure continuously until wor complete. The diver rate shall hours. DIVING IN ENCLOSURES: Where it is necessary for Diver or other enclosures where there following premium shall be paid entrance 26 feet to 300 feet: necessary for a diver to enter enclosure less than 48" in heig \$1.00 per foot. WORK IN COMBINATION OF CLASSIFICA Employees working in any combin within the diving crew (except are paid in the classification that shift.</pre>	be paid for all s to enter pipe is no vertical Distance tra \$1.00 per foot. any pipe, tunne th, the premium TIONS: mation of classi dive supervisor	s or tunnels, ascent, the veled from When it is l or other will be fications) in a shift

CARP0034-003 07/01/2016 Agreement #: Ag-6984 - Page 73 of 181



	Rates	Fringes
Piledriver	•	31.40
CARP0035-007 07/01/2017		
AREA 1: Alameda, Contra Costa, Clara counties	San Francisco	o, San Mateo, Santa
AREA 2: Monterey, San Benito,	Santa Cruz Cou	Inties
AREA 3: Calaveras, Fresno, Kin Joaquin, Stanislaus, Tuolumne	- · ·	ariposa, Merced, San
	Rates	Fringes
Modular Furniture Installer		
Area 1 Installer I Installer II Lead Installer Master Installer Area 2 Installer I Lead Installer Master Installer Area 3 Installer I Lead Installer Master Installer CARP0035-008 08/01/2017 AREA 1: Alameda, Contra Costa, Clara counties	\$ 22.18 \$ 29.06 \$ 33.28 \$ 22.96 \$ 20.01 \$ 25.93 \$ 29.56 \$ 22.01 \$ 19.24 \$ 19.24 \$ 31.13	20.42 20.92 20.92 20.92 20.42 20.42 20.92 20.92 20.92 20.42 20.42 20.42 20.42 20.92 20.13
AREA 2: Monterey, San Benito,	Santa Cruz Cou	Inties
AREA 3: San Joaquin		ς.
AREA 4: Calaveras, Fresno, Kin Stanislaus, Tuolumne Counties	gs, Madera, Ma	ariposa, Merced,
	Rates	Fringes
Drywall Installers/Lathers: Area 1 Area 2 Area 3 Area 4	\$ 40.52 \$ 39.02	29.15 29.15 28.64 29.15

Drywall Stocker/Scrapper

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Area 1....\$ 23.20

Area 2.....\$ 20.26 Area 3.....\$ 19.51 Aregregement #: Ag-6984 - Page 74 og 181.84

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16.88

16.88

16.57

16.88

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CARP0152-001 07/01/2017

Contra Costa County

Contra Costa County		
	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	\$ 46.40	28.71
Hardwood Floorlayer,		
Shingler, Power Saw Operator, Steel Scaffold &		
Steel Shoring Erector, Saw	<i>* *C</i> FF	28.71
Filer Journeyman Carpenter		28.71
Millwright	\$ 46.50	28.71
CARP0152-002 07/01/2017		
San Joaquin County		
	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	¢ AC AD	28.71
Hardwood Floorlayer,	р 40.40	28.71
Shingler, Power Saw		•
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw Filer	\$ 40.67	28.71
Journeyman Carpenter		28.71
Millwright	\$ 43.02	30.30
CARP0152-004 07/01/2017		
Calaveras, Mariposa, Merced, Stan	islaus and Tuol	umne Counties
	Rates	Fringes
Carpenters		
Bridge Builder/Highway	¢ 46 40	28.71
Carpenter	р 40.40	20./1
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw Filer	\$ 39.32	28.71
2		79 74

CARP0217-001 07/01/2017

Journeyman Carpenter.....\$ 39.17

Millwright.....\$ 41.67

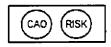
San Mateo County

Rates

Fringes

28.71

30.30



. Bridge Builder/Highway	20 74	
Carpenter\$ 46.40	28.71	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &	-	
Steel Shoring Erector, Saw		
Filer\$ 46.55	28.71	
Journeyman Carpenter\$ 46.40	28.71	
Millwright\$ 46.50	30.30	
		-
CARP0405-001 07/01/2017		
CARF0403-001 07/01/2017		
Santa Clana Countu		•
Santa Clara County		\$
Datas	Fringes	
Rates	Fringes	
Carpenters		
Bridge Builder/Highway		
Carpenter\$ 46.40	28.71	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer\$ 46.55	28.71	
-		
Journeyman Carpenter\$ 46.40	28.71	
Millwright\$ 46.50	30.30	
	• • • • • • • • • • • • • • • • • • • •	
CARP0405-002 07/01/2017		
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San Benito County		
San Benito County		
San Benito County Rates	Fringes	
	Fringes	
	Fringes	
Rates Carpenters	Fringes	
Rates Carpenters Bridge Builder/Highway		
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40	Fringes 28.71	
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer,		
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw		
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &		
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw	28.71	
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 40.58	28.71	
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 40.58 Journeyman Carpenter\$ 40.52	28.71 28.71 28.71 28.71	
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 40.58 Journeyman Carpenter\$ 40.52 Millwright\$ 43.02	28.71 28.71 28.71 30.30	
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 40.58 Journeyman Carpenter\$ 40.52 Millwright\$ 43.02	28.71 28.71 28.71 30.30	
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 40.58 Journeyman Carpenter\$ 40.52 Millwright\$ 43.02	28.71 28.71 28.71 30.30	
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 40.58 Journeyman Carpenter\$ 40.52 Millwright\$ 43.02	28.71 28.71 28.71 30.30	
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 40.58 Journeyman Carpenter\$ 40.52 Millwright\$ 43.02	28.71 28.71 28.71 30.30	
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 40.58 Journeyman Carpenter\$ 40.52 Millwright\$ 43.02	28.71 28.71 28.71 30.30	
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 40.58 Journeyman Carpenter\$ 40.52 Millwright\$ 43.02	28.71 28.71 28.71 30.30	
Rates Carpenters Bridge Builder/Highway Carpenter\$46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$40.58 Journeyman Carpenter\$40.52 Millwright\$43.02 CARP0505-001 07/01/2017 Santa Cruz County	28.71 28.71 28.71 30.30	. ·
Rates Carpenters Bridge Builder/Highway Carpenter\$46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$40.58 Journeyman Carpenter\$40.58 Journeyman Carpenter\$43.02 CARP0505-001 07/01/2017 Santa Cruz County Rates	28.71 28.71 28.71 30.30	
Rates Carpenters Bridge Builder/Highway Carpenter\$46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$40.58 Journeyman Carpenter\$40.58 Journeyman Carpenter\$43.02 CARP0505-001 07/01/2017 Santa Cruz County Rates Carpenters	28.71 28.71 28.71 30.30	
Rates Carpenters Bridge Builder/Highway Carpenter\$46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$40.58 Journeyman Carpenter\$40.58 Journeyman Carpenter\$40.52 Millwright\$43.02 CARP0505-001 07/01/2017 Santa Cruz County Rates Carpenters Bridge Builder/Highway	28.71 28.71 28.71 30.30 Fringes	
Rates Carpenters Bridge Builder/Highway Carpenter\$46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$40.58 Journeyman Carpenter\$40.52 Millwright\$43.02 CARP0505-001 07/01/2017 Santa Cruz County Rates Carpenters Bridge Builder/Highway Carpenter\$46.40	28.71 28.71 28.71 30.30	
Rates Carpenters Bridge Builder/Highway Carpenter\$46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$40.58 Journeyman Carpenter\$40.52 Millwright\$43.02 CARP0505-001 07/01/2017 Santa Cruz County Rates Carpenters Bridge Builder/Highway Carpenter\$46.40 Hardwood Floorlayer,	28.71 28.71 28.71 30.30 Fringes	·
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 40.58 Journeyman Carpenter\$ 40.58 Journeyman Carpenter\$ 40.52 Millwright\$ 43.02 CARP0505-001 07/01/2017 Santa Cruz County Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw	28.71 28.71 28.71 30.30 Fringes	
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 40.58 Journeyman Carpenter\$ 40.52 Millwright\$ 43.02 CARP0505-001 07/01/2017 Santa Cruz County Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &	28.71 28.71 28.71 30.30 Fringes	
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 40.58 Journeyman Carpenter\$ 40.58 Journeyman Carpenter\$ 40.52 Millwright\$ 43.02 CARP0505-001 07/01/2017 Santa Cruz County Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw	28.71 28.71 28.71 30.30 Fringes	
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 40.58 Journeyman Carpenter\$ 40.58 Journeyman Carpenter\$ 40.52 Millwright\$ 43.02 CARP0505-001 07/01/2017 Santa Cruz County Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw	28.71 28.71 28.71 30.30 Fringes	
Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 40.58 Journeyman Carpenter\$ 40.52 Millwright\$ 43.02 CARP0505-001 07/01/2017 Santa Cruz County Rates Carpenters Bridge Builder/Highway Carpenter\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &	28.71 28.71 28.71 30.30 Fringes 28.71	CAO RISK

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Millwright.....\$ 43.02 30.30 CARP0605-001 07/01/2017 Monterey County Rates Fringes Carpenters Bridge Builder/Highway Carpenter....\$ 46.40 28.71 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw 28.71 Filer.....\$ 40.67 Journeyman Carpenter.....\$ 40.52 28.71 Millwright.....\$ 43.02 30.30 CARP0701-001 07/01/2017 Fresno and Madera Counties Rates Fringes Carpenters Bridge Builder/Highway 28.71 Carpenter.....\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer....\$ 39.32 28.71 Journeyman Carpenter.....\$ 39.17 28.71 Millwright.....\$ 41.67 30.30 -----CARP0713-001 07/01/2017 Alameda County Rates Fringes Carpenters Bridge Builder/Highway 28.71 Carpenter....\$ 46.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer....\$ 46.55 28.71 Journeyman Carpenter.....\$ 46.40 28.71 Millwright.....\$ 46.50 30.30 -----CARP1109-001 07/01/2017 Kings County

> Rates Agreement #: Ag-6984 - Page 77 of 181

Fringes



Carpenters	
Bridge Builder/Highway	
Carpenter\$ 46.40	28.71
Hardwood Floorlayer,	
Shingler, Power Saw	
Operator, Steel Scaffold &	
Steel Shoring Erector, Saw	
Filer\$ 39.32	28.71
Journeyman Carpenter\$ 39.17	28.71
Millwright\$ 41.67	30.30

ELEC0006-004 12/01/2016

SAN FRANCISCO COUNTY

Ŧ	Rates	Fringes
Sound & Communications		
Installer\$	35.57	3%+18.05
Technician\$	40.50	3%+18.05

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

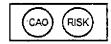
ELEC0006-007 06/01/2017

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	\$ 66.00	3%+43.40
ELEC0100-002 09/01/2017		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRIAGRAGEment #: Ag-6984 - Page 78	o\$187.00	21.91



ELEC0100-005 12/01/2016

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer\$	30.64	3%+17.86
Technician\$	34.89	3%+17.86

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (incloring wire Antereated antereated at



the electrician wage rate, when either of the following two (2) conditions apply: 1. The project involves new or major remodel building trades construction. 2. The conductors for the fire alarm system are installed in conduit. ELEC0234-001 12/25/2016 MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES Rates Fringes ELECTRICIAN Zone A....\$ 44.65 24.44 Zone B.....\$ 49.12 24.57 Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line Zone B: Any area outside of Zone A _____ ELEC0234-003 12/01/2016 MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES Rates Fringes Sound & Communications Installer....\$ 35.07 18.60 Technician.....\$ 37.94 16.30 SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by

terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

_____ Agreement #: Ag-6984 - Page 80 of 181



ELEC0302-001 02/27/2017

CONTRA COSTA COUNTY

	Rates	Fringes	
CABLE SPLICER	\$ 48.51	26.75 26.56	
ELEC0302-003 12/01/2016			
CONTRA COSTA COUNTY			
	Rates	Fringes	

Sound & Communications		•
Installer	\$ 35.07	18.05
Technician	\$ 39.93	18.20

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 05/29/2017

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	\$ 69.60	34.318
ELECTRICIAN	\$ 60.52	34.046

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be grant where the straight time! rate of pay.



