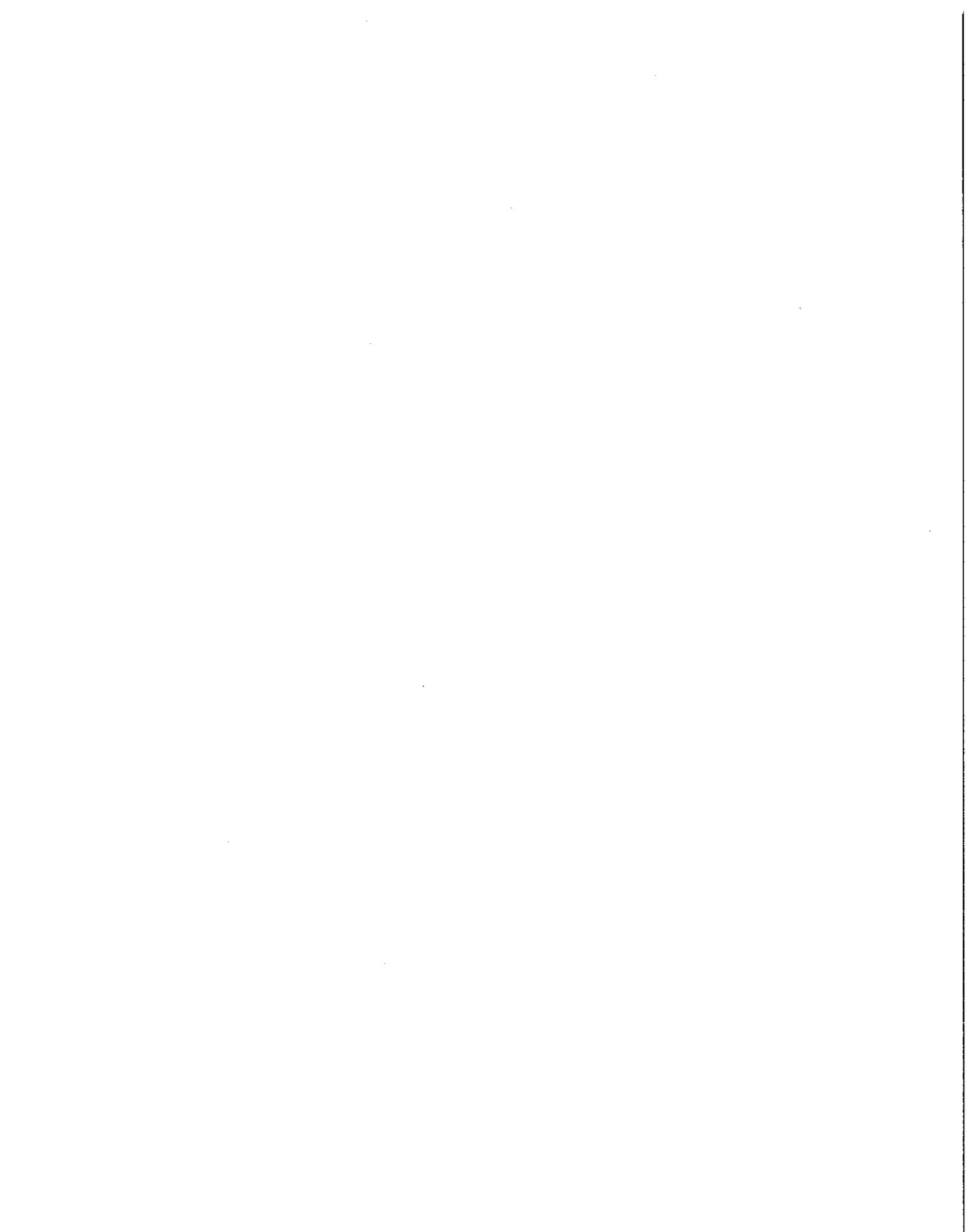


**CITY WIDE ACCESSIBLE
PEDESTRIAN SIGNAL
UPGRADES - PHASE 1
PROJECT**



**City of Saratoga
13777 Fruitvale Avenue
Saratoga, CA 95070
(408)-868-1239**



CITY OF SARATOGA
CONTRACT DOCUMENTS
FOR
CITY WIDE ACCESSIBLE PEDESTRIAN SIGNAL UPGRADES – PHASE I

KEY BID DATES

Date Issued:April 12, 2010
Requests for Equals/Clarifications Due: April 27, 2010, 5:00 P.M.
Bid Due:Tuesday, May 4, 2010, 10:00 A.M.