ELEC0332-003 12/01/2016

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 35.07	18.602
Technician	\$ 39.93	18.748

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit; shall be performed by the inside electrician.

ELEC0595-001 06/01/2017

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER		3%+34.10 3%+34.10

ELEC0595-002 06/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER ELECTRICIAN	\$ 41.40	3%+28.83
(1) Tunnel work	\$ 38.86	3%+28.83
(2) All other work	\$ 36.00	3%+28.83

ELEC0595-006 12/01/2016

ALAMEDA COUNTY Agreement #: Ag-6984 - Page 82 of 181



Sound & Communi	cations
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Installer\$	35.07	3%+17.86
Technician\$	39.93	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

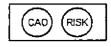
ELEC0595-008 12/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	\$ 30.64	3%+17.86
Technician	\$ 34.89	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed ment according and of be performed by the inside



electrician.

ELEC0617-001 06/01/2017

SAN MATEO COUNTY

	Rates	Fringes	
ELECTRICIAN	·	33.59	

ELEC0617-003 12/01/2016

SAN MATEO COUNTY

F	Rates	Fringes
Sound & Communications Installer\$ Technician\$		18.86 18.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2017

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

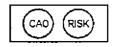
	Rates	Fringes
ELECTRICIAN	.\$ 37.00	3%+20.73
CABLE SPLICER = 110% of Journeym	an Electrician	

ELEC0684-004 12/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Agreement #: Ag-6984 - Page 84 of 1812es

Fringes



Communications System

Installer\$	30.64	3%+17.86
Technician\$	34.89	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2017

Rates Fringes

LINE CONSTRUCTION (1) Lineman; Cable splicer..\$ 55.49 3%+17.65 (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 44.32 3%+17.65 (3) Groundman.....\$ 33.89 3%+17.65 (4) Powderman.....\$ 49.55 3%+17.65

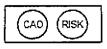
HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC	\$ 63.44	31.585

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate Agreenet to Apply the apple to Pf apployees with more than 5



years of service, and 6% for 6 months to 5 years of service. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008	07/01/2017

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:) AREA 1:		
(1) Leverman(2) Dredge Dozer; Heavy	\$ 44.77	31.25
duty repairman (3) Booster Pump	\$ 39.81	31.25
Operator; Deck Engineer; Deck mate; Dredge Tender; Winch		
Operator (4) Bargeman; Deckhand;	\$ 38.69	31.25
Fireman; Leveehand; Oiler AREA 2:	\$ 35.39	31.25
(1) Leverman	\$ 46.77	31.25
duty repairman (3) Booster Pump Operator; Deck Engineer; Deck mate;	\$ 41.81	31.25
Dredge Tender; Winch Operator	\$ 40.69	31.25
Fireman; Leveehand; Oiler	\$ 37.39	31.25

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

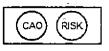
THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

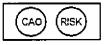
Area 1: Northernmost part Area 2: Remainder

CALAVERAS COUNTY: Area 1: Remainder Area 2: Eastern part

COLUSA COUNTY: Area 1: Eastern part Area 2:A9條細合的後。Ag-6984 - Page 86 of 181



ELDORADO COUNTY: Area 1: North Central part Area 2: Remainder FRESNO COUNTY: Area 1: Remainder Area 2: Eastern part GLENN COUNTY: Area 1: Eastern part Area 2: Remainder LASSEN COUNTY: Area 1: Western part along the Southern portion of border with Shasta County Area 2: Remainder MADERA COUNTY: Area 1: Except Eastern part Area 2: Eastern part MARIPOSA COUNTY Area 1: Except Eastern part Area 2: Eastern part MONTERREY COUNTY Area 1: Except Southwestern part Area 2: Southwestern part NEVADA COUNTY: Area 1: All but the Northern portion along the border of Sierra County Area 2: Remainder PLACER COUNTY: Area 1: Al but the Central portion Area 2: Remainder PLUMAS COUNTY: Area 1: Western portion Area 2: Remainder SHASTA COUNTY: Area 1: All but the Northeastern corner Area 2: Remainder SIERRA COUNTY: Area 1: Western part Area 2: Remainder SISKIYOU COUNTY: Area 1: Central part Area 2: Remainder SONOMA COUNTY: Area 1: All but the Northwestern corner Area 2: Remainder Agreement #: Ag-6984 - Page 87 of 181



TEHAMA COUNTY: Area 1: All but the Western border with Mendocino & Trinity Counties Area 2: Remainder. TRINITY COUNTY: Area 1: East Central part and the Northeastern border with Shasta County . Area 2: Remainder TUOLUMNE COUNTY: Area 1: Except Eastern part Area 2: Eastern part ENGI0003-018 06/26/2017 "AREA 1" WAGE RATES ARE LISTED BELOW "AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES. SEE AREA DEFINITIONS BELOW Fringes Rates OPERATOR: Power Equipment (AREA 1:) -GROUP 1.....\$ 44.67 30.39 GROUP 2.....\$ 43.14 30.39 GROUP 3.....\$ 41.66 30.39 GROUP 4....\$ 40.28 30.39 GROUP 5.....\$ 39.01 30.39 GROUP 6.....\$ 37.69 30.39 GROUP 7....\$ 36.55 30.39 GROUP 8.....\$ 35.41 30.39 GROUP 8-A....\$ 33.20 30.39 OPERATOR: Power Equipment (Cranes and Attachments -AREA 1:) GROUP 1 Cranes.....\$ 46.30 30.39 Oiler....\$ 36.63 30.39 Truck crane oiler.....\$ 39.20 30.39 GROUP 2 Cranes....\$ 43.79 30.39 Oiler....\$ 36.36 30.39 Truck crane oiler.....\$ 38.98 30.39 GROUP 3 Cranes.....\$ 42.05 30.39 Hydraulic.....\$ 38.32 30.39 Oiler....\$ 36.14 30.39 Truck Crane Oiler.....\$ 38.71 30.39 GROUP 4 Cranes.....\$ 39.01 30.39 OPERATOR: Power Equipment (Piledriving - AREA 1:) GRA9/Perment #: Ag-6984 - Page 88 of 181

RISK

Lifting devices\$ 45.89	30.39
Oiler\$ 36.63	30.39
Truck crane oiler\$ 39.20	30.39
GROUP 2	
Lifting devices\$ 44.07	30.39
Oiler\$ 36.36	30.39
Truck Crane Oiler\$ 38.98	30.39
	50.55
GROUP 3	
Lifting devices\$ 42.39	30.39
Oiler\$ 36.14	30.39
Truck Crane Oiler\$ 38.71	30.39
GROUP 4	
Lifting devices\$ 40.62	30.39
GROUP 5	
Lifting devices\$ 39.32	20.20
	30.39
GROUP 6	
Lifting devices\$ 37.98	30.39
OPERATOR: Power Equipment	
(Steel Erection - AREA 1:)	
GROUP 1	
Cranes\$ 46.30	30.39
	30.39
Oiler\$ 36.63	
Truck Crane Oiler\$ 39.20	30.39
GROUP 2	
Cranes\$ 43.79	30.39
Oiler\$ 36.36	30.39
Truck Crane Oiler\$ 38.98	30.39
GROUP 3	
Cranes\$ 42.05	30.39
Hydraulic\$ 38.32	30.39
Oiler\$ 36.14	30.39
Truck Crane Oiler\$ 38.71	30.39
GROUP 4	
Cranes\$ 39.01	30.39
GROUP 5	
Cranes\$ 35.13	30.39
OPERATOR: Power Equipment	
(Tunnel and Underground Work	
- AREA 1:)	
SHAFTS, STOPES, RAISES:	
GROUP 1\$ 40.77	30.39
GROUP 1-A\$ 43.24	30.39
GROUP 2\$ 39.51	30.39
GROUP 3\$ 38.18	30.39
GROUP 4\$ 37.04	30.39
GROUP 5\$ 35.90	30.39
UNDERGROUND:	
	20.20
GROUP 1\$ 40.67	30.39
GROUP 1-A\$ 43.14	30.39
GROUP 2\$ 39.41	30.39
GROUP 3\$ 38.08	30.39
GROUP 4\$ 36.94	30.39
GROUP 5\$ 35.80	30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

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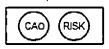
GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Poner finisher (concrete, etc., in



tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (selfpropelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 seriessionsminiteg, 6984 - Samelah of Without attachments); Mini



excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Selfpropelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

Agreement#: Agre284 Page 92 of 181



GROUP 1: Crane over 100 tons; Derrick over 100 tons; Selfpropelled boom-type lifting device over 100 tons GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder GROUP 5: Boom cat TUNNEL AND UNDERGROUND WORK GROUP 1-A: Tunnel bore machine operator, 20' diameter or more GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator GROUP 3: Drill doctor; Mine or shaft hoist GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator AREA DESCRIPTIONS: POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors] AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2 - MODOC COUNTY THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY: Area 1: AWGETTER Hoge 6984 Page 93 of 181



Area 2: Remainder CALAVERAS COUNTY: Area 1: Except Eastern part Area 2: Eastern part COLUSA COUNTY: Area 1: Eastern part Area 2: Remainder DEL NORTE COUNTY: Area 1: Extreme Southwestern corner Area 2: Remainder ELDORADO COUNTY: Area 1: North Central part Area 2: Remainder FRESNO COUNTY Area 1: Except Eastern part Area 2: Eastern part GLENN COUNTY: Area 1: Eastern part Area 2: Remainder HUMBOLDT COUNTY: Area 1: Except Eastern and Southwestern parts Area 2: Remainder LAKE COUNTY: Area 1: Southern part Area 2: Remainder LASSEN COUNTY: Area 1: Western part along the Southern portion of border with Shasta County Area 2: Remainder MADERA COUNTY Area 1: Remainder Area 2: Eastern part MARIPOSA COUNTY Area 1: Remainder Area 2: Eastern part MENDOCINO COUNTY: Area 1: Central and Southeastern parts Area 2: Remainder MONTEREY COUNTY Area 1: Remainder Area 2: Southwestern part NEVADA COUNTY: Area 1: All but the Northern portion along the border of

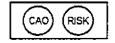
Sierra County Area 2:Astennent# Ag-6984 - Page 94 of 181

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PLACER COUNTY: Area 1: All but the Central portion Area 2: Remainder PLUMAS COUNTY: Area 1: Western portion Area 2: Remainder SHASTA COUNTY: Area 1: All but the Northeastern corner Area 2: Remainder SIERRA COUNTY: Area 1: Western part Area 2: Remainder SISKIYOU COUNTY: Area 1: Central part Area 2: Remainder SONOMA COUNTY: Area 1: All but the Northwestern corner Area 2: Reaminder TEHAMA COUNTY: Area 1: All but the Western border with mendocino & Trinity Counties Area 2: Remainder TRINITY COUNTY: Area 1: East Central part and the Northeaster border with Shasta County Area 2: Remainder TULARE COUNTY; Area 1: Remainder Area 2: Eastern part TUOLUMNE COUNTY: Area 1: Remainder Area 2: Eastern Part ----------ENGI0003-019 07/26/2017 SEE AREA DESCRIPTIONS BELOW Rates Fringes OPERATOR: Power Equipment (LANDSCAPE WORK ONLY) GROUP 1 AREA 1.....\$ 34.05 28.73 AREA 2....\$ 36.05 28.73 GROUP 2 AREA 1.....\$ 30.45 28.73 AREA 2.....\$ 32.45 GROGGE Segment #: Ag-6984 - Page 95 of 181 28.73

.



AREA 1\$	25.84	28.73
AREA 2\$	27.84	28.73

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY: Area 1: Northernmost part Area 2: Remainder

CALAVERAS COUNTY: Area 1: Except Eastern part Area 2: Eastern part

COLUSA COUNTY: Area 1: Eastern part Area 2: Remainder

DEL NORTE COUNTY: Area 1: Extreme Southwestern corner Area 2: Remainder

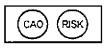
ELDORADO COUNTY: Area 1: North Central part Area 2: Remainder

FRESNO COUNTY Area 1: Except Eastern part Area 2: Eastern part

GLENN COSTEPPENENT #: Ag-6984 - Page 96 of 181



Area 1: Eastern part Area 2: Remainder HUMBOLDT COUNTY: Area 1: Except Eastern and Southwestern parts Area 2: Remainder LAKE COUNTY: Area 1: Southern part Area 2: Remainder LASSEN COUNTY: Area 1: Western part along the Southern portion of border with Shasta County Area 2: Remainder MADERA COUNTY Area 1: Remainder Area 2: Eastern part MARIPOSA COUNTY Area 1: Remainder Area 2: Eastern part MENDOCINO COUNTY: Area 1: Central and Southeastern parts Area 2: Remainder MONTEREY COUNTY Area 1: Remainder Area 2: Southwestern part NEVADA COUNTY: Area 1: All but the Northern portion along the border of Sierra County Area 2: Remainder PLACER COUNTY: Area 1: All but the Central portion Area 2: Remainder PLUMAS COUNTY: Area 1: Western portion Area 2: Remainder SHASTA COUNTY: Area 1: All but the Northeastern corner Area 2: Remainder SIERRA COUNTY: Area 1: Western part Area 2: Remainder SISKIYOU COUNTY: Area 1: Central part Area 2: Remainder SONOMA COUNTY: Area 1: Agrement # Ag 1884 n Bager 1: Agree 1: A



Area 2: Reaminder TEHAMA COUNTY: Area 1: All but the Western border with mendocino & Trinity Counties Area 2: Remainder TRINITY COUNTY: Area 1: East Central part and the Northeaster border with Shasta County Area 2: Remainder TULARE COUNTY; Area 1: Remainder Area 2: Eastern part TUOLUMNE COUNTY: Area 1: Remainder Area 2: Eastern Part _____ IRON0377-002 07/01/2016 Rates Fringes Ironworkers: 20.64 Fence Erector.....\$ 28.33 Ornamental, Reinforcing and Structural.....\$ 34.75 29.20 PREMIUM PAY: \$6.00 additional per hour at the following locations: China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB \$4.00 additional per hour at the following locations: Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center \$2.00 additional per hour at the following locations: Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock **-----**LAB00067-002 06/27/2016 AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "BAGTEEMENTHING, 6284 DORGEBER 96, 82 ALAVERAS, 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

I	Rates	Fringes
Asbestos Removal Laborer Areas A & B\$	20.66	10.02
LABORER (Lead Removal)		
Area A\$	30.00	21.34
Area B\$	29.00	21.34

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00073-002 06/30/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person\$ 27.14	19.03
Traffic Control Person I\$ 27.44	19.03
Traffic Control Person II\$ 24.94.	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

* LABO0073-003 07/01/2017

SAN JOAQUIN COUNTY

Rates Fringes
LABORER
Mason Tender-Brick.....\$ 30.45
19.58
LABO0073-005 06/30/2014

Rates Agreement #: Ag-6984 - Page 99 of 181

Fringes



Tunnel and Shaft Laborers:

GROUP 1\$	34.60	19.49
GROUP 2\$	34.37	19.49
GROUP 3\$	34.12	19.49
GROUP 4\$	33.67	19.49
GROUP 5\$	33.13	19.49
Shotcrete Specialist\$	35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

, GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LAB00073-007 06/26/2017

CALAVERAS COUNTY

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:) Construction Specialist		
Group	\$ 29.49	22.15
GROUP 1		22.15
GROUP 1-a		22.15
GROUP 1-c	\$ 28.84	22.15
GROUP 1-e	\$ 29.34	22.15
GROUP 1-f	\$ 29.37	22.15
GROUP 2	\$ 28.64	22.15
GROUP 3	\$ 28.54	22.15
GROUP 4		22.15
See groups 1-b and 1-d under	laborer classi	ifications.
Laborers: (GUNITE - AREA B:)		
GROUP 1		18.66
GROUP 2		18.66
GROUP 3.	\$ 27.26	18.66
GROUP en en #: Ag-6984 - Page 10	27.14	18.66



Laborers: (WRECKING - AREA B:)	
GROUP 1\$ 27.39	18.66
GROUP 2\$ 27.24	18.66
Landscape Laborer (GARDENERS,	
HORTICULURAL & LANDSCAPE	
LABORERS - AREA B:)	
(1) New Construction\$ 27.14	18.66
(2) Establishment Warranty	
Period\$ 20.83	18.66

FOOTNOTES:

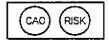
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; 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; Sandbarsterent of Ag-2007, hoge to be had ors; Signalling and



rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

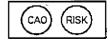
GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; 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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (cleaning work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck^{Aggengent} hipper, Guigea¹⁰, 25 e¹¹ (stake), grout crew;



High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, 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 and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions: A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

* LABO0074-005 05/26/2017

SAN JOAQUER COUNT Ag-6984 - Page 103 of 181



Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:) Construction Specialist	
Group\$ 29.49	22.15
GROUP 1\$ 28.79	22.15
GROUP 1-a\$ 29.01	22.15
GROUP 1-c\$ 28.84	22.15
GROUP 1-e\$ 29.34	22.15
GROUP 1-f\$ 29.37	22.15
	22.15
	22.15
GROUP 4\$ 22.23	22.15
See groups 1-b and 1-d under laborer classification	ons.
Laborers: (GUNITE - AREA B:)	
GROUP 1\$ 28.35	18.66
GROUP 2\$ 27.85	18.66
GROUP 3\$ 27.26	18,66
GROUP 4\$ 27.14	18.66
Laborers: (WRECKING - AREA A:)	
GROUP 1\$ 28.39	18.66
GROUP 2\$ 28.24	18.66
Laborers: (WRECKING - AREA B:)	
GROUP 1\$ 27.39	18.66
GROUP 2\$ 27.24	18.66
Landscape Laborer (GARDENERS,	
HORTICULTURAL & LANDSCAPE	
LABORERS - AREA A:)	
(1) New Construction\$ 28.14	18.66
(2) Establishment Warranty	
Period\$ 21.83	18.66
Landscape Laborer (GARDENERS,	
HORTICULURAL & LANDSCAPE	
LABORERS - AREA B:)	
(1) New Construction\$ 27.14	18.66
(2) Establishment Warranty	
Period\$ 20.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

Agreement #: Ag-6984 - Page 104 of 181



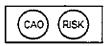
GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; 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; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 performations the set of the for all work



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GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, 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

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GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions: A: at demolition site for the salvage of the material.

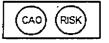
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GUNITE ASSERTATE ASSERTATES 106 of 181



GROUP 1: Structural Nozzleman GROUP 2: Nozzleman, Gunman, Potman, Groundman GROUP 3: Reboundman GROUP 4: Gunite laborer WRECKING WORK LABORER CLASSIFICATIONS GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials) GROUP 2: Semi-skilled wrecker (salvaging of other building materials) * LABO0185-004 06/26/2017 ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES Rates Fringes Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:) Construction Specialist Group.....\$ 29.49 22.15 GROUP 1.....\$ 28.79 22.15 GROUP 1-a....\$ 29.01 22.15 GROUP 1-c....\$ 28.84 22.15 GROUP 1-e....\$ 29.34 22.15 GROUP 1-f.....\$ 29.37 22.15 GROUP 2....\$ 28.64 22.15 GROUP 3....\$ 28.54 22.15 GROUP 4.....\$ 22.23 22.15 See groups 1-b and 1-d under laborer classifications. Laborers: (GUNITE - AREA B:) GROUP 1.....\$ 28.35 18.66 GROUP 2.....\$ 27.85 18.66 GROUP 3.....\$ 27.26 18.66 GROUP 4.....\$ 27.14 18.66 Laborers: (WRECKING - AREA B:) GROUP 1.....\$ 27.39 18.66 GROUP 2.....\$ 27.24 18.66 Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA B:) (1) New Construction.....\$ 27.14 18.66 (2) Establishment Warranty 18.66 Period.....\$ 20.83



FOOTNOTES:

LaborAgreenerktig Stepsor Rapen Or of 18th bos'n chairs, swinging

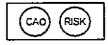
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GROUP 1-f: Wire winding machine in connection with guniting or shot crete

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GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence Agreenent, Support and State and



and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-003 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person\$ 28.14	19.03
Traffic Control Person I\$ 28.44	19.03
Traffic Control Person II\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage. Agreement #: Ag-6984 - Page 110 of 181



TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LAB00261-005 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

		Rates	Fringes
Tunnel and	Shaft Laborers:		
GROUP	1\$	34.60	19.49
GROUP	2\$	34.37	19,49
GROUP	3\$	34.12	19.49
GROUP	4\$	33.67	19.49
GROUP	5\$	33.13	19.49
Shotcr	ete Specialist\$	35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

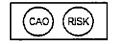
GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LAB00261-009 06/26/2017

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	\$ 30.49	22.15
GROUP 1	\$ 29.79	22.15 22.15
GROUP 1-a. GROGGeement #: Ag-6984 - Page 1	11.9f 181.84	22.15



GROUP 1-e\$ 30.34	22,15
GROUP 1-f\$ 30.37	22.15
GROUP 2\$ 29.64	22.15
GROUP 3\$ 29.54	22.15
GROUP 4\$ 23.23	22.15
•	
See groups 1-b and 1-d under laborer classificat	ions.
Laborers: (GUNITE - AREA A:)	
GROUP 1\$ 29.35	18.66
GROUP 2\$ 28.85	18.66
GROUP 3\$ 28.26	18.66
GROUP 4\$ 28.14	18.66
Laborers: (WRECKING - AREA A:)	
	10 66
GROUP 1\$ 28.39	18.66
GROUP 2\$ 28.24	18.66
Landscape Laborer (GARDENERS,	
HORTICULTURAL & LANDSCAPE	
LABORERS - AREA A:)	
(1) New Construction\$ 28.14	18.66
(2) Establishment Warranty	
Period\$ 21.83	18.66

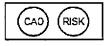
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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint Appendia Agrapping age 12me, 18hcluding repair of



voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; 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; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

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cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, 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 and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions: A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

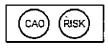
GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials) Agreement #: Ag-6984 - Page 114 of 181