CITY OF SARATOGA

CITY WIDE ACCESSIBLE PEDESTRIAN SIGNAL UPGRADES – PHASE I

Table of Contents

NOTICE INVITING BIDS..... 1

 SCOPE AND LOCATION OF WORK..... 4

 INSPECTION OF WORK SITE 4

 EXAMINATION OF CONTRACT DOCUMENTS..... 4

 REPORT OF ERRORS AND OMISSIONS 5

 INTERPRETATION OF CONTRACT DOCUMENTS 5

 BIDS 5

 ADDENDA 7

 BID PRICES 7

 TAXES..... 7

 EXPERIENCE OF BIDDERS 7

 LISTS OF SUBCONTRACTORS 8

 BID GUARANTY 8

 MODIFICATION OF BID 8

 POSTPONEMENT OF OPENING..... 9

 NON COLLUSION AFFIDAVIT 9

 DISQUALIFICATION OF BIDDER 9

 REJECTION OF BIDS 9

 RELIEF OF BIDDERS..... 9

 COMPLETING AND SIGNING FORMS 9

 DEBARRED CONTRACTORS AND SUBCONTRACTORS 10

 PRIOR APPROVAL OF SUBSTITUTIONS ("APPROVED EQUALS") 10

 PREVAILING WAGE AND APPRENTICESHIP 10

 BID PROTEST PROCEDURES 11

 SECTION GC-1 DEFINITIONS AND TERMS..... 13

 SECTION GC-2 BID REQUIREMENTS AND CONDITIONS..... 14

 SECTION GC-3 AWARD AND EXECUTION OF CONTRACT 15

 SECTION GC-4 SCOPE OF WORK..... 17

 SECTION GC-5 CONTROL OF WORK..... 18

 SECTION GC-6 CONTROL OF MATERIALS..... 22

 SECTION GC-7 LEGAL RELATIONS AND RESPONSIBILITY 24

 SECTION GC-8 PROSECUTION AND PROGRESS 37

 SECTION GC-9 MEASUREMENT AND PAYMENT 41

 SECTION GC-10 DUST CONTROL 44

 SECTION GC-11 RESERVED..... 44

 SECTION GC-12 DIFFERING SITE CONDITIONS..... 44

 SECTION GC-13 ARCHAEOLOGICAL EXAMINATION..... 45

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT 48

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT	49
SPECIAL CONDITIONS	50
CONTRACT FOR CONSTRUCTION.....	75
BIDDERS CHECKLIST.....	82
CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION	83
CONDITIONS OF FEDERAL FUNDING	95
SUPPLEMENT TO GENERAL CONDITIONS.....	104
Exhibit "A" Standard Contract Language for all Contracts and Subcontracts	
Exhibit "B" Standard Solicitation for Bid Language (Construction over \$10,000)	
Exhibit "C" Equal Opportunity Clause	
Exhibit "D" Federal Equal Opportunity Clause	
Exhibit "E" Federal Labor Standards Provisions (HUD 4010	
FEDERAL WAGE DECISION	121
STATE LABOR STANDARDS	163
ATTACHMENTS:	
PAYROLL FORM – WH-347	
STATEMENT OF COMPLIANCE – WH-348	
Bench Mark Reset Procedures	
TECHNICAL SPECIFICATIONS	

NOTICE INVITING BIDS

CITY WIDE ACCESSIBLE PEDESTRIAN SIGNAL UPGRADES – PHASE I

SEALED BIDS will be received by the CITY OF SARATOGA (CITY) until **May 4, 2010, 10:00 A.M** for City Wide Accessible Pedestrian Signal Upgrades - Phase I.

Sealed bids shall be submitted addressed and noted as follows:

Macedonio Nunez
City of Saratoga
13777 Fruitvale Ave.
Saratoga, CA 95070

Sealed Bid for City Wide Accessible Pedestrian Signal Upgrades - Phase I.

All bids must be accompanied by bidder's security in accordance with California Public Contract Code Sections 20170 et seq.