* LABO0261-011 05/01/2017

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SAN FRANCISCO AND SAN MATEO COUNTIES:

Rates	Fringes

MASON TENDER, BRICK.....\$ 33.18 21.49

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00270-003 06/30/2014

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person	
Area A\$ 28.14	19.03
Area B\$ 27.14	19.03
Traffic Control Person I	
Area A\$ 28.44	19.03
Area B\$ 27.44	19.03
Traffic Control Person II	
Area A\$ 25.94	19.03
Area B\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

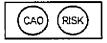
TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00270-004 06/30/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	F	Rates	Fringes
Tunnel and	Shaft Laborers:		
GROUP	1\$	34.60	19.49
GROUP	2\$	34.37	19.49
GROUP	3\$	34.12	19.49
GROUP	4\$	33.67	19.49
- GROUP	5\$	33.13	19.49
Shoter	<pre>rete Specialist\$</pre>	35.12	19.49

TUNNEL ANG START #: AGASSI I PAPEONS of 181



GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LABO0270-005 07/01/2017

MONTEREY AND SAN BENITO COUNTIES

Rates F

Fringes

LABORER Mason Tender-Brick.....\$ 30.45 19.58

* LAB00270-007 06/26/2017

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ, COUNTIES

Ra	ates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:) Construction Specialist		
Group\$	29.49	22.15
GROUP 1\$ 2	28.78	22.15
GROUP 1-a\$ 2	29.01	22.15
GROUP 1-c\$ 2	28.84	22.15
GROUP 1-e\$ 2	29.34	22.15
GROUP 1-f\$ 2	29.37	22.15
GROUP 2\$	28.64	22.15
GROUP 3\$ 2	28.54	22.15
GROUP 4\$ 2	22.23	22.15
See groups 1-b and 1-d under labor Laborers: (GUNITE - AREA B:)	rer classifica	tions.
GROUP 1\$:	28.35	18.66
GROUP 2\$ 2	27.85	18.66
GROUP 3\$		18.66
GROGFE ement #: Ag-6984 - Page 116 gf	29 ¹ .14	18.66



Laborers: (WRECKING - AREA B:)	
GROUP 1\$ 27.39	18.66
GROUP 2\$ 27.24	18.66
Landscape Laborer (GARDENERS,	
HORTICULURAL & LANDSCAPE	
LABORERS - AREA B:)	
(1) New Construction\$ 27.14	18.66
(2) Establishment Warranty	
Period\$ 20.83	18.66

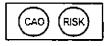
FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; 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; Sandbasement of 9-888, - Rozzieloperators; Signalling and



rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; 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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck^{Agender}, #1996, Guineal theser (stake), grout crew;



High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, 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 and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be

salvaged and stocked to be reused on another job. C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

* LABO0294-001 07/01/2017

FRESNO, ARTHROSEDINE AGABERA - COURT 123 of 181



	Rates	Fringes
LABORER (Brick) Mason Tender-Brick	\$ 30.45	19.58
LA800294-002 06/30/2014		
FRESNO, KINGS, AND MADERA COUNTIE	5	
	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person Traffic Control Person I Traffic Control Person II	\$ 27.44	19.03 19.03 19.03
TRAFFIC CONTROL PERSON I: Layou cushions, construction area and		
TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.		
LAB00294-005 06/30/2014		
FRESNO, KINGS, AND MADERA COUNTIE	S ·	
	Rates	Fringes
Tunnel and Shaft Laborers: GROUP 1 GROUP 2 GROUP 3 GROUP 4 GROUP 5 Shotcrete Specialist TUNNEL AND SHAFT CLASSIFICATIONS	\$ 34.37 \$ 34.12 \$ 33.67 \$ 33.13	19.49 19.49 19.49 19.49 19.49 19.49 19.49
GROUP 1: Diamond driller; Groun	dmen: Gunite an	d shotcpata
nozzlemen	umen, dunice an	u shottrete
GROUP 2: Rodmen; Shaft work & r excavated ground level)	aise (below act	ual or
GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable Tender, Thack Tender, Powderman - primer house		

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GROUP 4: Vibrator operator, pavement breaker; muckers, trackmen; Concrete crew - includes r spreading, Dumpmen (any method)	
GROUP 5: Grout crew; Reboundman; Swamper/ Bra	
* LABO0294-008 06/26/2017	
FRESNO, KINGS, AND MADERA COUNTIES	
Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:) Construction Specialist	
Group\$ 29.49	22.15
GROUP 1\$ 28.79	22.15
GROUP 1-a\$ 29.01	22.15
GROUP 1-c\$ 28.84	22.15
GROUP 1-e\$ 29.34	22.15
GROUP 1-f\$ 29.37	22.15
GROUP 2\$ 28.64	22.15
GROUP 3\$ 28.54	22.15
GROUP 4\$ 22.23	22.15
See groups 1-b and 1-d under laborer classifi	cations.
Laborers: (GUNITE - AREA B:)	
GROUP 1\$ 28.35	18.66
GROUP 2\$ 27.85	18.66
GROUP 3\$ 27.26	18.66
GROUP 4\$ 27.14	18.66
Laborers: (WRECKING - AREA B:)	
GROUP 1\$ 27.39	18.66
GROUP 2\$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA B:)	
<pre>(1) New Construction\$ 27.14 (2) Establishment Warranty</pre>	18.66
Period\$ 20.83	18.66

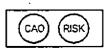
FOOTNOTES:

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); biases; biases; biases; Multiple unit drill;



Hydraulic drill

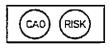
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GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

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GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; 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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, 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

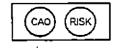
GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions: A: at demolition site for the salvage of the material. B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for for the jobsite or



temporary jobsite yard. The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection". _____ GUNITE LABORER CLASSIFICATIONS GROUP 1: Structural Nozzleman GROUP 2: Nozzleman, Gunman, Potman, Groundman GROUP 3: Reboundman GROUP 4: Gunite laborer _____ WRECKING WORK LABORER CLASSIFICATIONS GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials) GROUP 2: Semi-skilled wrecker (salvaging of other building materials) _____ LAB00304-002 06/30/2014 ALAMEDA COUNTY Rates Fringes LABORER (TRAFFIC CONTROL/LANE CLOSURE) Escort Driver, Flag Person..\$ 28.14 19.03 Traffic Control Person I....\$ 28.44 19.03 Traffic Control Person II...\$ 25.94 19.03 TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage. TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions. LAB00304-003 06/30/2014 ALAMEDA COUNTY Rates Fringes Tunnel and Shaft Laborers: GROUP 1.....\$ 34.60 19.49 19.49 GROUP 2.. .\$ 34.37 GRAGFeement #: Ag-6984 - Page 124 gf 381 12 19.49



GROUP 4\$	33.67	19.49
GROUP 5\$	33.13	19.49
Shotcrete Specialist\$	35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LABO0304-004 06/26/2017

ALAMEDA COUNTY

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group	\$ 30.49	22.15
GROUP 1	\$ 29.79	22.15
GROUP 1-a	\$ 30.01	22.15
GROUP 1-c	\$ 29.84	22.15
GROUP 1-e	\$ 30.34	22.15
GROUP 1-f	\$ 30.37	22.15
GROUP 1-g (Contra Costa		
County)	\$ 28.59	18.66
GROUP 2		22.15
GROUP 3	\$ 29.54	22.15
GROUP 4		22.15
See groups 1-b and 1-d under la	borer classific	ations.
Laborers: (GUNITE - AREA A:)		
GROUP 1	\$ 29.35	18.66
GROUP 2	\$ 28.85	18.66
GROUP 3		18.66
GROUP 4		18.66
Laborers: (WRECKING - AREA A:)		
GROOF ement # Ag-6984 - Page 125	\$f 281 39	18.66



GROUP 2\$	28.24	18.66
Landscape Laborer (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
<pre>(1) New Construction\$</pre>	28.14	18.66
(2) Establishment Warranty		
Period\$	21.83	18.66

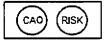
FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; 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; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrasereenent #19971841 Page Dinection with laborers' work;



Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; 'Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of . type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

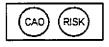
GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, 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

Agreement #: Ag-6984 - Page 127 of 181



GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

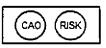
GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

* LAB00304-005 05/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender	\$ 33.18	21.49

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional. Agreement #: Ag-6984 - Page 128 of 181



LAB00324-002 06/30/2014

CONTRA COSTA COUNTY

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person\$ 28.14	19.03
Traffic Control Person I\$ 28.44	19.03
Traffic Control Person II\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-006 06/30/2014

CONTRA COSTA COUNTY

		Rates	Fringes
Tunnel and	Shaft Laborers:		
GROUP	1	\$ 34.60	19.49
GROUP	2	\$ 34.37	19.49
GROUP	3	\$ 34.12	19.49
GROUP	4	\$ 33.67	19.49
GROUP	5	\$ 33.13	19.49
Shoter	ete Specialist	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house



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* LAB00324-012 06/26/2017

CONTRA COSTA COUNTY

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:) Construction Specialist		
Group	\$ 30.49	22.15
GROUP 1	\$ 29.79	22.15
GROUP 1-a	\$ 30.01	22.15
GROUP 1-c	\$ 29.84	22.15
. GROUP 1-e	\$ 30.34	22.15
GROUP 1-f	\$ 30.37	22.15
GROUP 1-g	\$ 29.99	22.15
GROUP 2		22.15
GROUP 3	-	22.15
GROUP 4		22.15
See groups 1-b and 1-d under	laborer classi	lfications.
Laborers: (GUNITE - AREA B:)		
GROUP 1	•	18.66
GROUP 2		18.66
GROUP 3	•	18.66
GROUP 4	\$ 27.14	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1		18.66
GROUP 2	\$ 27.24	18.66
Landscape Laborer (GARDENERS,	· · · ·	
HORTICULURAL & LANDSCAPE		
LABORERS - AREA B:)		
New Construction		18.66
(2) Establishment Warranty		
Period	\$ 20.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and simple type time s, age 130 mbble; Caulker, bander,



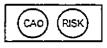
pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; 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; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered merein. Agring a page 13h 5 hall not be construed to



apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; 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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, 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 and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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

The material cleaner classification should not be used in the performance Agr6984 mage 132 of 181 cleaning and oiling



and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; 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

* LAB00324-014 05/01/2017

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	\$ 33.18	21.49

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

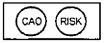
LAB01130-002 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE	
CLOSURE)	
Escort Driver, Flag Person\$ 27.14	19.03
Traffic Control Person I\$ 27.44	19.03
Traffic Control Person II\$ 24.94	19.03

TRAFPAgeeonanton Attackson Pagea 13320 181 traffic control, crash



cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LAB01130-005 07/01/2017

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 30.45 19.58

* LAB01130-007 06/26/2017 Agreement #: Ag-6984 - Page 134 of 181



MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE, COUNTIES

Rates	Fringes
Laborers: (CONSTRUCTION CRAFT	
LABORERS - AREA B:)	
Construction Specialist	
Group\$ 29.49	22.15
GROUP 1\$ 28.79	22.15
GROUP 1-a\$ 29.01	22.15
GROUP 1-c\$ 28.84	22.15
GROUP 1-e\$ 29.34	22.15
GROUP 1-f\$ 29.37	22.15
GROUP 2\$ 28.64	22.15
GROUP 3\$ 28.54	22.15
GROUP 4\$ 22.23	22.15
See groups 1-b and 1-d under laborer cla	ssifications.
Laborers: (GUNITE - AREA B:)	
GROUP 1\$ 28.35	18.66
GROUP 2\$ 27.85	18.66
GROUP 3\$ 27.26	18.66
GROUP 4\$ 27.14	18.66
Laborers: (WRECKING - AREA B:)	
GROUP 1\$ 27.39	18.66
GROUP 2\$ 27.24	18.66
Landscape Laborer (GARDENERS,	
HORTICULURAL & LANDSCAPE	
LABORERS - AREA B:)	
(1) New Construction\$ 27.14	, 18.66
(2) Establishment Warranty	
Period\$ 20.83	18.66

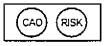
FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pagerer addite; States, 100 bader and bucker; Form



raiser, slip forms: Green cutter: Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids: Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; 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; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

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GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and the footings. (A deep footing



is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; 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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, 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 and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

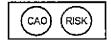
GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition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

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS Agreement #: Ag-6984 - Page 137 of 181



GROUP 1: Structural Nozzleman GROUP 2: Nozzleman, Gunman, Potman, Groundman GROUP 3: Reboundman GROUP 4: Gunite laborer _____ WRECKING WORK LABORER CLASSIFICATIONS GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials) GROUP 2: Semi-skilled wrecker (salvaging of other building materials) * LAB01414-004 07/01/2017 SAN FRANCISCO AND SAN MATEO COUNTIES: Fringes Rates PLASTER TENDER.....\$ 34.70 23.11 Work on a swing stage scaffold: \$1.00 per hour additional. * LAB01414-007 07/01/2017 CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE Rates Fringes Plasterer tender.....\$ 31.02 20.80 Work on a swing stage scaffold: \$1.00 per hour additional. * LAB01414-008 07/01/2017 ALAMEDA AND CONTRA COSTA COUNTIES: Rates Fringes Plasterer tender.....\$ 34.70 23.11 Work on a swing stage scaffold: \$1.00 per hour additional. LAB01414-010 08/03/2016 SANTA CLARA AND SANTA CRUZ COUNTIES Fringes Rates PLASTER TENDER 4 Agreement # Agria 84 - Page 138 of 381 15 19.28



5 Stories and above.....\$ 34.15

19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

* LAB01414-011 07/01/2017

MONTEREY AND SAN BENITO COUNTIES

Fringes Rates Plasterer tender.....\$ 34.70 21.22 Work on a swing stage scaffold: \$1.00 per hour additional. PAIN0016-001 01/01/2017 ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES Rates Fringes Painters:....\$ 38.87 22.83 PREMIUMS: EXOTIC MATERIALS - \$0.75 additional per hour. SPRAY WORK: - \$0.50 additional per hour. INDUSTRIAL PAINTING - \$0.25 additional per hour [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures] HIGH WORK:

over 50 feet - \$2.00 per hour additional 100 to 180 feet - \$4.00 per hour additional Over 180 feet - \$6.00 per houir additional

PAIN0016-003 01/01/2017

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

Rates Fringes
Drywall Finisher/Taper
AREA 1.....\$ 44.16 25.64
AREA 2.....\$ 40.03 24.29

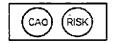
PAIN0016-012 01/01/2017

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES Agreement #: Ag-6984 - Page 139 of 181



	Rates	Fringes
SOFT FLOOR LAYER		24.64
PAIN0016-015 01/01/2017		
CALAVERAS, MARIPOSA, MERCED, SAN COUNTIES	N JOAQUIN,	STANISLAUS & TUOLUMNE
	Rates	Fringes
PAINTER Brush	\$ 32.16	18.26
FOOTNOTES: SPRAY/SANDBLAST: \$0.50 additiona EXOTIC MATERIALS: \$1.00 addition HIGH TIME: Over 50 ft above g additional per hour. 100 to 1 level \$4.00 additional per hou or water level \$6.00 additiona	nal per hou ground or w 180 ft abov ur. Over :	ur. water level \$2.00 ve ground or water 180 ft above ground
PAIN0016-022 01/01/2017		
SAN FRANCISCO COUNTY		
	Rates	Fringes
PAINTER	\$ 42.49	22.83
PAIN0169-001 01/01/2017		
FRESNO, KINGS, MADERA, MARIPOSA	AND MERCE	COUNTIES:
	Rates	Fringes
GLAZIER	•	24.03
PAIN0169-005 01/01/2017		
		D, SAN FRANCISCO, SAN
		D, SAN FRANCISCO, SAN Fringes
ALAMEDA CONTRA COSTA, MONTEREY, MATEO, SANTA CLARA & SANTA CRUZ GLAZIER PAIN0294-004 07/01/2017	COUNTIES Rates \$ 45.13	Fringes
MATEO, SANTA CLARA & SANTA CRUZ	COUNTIES Rates \$ 45.13	Fringes
MATEO, SANTA CLARA & SANTA CRUŻ GLAZIER PAIN0294-004 07/01/2017	COUNTIES Rates \$ 45.13	Fringes

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FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2017

FRESNO, KINGS & MADERA

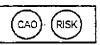
FRESHO, KINGS & MADERA		
	Rates	Fringes
SOFT FLOOR LAYER	\$ 31.49	19.23
PAIN0767-001 01/01/2017		
CALAVERA5, SAN JOAQUIN, STANISLAU	S AND TUOLUMNE (COUNTIES:
	Rates	Fringes
GLAZIER	\$ 34.57	25.96
PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, Veteran's Day, Thanksgiving Day	Independence Day	y, Labor Day,
Employee rquired to wear a body per hour above the basic hourly		
PAIN1176-001 01/01/2017		
HIGHWAY IMPROVEMENT		
	Rates	Fringes
Parking Lot Striping/Highway Marking: GROUP 1 GROUP 2 GROUP 3	\$ 29.25	16.31 16.31 16.31
CLASSIFICATIONS		
GROUP 1: Striper: Layout and ap stripes and marking; hot thermo stripes and markings		

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-003 01/01/2017 Agreement #: Ag-6984 - Page 141 of 181



CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

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	Rates	Fringes
SOFT FLOOR LAYER\$	33.93	20.39
PLAS0066-002 07/01/2017		
ALAMEDA, CONTRA COSTA, SAN MATEO A	ND SAN FRANCIS	CO COUNTIES:
	Rates	Fringes
PLASTERER\$		
PLAS0300-001 07/01/2014		
,	Rates	Fringes
PLASTERER AREA 188: Fresno\$ AREA 224: San Benito,	29.44	22.26
Santa Clara, Santa Cruz\$ AREA 295: Calaveras & San	31.59	22.26
Joaquin Couonties\$ AREA 337: Monterey County\$ AREA 429: Mariposa, Merced, Stanislaus,		22.26 22.26
Tuolumne Counties\$	31.41	22.26
PLAS0300-005 07/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER\$	39.20	19.71
PLUM0038-001 07/01/2017		· · · · · · · · · · · · · · · · · · ·
SAN FRANCISCO COUNTY		
	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)\$		43,24
PLUM0038-005 07/01/2017		
SAN FRANCISCO COUNTY		
	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)\$	59.50	38.24
PLUM0062-001 01/01/2017		
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	Rates	Fringes
PLUMBER & STEAMFITTER		29.59
PLUM0159-001 07/01/2017		
CONTRA COSTA COUNTY		
	Rates	Fringes
Plumber and steamfitter (1) Refrigeration (2) All other work PLUM0246-001 01/01/2017		35.94 34.44
FRESNO, KINGS & MADERA COUNTIES		
TRESNO, KINGS & FREEKA COUNTIES	Rates	Fringes
PLUMBER & STEAMFITTER		29.39
PLUM0246-004 01/01/2017	., 20.40	29.39
FRESNO, MERCED & SAN JOAQUIN COUNIES		
FRESNO, MERCED & SAN JOAQUIN COU		
	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	.\$ 13.00	10.74
PIPE TRADESMAN SCOPE OF WORK: Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman		



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ALAMEDA & CONTRA COSTA COUNTIES

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	Rates	Fringes
PIPEFITTER CONTRA COSTA COUNTY PLUMBER, PIPEFITTER, STEAMFITTER	.\$ 58.10	42.45
ALAMEDA COUNTY	.\$ 58.10	42.45
PLUM0355-004 07/01/2015		· · · · · · · · · · · · · · · · · · ·
ALAMEDA, CALAVERAS, CONTRA COSTA MARIPOSA, MERCED, MONTEREY, SAN SANTA CLARA, SANTA CRUZ, STANISL	BENITO, SAN JOAG	QUIN, SAN MATEO,
	Rates	Fringes
Underground Utility Worker /Landscape Fitter	.\$ 28.60	10.05
PLUM0393-001 07/01/2017		
SAN BENITO AND SANTA CLARA COUNT	IES	
	Rates	Fringes
PLUMBER/PIPEFITTER		39.58
PLUM0442-001 01/01/2017		
CALAVERAS, MARIPOSA, MERCED, SAN COUNTIES	I JOAQUIN, STANIS	SLAUS & TUOLUMNE
	Rates	Fringes
PLUMBER & STEAMFITTER	.\$ 40.00	28.39
PLUM0467-001 07/01/2017		
SAN MATEO COUNTY		-
	Rates	Fringes
Plumber/Pipefitter/Steamfitter	.\$ 62.70	34.21
ROOF0027-002 01/01/2017		
FRESNO, KINGS, AND MADERA COUNTI	IES	
	Rates	Fringes
R00FER	.\$ 26.01	14.21
FOOTNOTE: Work with pitch, pit	ch base of pitcl	h impregnated

products or any material containing coal tar pitch, on any buildingement Aren 984 here both as halt and pitchers are



used in the application of a built-up roof or tear off: \$2.00 per hour additional. ROOF0040-002 08/01/2017 SAN FRANCISCO & SAN MATEO COUNTIES: Rates Fringes ROOFER.....\$ 37.88 18.22 ROOF0081-001 08/01/2017 ALAMEDA AND CONTRA COSTA COUNTIES: Rates Fringes Roofer.....\$ 38.20 16.81 ROOF0081-004 08/01/2017 CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES: . Rates Fringes ROOFER.....\$ 38.20 16.81 _____ ROOF0095-002 08/01/2017 MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES: Rates Fringes ROOFER Journeyman.....\$ 41.56 17.47 Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker....\$ 42.36 16.42 SFCA0483-001 01/01/2017 ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES: Rates Fringes SPRINKLER FITTER (FIRE).....\$ 58.72 28.07 SFCA0669-011 04/01/2017 CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

Agreement #: Ag-6984 - Page 145 of 181



	Rates	Fringes
SPRINKLER FITTER	-	15.84
SHEE0104-001 07/03/2017		
AREA 1: ALAMEDA, CONTRA COSTA, CLARA	SAN FRANCISCO), SAN MATEO, SANTA
AREA 2: MONTEREY & SAN BENITO		
AREA 3: SANTA CRUZ		
	Rates	Fringes
SHEET METAL WORKER AREA 1: Mechanical Contracts		
under \$200,000 All Other Work AREA 2 AREA 3	\$ 57.09 \$ 45.82 \$ 48.13	35.93 37.74 31.99 29.61
SHEE0104-003 07/01/2017		
CALAVERAS AND SAN JOAQUIN COUNT	TIES:	
	Rates	Fringes
SHEET METAL WORKER	\$ 39.74	31.50
SHEE0104-005 07/01/2017		
MARIPOSA, MERCED, STANISLAUS AN	ND TUOLUMNE CO	DUNTIES:
	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	\$ 37.67	34.10
SHEE0104-007 07/01/2017		
FRESNO, KINGS, AND MADERA COUNT	TIES:	
	Rates	Fringes
SHEET METAL WORKER		34.45
SHEE0104-015 07/01/2016		
ALAMEDA, CONTRA COSTA, MONTEREN MATEO, SANTA CLARA AND SANTA CR		SAN FRANCISCO, SAN
	Rates	Fringes

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SHEET MERAEMERKER SCHEREL Page 146 of 181

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Decking and Siding only).....\$ 35.64 31.49

SHEE0104-018 07/01/2016

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	.\$ 35.64	31.49
TEAM0094-001 07/01/2017		
	Rates	Fringes

Truck drivers:

GROUP	1\$	30.72	27.47
GROUP	2\$	31.02	27.47
GROUP	3\$	31.32	27.47
GROUP	4\$	31.67	27.47
GROUP	5\$	32.02	27.47

FOOTNOTES:

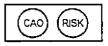
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUPAGE COMPANY # Act 8984 8 Page 147 of 18 Lluding 24 yds.; Transit



mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).



Agreement #: Ag-6984 - Page 148 of 181

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

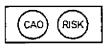
Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014 MOT AND State Page 14 The 18 a weighted union



average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

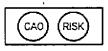
Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If Ameeneriston 6984 headen 5994 headen 5994 headen is not favorable, an



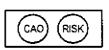
interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

> Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION





October 20, 2017

Ms. Elvie Camacho City of Monterey 353 Camino El Estero Monterey, CA 93940 831.646.3783 (c) Via email: camacho@monterey.org

Subject: Pre-Renovation Asbestos and Lead Inspection at the General Stillwell Community Center Lobby Located at 4260 Gigling Road in Seaside, California M³ Project No. 17655.0 - Task 1

Dear Ms. Camacho:

Attached are the laboratory analytical results for the bulk suspect asbestos-containing material (ACM) and lead containing paint (LCP) samples that Ms. Sarah Babcock of M³ Environmental Consulting, LLC collected on October 10, 2017 from the General Stillwell Community Center lobby located at 4260 Gigling Road in Seaside, California. It is to M³'s understanding that sampling was requested prior to putting in a new door and glazing. Onsite direction was provided to M³ by you. The building was occupied at the time of the inspection.

Sampling

The inspection was conducted by Ms. Sarah Babcock, California Certified Site Surveillance Technician (CSST) No. 17-5870, California Department of Public Health (CDPH) Certified Lead in Construction Sampling Technician No. 29488, and Environmental Technician, under the direction of Mr. Chris Gatward, California Certified Asbestos Consultant (CAC) No. 92-0216, and Principal of M³.

<u>Asbestos</u>

A total of 12 ACM bulk samples were collected and analyzed by Polarized Light Microscopy (PLM) using the Environmental Protection Agency (EPA) Method (EPA/600/R-93/116, July 1993) "Method for the Determination of Asbestos in Bulk Bullding Materials". The laboratory results of the materials sampled during field investigation are presented as estimated percentages of asbestos by types (e.g. amosite, chrysotile, crocidolite), as well as types of non-fibrous fibrous materials and non-detect (ND).

Lead

A total of three paint chips or bulk samples were collected and analyzed for lead. The samples were prepared in the laboratory in accordance with EPA Method 600/R-93/200 and analyzed in accordance with EPA Method-SW 846-7420 FAA. Results are presented in percent lead by weight (wt%) for paint, parts per million (ppm) for bulk, and below the reporting limit (BRL) if non-lead containing.

The samples were analyzed by EMC Labs, Inc. in Phoenix, Arizona.

<u>Results</u>

Asbestos

Results for the suspect ACM bulk samples are as follows:

Material No.	Material Description	Sample Location	Asbestos Content
1	Wallboard/Joint Compound (WB/JC) with knockdown texture	Lobby	ND
2	Knockdown texture	Labby	ND

Agreement #: Ag-6984 - Page 152 of 181 9821 Blue Larkspur Lane, Suite 100, Monterey, CA 93940



Material No.	Material Description	Sample Location	Asbestos Content ND	
3	4-inch vinyl base board (VBB) with grey and orange mastic	Lobby		
4	Tan mastic associated with burgundy carpet	Lobby	3%	
5	Mortar framework	Exterior	ND	
6	Brick framework	Exterior	ND	
7	Plaster infill above door	Exterior	ND	

<u>Lead</u>

Results for the suspect LCP samples are as follows:

Sample No.	Color	Substrate	Component	Lead Content
1L	Off white	WB/JC	Wall	BRL
2L.	Black	Metal	Door	BRL
3L	Black	Mortar	Frame	BRL

Laboratory results and the Chain of Custody are presented in the attached appendix.

Conclusions/Recommendations

- There are materials that have been determined to contain asbestos. If impacted by this project
 these materials must be removed and disposed of using proper engineering controls and worker
 protection.
- There were no materials that have been determined to contain lead.
- If any other suspect asbestos or lead not identified in this report is found during any renovation or demolition, work should cease and additional sampling and analysis should be performed.
- Contractors and others responsible for any renovation or demolition activities on the property should be notified as to the presence of the asbestos and lead so that compliance with regulatory requirements may be met in any planning and bidding phases.

Thank you for the opportunity to perform these services for you. Please call M³ at 831.649.4623 with any questions.

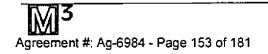
Sincerely, M³ Environmental Consulting LLC

Sarah Babcock Environmental Consultant CSST No. 17-5870

later

Chris G. Gatward Principal California CAC No. 92-0216

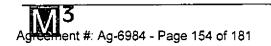
Appendix A – Asbestos Laboratory Results and Chain of Custody Appendix B - Lead Laboratory Results and Chain of Custody

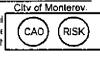




Appendix A

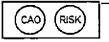
Asbestos Laboratory Results and Chain of Custody





		EMC L					ry Repor
		9830 S. 51st Street, Suit Phone: 800-362-3373 or 48				019	2826
	<u>Bu</u>	ik Asbestos Analysis b	<u>y Polariz</u>	ed Light Mi	croscopy		
		NVLAP	#101926-0				
Client:	M3 ENVIRO	NMENTAL CONS.	Job#	/ P.O. #:	17655.0 T1		
Address:	9821 BLUE I	LARKSPUR LN. STE 100	Date	Received:	10/11/2017		
	MONTEREY	CA 93940	Date	Analyzed:	10/12/2017		
Collected:	10/10/2017		Date	Reported:	10/12/2017		
Project Name	e: COM-ARMY	COMMUNITY SVCS	EPAI	Method:	EPA 600/R-93/1	16	
Address:	LOBBY, MO	NTEREY-LTD ACM Pb		itted By: cted By:	SARAH BABCC	CK	
Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos T (%)		Asbestos stituents	
0192 8 26-001	LOBBY	Wallboard/ Joint Compound Composite, Off White/ Brown/	No	None Detected	Colluloso F	iber	11%
1A		White Note: COMPOSITE ANALYSIS REQUESTED			Gypsum Carbonate: Periste Quartz Binder/Fille		89%
0192826-002	LOBBY	Wallboard/ Joint Compound	No	None Detected	Cellulose F	iber	11%
1B		Composite, Off White/ Brown/ White Note: COMPOSITE ANALYSIS REQUESTED			Gypsum Carbonate: Perilte Quartz Binder/Fille		89%
0192826-003	LOBBY	Texture, White/ Off White	No	None Detected			
2A					Carbonate: Porlite Quartz Binder/Fills		100%
0192826-004	LOBBY	Texture, White/ Off White	No	None Detected	Cellulose F		1%
28					Carbonate: Perlite Quartz Binder/Fille		99%
0192826-005	LOBBY	Texture, White/ Off White	No	None Detected	Cellulose f	lber	<1%
2C					Carbonate Pertite Quartz	5	
					Binder/Fille)r	99%

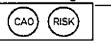
Page 1 of 3



-		EMC L 9830 S. 51st Street, Sui Phone: 800-362-3373 or 48	te B109, Ph	oenix, AZ 85			ratory Repor 192826
	B.	ilk Asbestos Analysis b		· ·			
			P#101926-0	Leu Light i	<u>ncroscop</u>	<u>y</u>	
Client:		NMENTAL CONS.		/ P.O. #:	17655.0	Τ1	
Address:		LARKSPUR LN, STE 100		Received:	10/11/20		
	MONTEREY			Analyzed:	10/12/20		
Collected:	10/10/2017	UR 30040		Reported:	10/12/20		
	COM-ARMY COMMUNITY SVCS			Method:		/R-93/116	
Address:		NTEREY-LTD ACM Pb	Subr	nitted By: cted By:	SARAH	BABCOCK	
Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbesto: Detected	s Asbestos 1 (%)	Туре	Non-Asbest Constituent	
0192826-006 3A	Lobby .	LAYER 1 Baseboard, Brown	No	None Detected	ā	arbonates uartz Indor/Filler	100%
		LAYER 2 Mastic, White/ Yellow Note: Difficult to separate adjacent layer	No	Nono Dotected	C	ellulose Fiber arbonates luartz Inder/Filler	1% 99%
0192826-007 4A	LÖBÐY	Mastic, Yellow/ Black Note: Difficult to separate adjacent layer	Yes	Chrysotile	a c	ellulose Fiber luartz arbonates inder/Filler	2% 95%
0192826-008 5A	EXTERIOR	Mortar, Beige/ Gray	No	None Detected	0 0	luartz lypsum larbonates inder/Filler	100%
0192826-009 6A	EXTERIOR	Brick, Beige/ Tan	No	None Datoctod	0	iypsum Juartz arbonates Inder/Filier	100%
0192826-010 7A	EXTERIOR	Plastor, White / Tan	No	None Delected		ellulose Fiber Sypsum Juartz Sarbonates Sica Sica	<1%

Page 2 of 3

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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 0192826

Bulk Asbestos Analysis by Polarized Light Microscopy

	NVLAP#101926-0				
Client:	M3 ENVIRONMENTAL CONS.	Job# / P.O. #:	17655.0 T1		
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	10/11/2017		
	MONTEREY CA 93940	Date Analyzed:	10/12/2017		
Collected:	10/10/2017	Date Reported:	10/12/2017		
Project Name:	COM-ARMY COMMUNITY SVCS	EPA Method:	EPA 600/R-93/116		
Address:	LOBBY, MONTEREY-LTD ACM Pb	Submitted By:	SARAH BABCOCK		
		Collected By:			

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbesto Detecte	os Asbestos Type d (%)	Non-Asbest Constituent	
0192826-011	EXTERIOR	Plaster, White / Tan	No	None Detected	Cellulose Fiber	<1%
78					Gypsum Quartz Carbonates Mica Binder/Filler	99%
	EXTERIOR .	Plaster, White / Tan	No	None Detected	Collulase Fiber	1%
7C					Gypsum Quartz Carbonates Mica Binder/Filler	99%

Analyst - Johann Hofer

Signatory - Lab Director - Kurt Kettler

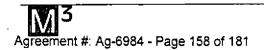
Depending symptified, apply separative types of samples as an advanced as a separative and the interview of the vehicle and and the separative for each decomptible types. All analyses an derived from calibrated vesse estimates and measured in a manufacture and measured and to be sampled(s) seated. The team reports taken and for the determinant and the addressed durating and the sample with a sample with a sample with a sample and the addressed durating and the addressed durating and the sample and the sample and the sample and the addressed durating and the addressed durating and the sample and the addressed durating and the addressed and the addressed

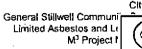
Page 3 of 3

CAO

Appendix B

Lead Laboratory Results and Chain of Custody









9630 South 51" Street, Suite B-109 / PHOENIX, ARIZONA, 65044 / 480-940-5294 or 800-362-3073 / FAX 480-893-1726 emclab@emclabs.com

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

EMC LAB	#:	L66577		DATE RECEIVE	:D:	10/11/17
CLIENT:		M3 Environmental Consulting		REPORT DATE		10/12/17
	DATE OF A		DATE OF ANAL	YSIS:	10/12/17	
CLIENT A	DDRESS:	9821 Blue Larksp Monterey, CA 93	our Lane, Suite 100 3940	P.O. NO.:		
PROJECT	NAME:	City of Monterey Monterey - Ltd A	Army Community Services, Lobby, PROJECT NG CM Pb		D.: 17655.0 T1	
EMC # L66577-	SAMPLE DATE /17	CLIENT SAMPLE #	DESCRIPTION		REPORTING LIMIT (%Pb by weight)	%Pb BY WEIGHT
1	10/10	IL	Off White / WB/JC / Wall / Interior		0.012	BRL
2	10/10	2L	Black / Metal / Door / Exterior		0.370	BRL#
3	10/10		Black / Mortar / Frame / Exterior		0.136	BRL#

A = Dilution Factor Changed * = Excessive Substrate May Blas Sample Results BRL = Below Reportable Limits # = Very Smell Amount Of Sample Substrated, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indiculive or representative of the qualities of the tot from which the samples was taken or of apparently identical or similar products, nor do they represent on ongoing quality assurance program unless so noted. Unless eitherwise 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 taboratory analysis, such analysis may be biased. The lead content of such asample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the eccuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such altuations to verify original toboratory maults.

These reports are for the exclusive use of the eddressed client and are randored upon the condition that they will not be reproduced wholly or in part for edvertising or other purposes over our signature or in connection with our name without spucial written permission. Samples not destroyed in testing are retained a maximum of sixty (80) days.

ANALYST: Jason Thompson

QA COORDINATOR:

Kurt Kettler

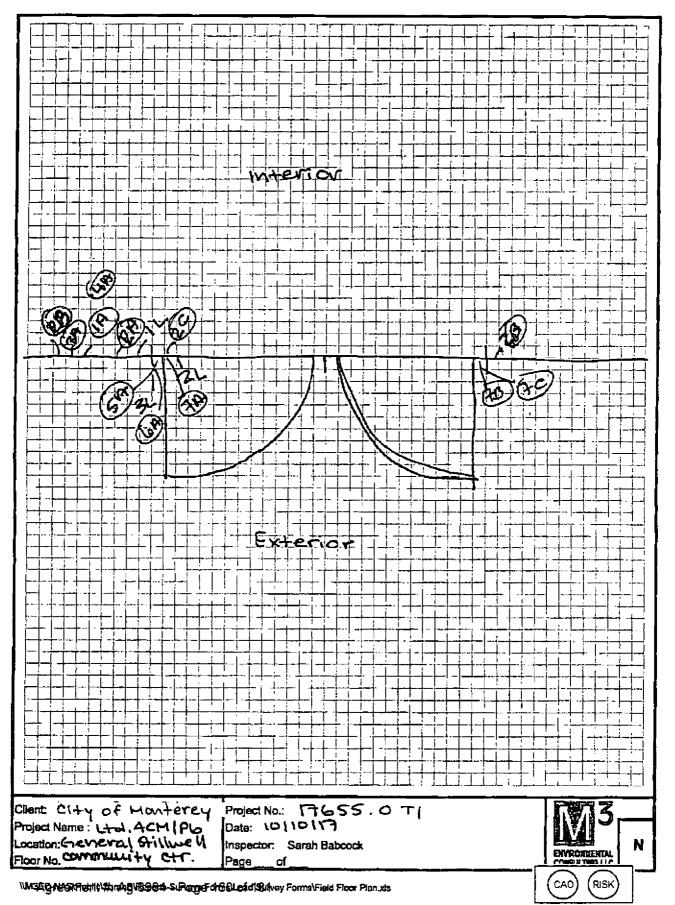
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Rov. 11/30/08

Agreement #: Ag-6984 - Page 159 of 181

SAMPLE LOCATION PLAN



Page	0	f

CHAIN OF CUSTODY

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

LAB#:	192826
TAT :	
Rec'd:	ldays
EMC USE (NTRCT 11 AM

me;

(CAO)

(RISK)

COMPANY NAME:	M3 Environm	ental Consulting	g	BILL TO:			
	9821 Blue Lar	kspur Lane, Suite	∋ 100	Dia, 10,	(11.0)	fferent Location	a)
	Monterey Cali				<u> </u>		
CONTACT:			······································				
Phone/Call:	(831) 649-462						
Email:		ironmental.com	· · · · · · · · · · · · · · · · · · ·	<u> </u>			
Now Accepting:			Price Ouv	oted: \$			
**** <u>Ptor</u> confirmations ************************************	on of turnaround time tes for rush ansiysis (p vals may be subject to IALYSIS: VSTRUCTIONS: (If you do no	la <u>pautred</u> teese call marketing deby if crodit tama ulk-PLM) [Air-] [Dispose of the preferent	PCM] [Lead] [Point [samples at EMC] / [R <u>nce, EMC will dispose of s</u> a	[3-Day] is) Count], [Fui eturn sample <i>amples 60 day</i> .	[5-Day] [6- ngi: AOC, W is to me at <u>r</u>	10 Day] /-C, Bulk, Sv <u>nv expense</u>	
 4. Project Nan – P.O. Numbe 		rey - Army Com	munity Services, Lobby			2	
EMC SAMPLE #	CLIENT SAMPLE#	DATE & TIME SAMPLED	LOCATION/MATE TYPE		Samples Acceptod Yes / No	AIR SAMPLY IN ON DI	FD / COMMENTS F R.OW PATE
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nquished by: z/Time: <u>lo u 7</u>	<u>Sarah Babcor</u> <u>An</u>	k Date/	∏ime: <u>10/10/17 5PM</u>		by. Dian	Federico	· · · · ·
nquished by:	Diana Federico	Date/		ived by:	h - DHo	fren Date	Time. (0- (
nquished by:		Date/		ived by:	<u> </u>		<u>, , , , , , , , , , , , , , , , , , , </u>

Agreement #: Ag-6984 - Page 161 of 181

M^3	
ENVIRONMENTAL CONSULTING LLC	

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Asbestos Bulk Sampling Log

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ite Addre uilding: roject No Sample	Ar	1633		<u> </u>	YVICES ask (Inspector: CAC No. SST No.	Sarah 17-587	
No.	Floor	No.	Area N	<u>^</u>	Material Description	Estimation	luai (fily	Notes
117			LOIDIC	ን	WBHC with Knochdown texture	NA 1969 - 100 NAT (1997) - 1997	SF	-
B						- <u>+</u>	EA SF	
217				 	knochdawn testure		LF EA SF	-
23			├	<u> </u>			LF EA	
							SF LF EA	
20					• •		SF LF	
3A					41-inch VBB with greyand orange mastic Tan mastic ass. w		EA SF	
IA			J.	•	Tan mastic ass. w/ burgundy carpet		EA SF	
Pr			Exter	ior	Mortar ass. w/ brich		EA SF	
DIA			+		Brich exterior.		EA SF	
-19					plaster door fill	[LF EA SF	
- Acoustic	c Celling Pane c Celling Tria		- Concrete Ma			pray Applied Acoustic	LF EA	

Page _____ __of_ 192824

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Agreeme	Client: Project Na Site Addre	 ame:	414 of	ACMIPS	<u>^</u>			Sample Dat	e: <u>N (((</u>	
nt #	Building: Project No	Ar	my co	munity	Servie	es		Inspector:	<u>Sarah Ba</u>	bcock
		Building	Area:		esk (SST No.	17-5870	
Ag-6984 - Page 163	No.	/ Floor	No.	Area Name	Х-,	Material Description		Estimated Qu		Notes
۱Å	7B			Excheriov	Plas	ster door Fill	<u>- 201 - 2 3 9 - 39</u> - 4 99	No. 2	SF	
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(§	<u>リ</u>	Celling Panel								
G.		Celling Tile	CWT-	Concrete Masonry Uni Ceramic Wall Tile	ł	LC - Leveling Compound	SAACM - Spray	Applied Acoustic Ce		
	- Ceramic T - Ceramic Vapor Bai	Floor Tile	FG-I	Therglass Insulation — Heating Ventilation A	Ir Condition	O.D – Outside Diameter PM – Penetration Mastic RSF– Resilient Sheet Flooring		Svstem insulation		WB/JC - Wall Board/Joint Compound (Composite)
									•	T&G - Tar & Gravel Roofing BUR - Built Up Roofing

,

•	of		CHAIN OF CUSTODY EMC Lebs, Inc. 9830 S. 51 st St., Ste B-109 Phoenix, AZ 85044) 362-3373 Fax (480) 893-1726	LAB#: TAT: Rec'd: ENC USE of	1005; [dæi 10].8	77 #17
COMPANY NAME:	M3 Environm	ental Consultin	1 9 011 70.			<u></u>
	9821 Blue Lark	spur Lane, Sult		(17 C	Different Locati	on)
•	Monterey, Calif	iomia 93940				
CONTACT: Phong/Cell:	(004) 040					
Email:	(831) 649-4623					
Now Accepting:		ronmental.com			······································	
	VISA - MASTE		Price Quoted: \$	/ Same	de \$	
***Laboratory analys - TYPE OF ANA - DISPOSAL IN	ALYSIS: [Bu STRUCTIONS: //f you do not	lease call marketing delay if credit term: Ilk-PLM] (Air- [Dispose or [<i>Indicate preferen</i>]	PCM] [Lead] [Point Count] [I f samples at EMC] / [Return sam nce, EMC will dispose of semples for c	Fungi: AOC, V ples to me at j	V-C, Bulk, S <u>mv expens</u>	Swab, Tape ie]
P.O. Number		DATE & TIME	Project Number:1765		<u>'b</u>	<u> </u>
SAMPLE #	SAMPLE #	SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted	1	INFO / COMMENT
		(Yes / No		RATE
2	14			Ves / No		RATE
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Lead Bulk Sampling Log

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ğF	Project Na Site Addre		Monterey Chipp		Sample Date: 10/10	/।ব
3# F	Building: Project No	000.	o		Inspector: <u>Sarah P</u> CDPH No. <u>17-</u>	abcock 5870
Ag-6984	Sample (No.	Color	Contraction of the second s			
- Page	IL	offunite	MBIJC Metar	wali	Interior	THE REAL PROPERTY OF THE RE
165 of	26	Black.	Mortow	Door	Exterior	
181	31	Black		France	5	
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\\M3EC-NAS\Public\SarahB\Reports-Surveys Forms\Lead Survey Forms\Lead Bulk Sample Log 2.doc

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Mandatory Pre-Bid Meeting Sign in Sheet								
Project Name:	Misc. Glazing Work at	Various Facilities						
Location:	B616, B417 and B4260)						
Time and Date	10:00 a.m.	· · · · · · · · · · · · · · · · · · ·		10/25/2017				
Name	Organization	Phone No.	Email Addre	255				
Elvie Camacho	City of Monterey	(831) 760-2275	Camacho@monterey.org					
Paul Manuel	Del Monte Gluss	831 - 644 -4444	Paul- cc95@	Yahoo.com				
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Agreement #: Ag-6984 - Page 166 of 181

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Exhibit B 👘

Appendix A, Page 2

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW17027, DPW-17030, DPW-17038)

CITY OF MONTEREY

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

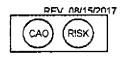
The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans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

BASE BID SCHEDULE

ltem No.	Description	Approx. Quantity	Unit	Unit Price	Amount
OMC	-B4260				
1	Mobilization and Demobilization	1	LS		\$318.00
2	Removal and Disposal/Recycle of Existing Door Glazing and Door Assembly	1	LS		included
3	Exterior Door Glazing Replacement	7	EA	\$355.00	\$2,485.00
4	Main Entry Door Assembly Replacement	1	EA		\$9,027.00
	SUB-TOTAL BI) for B4260	(ITEMS 1	THROUGH 4)	\$11,830.00
POM-	-B417				-
5	Mobilization and Demobilization	1	LS		\$241.00
6	Removal and Disposal/Recycle of Existing Window	1	LS		included
7	Window Glazing Replacement (Operable)	1	EA		\$2,312.00
8	Window Glazing Replacement (Fixed)	2	EA	\$2,460.00	\$4,050.00
	SUB-TOTAL B	ID for B417	(ITEMS S	5 THROUGH 8)	\$6,603.00
POM -	-B616	_			
9	Mobilization and Demobilization	1	LS		\$284.00
10	Removal and Disposal/Recycle of Existing Door	1	LS		included
11	Entry Door Replacement	1	EA		\$9,208.00
	SUB-TOTAL BI) for B616 (l	TEMS 9	THROUGH 11)	\$9,492.00

** when two(2) are purchased together the unit price is lower Additions will be at the unit price

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DFW-17027, DFW-17030, DFW-17038)



Agreement #: Ag-6984 - Page 167 of 181

Appendix A, Page 3

TOTAL BASE BID (ITEMS 1 THROUGH 11) (In Words)	(in Figures)
Twenty-seven thousand nine hundred twenty-five dollars	\$ 27,925.00

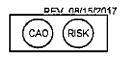
ADDITIVE ALTERNATIVE BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount			
POM -	-B616							
12	Remove and Replace Entry Door Frame	1	LS		\$11,930.00			
	TOTAL ADDITIVE ALTERNATIVE BID (ITEM 12) (In Words)							
	Eleven thousand nine hundred and thirty dollars							
ļ								
1								

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 Base Bid (Items 1 through 11). The actual award will depend on available funding and site approval. Contractor should be aware that all base bid items may not be awarded.

PRESIGIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-17027, DPW-17030, DPW-17038) Agreement #: Ag-6984 - Page 168 of 181



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 $\frac{170560}{2019}$ Class: <u>C17</u> Expiration date: <u>4130/19</u>.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: 1000009238

ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN

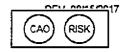
COUNTY, CALIFORNIA, ON 201 Name of Firm: CA. 93940 e sa Address: Telephone: com ΈV. Email: ŊUY

(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

HVETT MNGR. Signature

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES Agreement #: Ag-6984 - Page 169 of 181



Appendix A, Page 5

ACKNOWLEDGEMENT OF ADDENDA

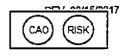
The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

DATE RECEIVED

10/21/17

ADDENDA (Please acknowledge with initials)				
Ι.				
2.				
3.	· · · · · · · · · · · · · · · · · · ·			
4.				
6.				

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-17027, DPW-17030, DPW-17038) Agreement #: Ag-6984 - Page 170 of 181



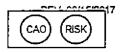
BIDDER'S STATEMENT OF QUALIFICATIONS

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
Bottles Bins	Vince Poma	898 Lighthouse, Montercy	831-375- 5488	Yince Pomas
Skips Auto Parts		1490 Del Monte, Seaside	831- 899- 2331	mark
st. Angela's de Merici	Catholic Church	94h & Lighthouse Pacific Grove	831- 620- 1015	Bill Camille

7 ;

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES (DPW-17027, DPW-17030, DPW-17038) Agreement #: Ag-6984 - Page 171 of 181



Appendix A, Page 7

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 Portior of Work
		~ /		
	A	M/		
<u>.</u>		/		
· · · · · ·				

PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITICS (OPW-17027, DPW-17030, DPW-17030) Agreement #: Ag-6984 - Page 172 of 181



PERFORMANCE BOND

BOND NO. ______ PREMIUM: ______

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 <u>National Internates Company</u> as surely, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of <u>Twenty Seven Theorem None Handred Twenty Five 9700</u> dollars (\$ <u>27,925.00</u>) iswful money of the United States for the payment of which sum well and truly to be made, we bind curselves, our heirs, auccessors, 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 texed as costs and included in any judgment rendered.

The surely 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 wrive 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 ATTORNEY-IN-FACT

Antone L. Scurtch





CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of Ca		~)				
County of _	Santa	Cruz	_ ,)	<u> </u>	\sim 1	· _	1
on De E	embor 6	2 of 7- before me, _	Nea	on My ride			NR
	Date	<i>x x</i>	1	Here Insert Name and	Title of the Offic	ær 🔶	•
personally	appeared	Autone	L.	Scurich			
••••				Name(s) of Signer(s)			

who proved to me on the basis of satisfactory evidence to be the person(a)-whose name(a) is/aresubscribed to the within instrument and acknowledged to me that he/sbe/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(e) 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 Callfornia that the foregoing paragraph istrue and cortect. WITNESS my hand and official seal MARY MYRICK-SUNKLER Notary Public - California Monterey County Signature Commission # 2166518 Signature of Notary Public-My Comm. Expires Oct 28, 2020

Place Notary Seal Above

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Number of Pages: Signer(s) Other Tha	n Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited Beneral Individual Attorney In Fact Trustee Guardian or Conservator Other:	Partner Limited General Individual Attorney in Fact Guardian or Conservator Other:
Signer Is Representing:	Signer Is Representing:

Agreement #: Ag-6984 - Page 174 of 181

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation National Casualty Company, an Ohio corporation AMCO Insurance Company, an Iowa corporation Allied Property and Casually Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:LUKE A. SCURICHMICHAEL G. SCURICHANTONE L. SCURICH

APTOS CA

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS \$ 2,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of solid Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attomoys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attomey is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of instruments. Any vice president, any assistant accretary or any assistant transurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, precident, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the <u>16th</u> day of February 2017



Antonio C. Albaneso, Vico President of Nationwide Mutual Insurance Company, National Casuality Company, AMCO Insurance Company, Alliod Property and Casuality Insurance Company.

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: 55

On this 16th day of February 2017, before me came the above-named officer for the Company aforesold, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesoid, that the seat affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS Notary Public, Stale of New York No. 07BA4656400 Quatified in New York County Commission Expires April 30, 2019 CERTIFICATE

Notery Public My Commission Expires April 30, 2019

I, Perag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate soal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the Decomber	e corporate s		this 6 The day of
This power of attomey expires: April 30, 2019		Asaistant Ser	

BDJ 1(01-17)0Agreement #: Ag-6984 - Page 175 of 181

Exhibit D

PAYMENT (LABOR AND MATERIALS) BOND

Bd 755500

BOND NO .:

KNOW ALL MENWOMEN BY THESE PRESENT that we, <u>Coast Counties Glass Inc</u> as Principal (also referred to berein as "CONTRACTOR"), and <u>Nationwide Mutual Insurance Company</u> as Surety, are hald and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of <u>Twenty Seven Thousand Nine Hundred Twenty Five 0/100</u> Dollars (3_27,925,00____), for the payment of which sum, well and buly to be made, we bind ourselves, cur heirs, executore, administrators, successors, and asalgne, jointly and severally, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Montarey for the PRESIDIO OF MONTEREY AND ORD MILITARY COMMUNITY-MISCELLANEOUS GLAZING WORK AT VARIOUS FACILITIES, in accordance with OWNER's Call for Bids documents and Principal's Bid Dated <u>Nevamber 23, 2017</u> and to which reference is hereby made for all particulars, and is required by said City of Montarey to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heire, executors, administrators, successore, or assigne, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of amployees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9588 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hising implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have compiled with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety theraunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

6th day of	20 <u>17</u>	
Nationwide Mutual Insurance Com	pany dall	
Surety	Principal	
Breith String	Ву:	
Antone L. Scurich, Attorney In Fact		
Print Name/Title	Print Name/Title	
PO Box 1820 La Mesa CA 91944		
Address	Address	
600-892-3666	()	
Telephone Number	Telephone Number	
, tony@scurichinsurance.com		
Email Address	Email Address	

.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this

NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)		
County of Sauta)		~
on December 6	20(7 before me,	Ma	ry Myrick-Soutler,	<u>4M</u>
Date	Δ		Here Insert Name and Title of the Officer	
personally appeared _	Autore	L.	Scurich	
–			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 CERTITY UNDER PENALING OF PEHJURY UNDER THE laws	
of the State of California that the foregoing paragraph	
is true and correct.	
WITNESS my hand/and official seal	
Signature	
Signature of Notary Public	_

RISK

CAO

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 Atta	ched Document
---------------------	---------------

Title or Type of Document	·	Docum	ent Date:	
Number of Pages:	_ Signer(s) Other Than	Named Above:		
Capacity(ies) Claimed by	Signer(s)			
Signer's Name:		Signer's Name:		
Corporate Officer - Title		Corporate Officer – Title(s):		
Partner - Limited	General	🗌 Partner — 🗆 L	imited 🛛 General	
🗆 Individual 🔅 🗋 Attorn	ey in Fact		Attorney in Fact	
□ Trustee □ Guard	lian or Conservator	🗆 Trùstee	Guardian or Conservator	
Other:		Other:		
Signer is Representing:		Signer Is Represe	enting:	

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Agreement #: Ag-6984 - Page 178 of 181

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation National Casuality Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: LUKE A. SCURICH MICHAEL G. SCURICH ANTONE L. SCURICH

APTOS CA

\$ 2,500,000,00

Allied Property and Casually Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and exocute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar naturo, in penalties not exceeding the sum of

TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all ACIs of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attomey is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company.

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint altomeys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such altomous-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to atfix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of atlomey is signed and scaled under and by the following bytaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shell have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casuality Company, AMCO Insurance Company, Allied Property and Casuality Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: 85

On this 16th day of February 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of sold Company, and the said corporate seal and his signature were duty affixed and subscribed to said instrument by the authority and direction of sold Company.

BARRY T. BASSIS Nolary Public, Stale of New York No. 02BA4656400 Qualified in New York County Commission Expires April 30, 2019 CERTIFICATE

Notary Public My Commission Expires April 30, 2019

CAO

(RISK

I, Parag H. Shah, Assistant Socretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included theroin is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Sec	relary, and affixed the corporate scal of and Company this day of
December 2017	LINE
This power of attorney expires; April 30, 2019	
, , , , <u> </u>	Assistant Sec

BDJ 1(01-17)00 Agreement #: Ag-6984 - Page 179 of 181

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

of Chast Counties Glass the party making the foregoing bid. I am the Manager

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 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 <u>28</u> day of <u>Noucon Doc</u>, 201<u>7</u> in <u>Montcerey</u> [city], <u>Montcerey</u> [city],

Manager Name and Title nted

Exhibit F

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, disgualification, 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.

eclare under genalty of perjury that the foragoing is true and correct and that this certification is signed this navember 2017 in Illon terey [city], [VION terey County, California. day of

Manager

me and Title