Following the closure of the bid submittal period, bids will be publicly opened and read for performing work as follows:

Furnishing all labor, materials, equipment, and performing all work necessary and incidental to the construction of the project known as **City Wide Accessible Pedestrian Signal Upgrades - Phase I**, according to Specifications and Contract Documents. The work to be done consists of supplying all labor, methods or processes, implements, tools, machinery, equipment and materials to design and install vibro-tactile ADA compliant pedestrian signals at all painted pedestrian crosswalks at each of the 6 intersections as follows:

1. Saratoga-Sunnyvale Road/Reid Lane
2. Saratoga-Sunnyvale Road/Herriman Avenue
3. Saratoga-Sunnyvale Road/Blauer Drive
4. Saratoga-Sunnyvale Road/Pierce Road
5. Saratoga-Sunnyvale Road/Cox Avenue
- 6 .Saratoga-Sunnyvale Road/ Seagull Way

Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the work. The work includes design and installation of ADA compliant vibro-tactile pedestrian system, mobilization, traffic control, trenching and backfilling, conduit installation, pole installation, concrete patching, asphalt patching, electrical site work,

preparation and implementation of storm water pollution prevention plan and other work not specifically mentioned herein, but which may be required as directed by CITY or its designated representative. This project is subject to Davis-Bacon Compliance and the Contractor is required to meet all conditions of Federal Funding (see requirements starting on page 95 of contract).

CITY hereby notifies all Bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this Invitation for Bid, Disadvantaged Business Enterprises (DBE's) will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the basis of race, color, sex, national origin, in consideration for an award.

Project is to be completed within 60 working days from the date specified in the Notice to Proceed. The Contractor shall pay to the City of Saratoga the sum of \$1,000 for each and every calendar day's delay in finishing the work in excess of the calendar day completion time.

Bidders may obtain copies of the bidding documents at 13777 Fruitvale Avenue, Saratoga, CA 95070, Attn: Macedonio Nunez, (408) 868-1218.

Pursuant to California Labor Code Section 1771, the successful bidder and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available for view at the City of Saratoga Department of Public Works.

Pursuant to California Public Contract Code Section 22300, the Contractor may, at its option, choose to substitute securities for monies earned by the Contractor and retained by CITY to ensure the performance of the Contract.

Pursuant to California Public Contract Code Section 3300, City has determined that the Contractor shall possess a valid Class A or C-10 – General Engineering Contractor License at the time that the bid is submitted. In addition Failure to possess this specified license shall render the bid non-responsive.

The successful bidder will be required to furnish a payment bond in the amount equal to one hundred percent (100%) of the Contract Price, as well as a faithful performance bond, in the amount equal to one hundred percent (100%) of the Contract Price. The bonds shall be on the forms included in the Contract Documents.

The successful bidder shall insure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, or marital status, and shall comply with the Americans with Disabilities Act.

Bids will be examined and reported to the City of Saratoga City Council (Council) at a meeting within sixty (60) days of the bid opening. CITY reserves the right to reject any and all bids, or to waive any irregularities or informalities in any bid or in the bidding procedure, or to postpone the bid opening or award for good cause. No Bidder may withdraw its bid for a period of 60 calendar days after the date of opening of the bids. Each bidder will be notified of award of contract, if award is made. Contract Documents, Forms of Bid and any questions concerning this bid should be addressed to Macedonio Nunez, City of Saratoga, (408) 868-1218.

CITY OF SARATOGA
Office of the Clerk
April 7, 2010

INFORMATION FOR BIDDERS

CITY WIDE ACCESSIBLE PEDESTRIAN SIGNAL UPGRADES – PHASE I

SCOPE AND LOCATION OF WORK

The work to be performed under this contract consists of the furnishing of all labor, materials, plant, equipment and services for the construction of the Project, complete, and in satisfactory operating condition, all as shown on the Contract Documents and/or as specified herein. The work is to be performed in the City of Saratoga, County of Santa Clara.

INSPECTION OF WORK SITE

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Bidders may apply to the Director of Public Works for additional information and explanation before submitting bids. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to satisfy itself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the Work.

Submission of a bid by the bidder shall constitute acknowledgment that, if awarded the contract, the bidder has relied and is relying on its own examination of (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work, including but not limited to the availability of labor and materials; and (d) its own knowledge of existing facilities on and in the vicinity of the site of the Project and not on any representation or warranty by City or its agents of the above items. Removal, relocation, or protection of existing public utilities not identified by City shall be done in conformance with California Government Code Section 4215.

EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). Submission of a bid shall constitute acknowledgment, upon which City may rely, that the bidder has thoroughly examined and is familiar with the Contract Documents. Failure or neglect of a bidder to receive or examine any of the Contract Documents shall in no way relieve the bidder of any obligation with respect to its bid or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

REPORT OF ERRORS AND OMISSIONS

Bidder shall review architectural and/or engineering plans and specifications, if any, prior to submission of the bid, and report any errors and omissions noted by the bidder to the Director of Public Works. The review by the Contractor shall be confined to the Contractor's capacity as a contractor, and not as a licensed design professional.

INTERPRETATION OF CONTRACT DOCUMENTS

No oral representation or interpretations will be made to any bidders as to the meaning of the Contract Documents. Requests for interpretation shall be made in writing and delivered to the Director of Public Works at least seven (7) calendar days before the time announced for opening the bids. Interpretations, where necessary, will be made in the form of an addendum to the Contract Documents and, when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the Contract.

Requests for information before or after the award of contract shall be directed to:

Macedonio Nunez
Associate Engineer
13777 Fruitvale Avenue, CA 95070
Phone (408) 868-1218; fax (408) 868-1281

It shall also be the bidder's responsibility to call to the attention of Macedonio Nunez any missing pages in the Contract Documents, including the addenda. These items shall be brought to the attention of Macedonio Nunez in writing, at least one week prior to the bid opening date.

BIDS

Bids shall be made on the blank forms prepared by City, which may be removed from the bound Contract Documents. All bids shall include, in the space provided, all information requested, shall be signed by the bidder or an authorized representative thereof, and shall include the bidder's business address.

Bidders must prepare and submit all required documents.

Bids must be accompanied by security in accordance with California Public Contract Code Sections 20170 et seq.

If the bid is made by an individual, his or her name, signature, and business address shall be shown.

If the bid is made by a firm or partnership, the name and business address of the firm or partnership and the signature of at least one of the general partners shall be shown.

If the bid is made by a corporation, the bid shall show the name of the corporation and the state(s) in which the corporation is incorporated; the name and business address of the corporation's local agent; and the signature of at least one officer authorized to sign on behalf of the corporation. Additionally, the bid shall include a document empowering the signatory or signatories to execute the bid and to bind the corporation.

If the bid is made by a joint venture, the bid shall be signed by at least one of the joint venture firms in a format meeting with the requirements outlined above. Additionally, the bid shall include a document empowering the signatory or signatories to execute the bid and to bind the joint venture.

Every contractor, other than a joint venture, who submits a bid, must at the time the bid is submitted have a California Contractor's License in good standing. The license shall be in the class or classes specified in the Contract Documents. Any bid from an unlicensed contractor, other than those persons exempt under California Business & Professions Code Section 7028.15, shall be non-responsive and shall be rejected. Section 7028.15 makes it a misdemeanor for any person without a valid contractor's license (with specified exceptions) to submit a bid to act as a contractor to a public agency. The penalties on a bidder violating these provisions are severe.

Each bid shall be enclosed in a sealed envelope, labeled and delivered to the Macedonio Nunez at the address above. Bidders are warned against making erasures or alterations of any kind, without initialing each and every such change. Bids that contain uninitialed erasures, alterations or irregularities of any kind, or omissions, may be rejected. No oral, telegraphic, or telephone (including facsimile) bids or modifications will be considered.

Each bidder shall submit with its bid a statement setting forth its experience and qualifications on the forms included in the Contract and Bidding Documents.

Telephones will not be available to bidders for the preparation of the bids or for calling in bid results. Bid forms received after the designated time will not be accepted. Bidders and their authorized agents are invited to attend the bid opening.

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of City, and to waive any informalities or irregularities in the bids.

ADDENDA

Each bid shall include specific acknowledgment (in the space provided) of the receipt of all addenda issued during the bidding period. A bidder's failure to acknowledge all addenda may result in the bid being rejected as not responsive.

BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract, including but not limited to furnishing all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services, except as may be provided otherwise in the Contract Documents.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of the individual items does not equal the total base price, the individual item totals shall govern and the corrected sum shall be deemed to be the total base bid.

Where there is a conflict between words and figures, the words shall govern and the figures shall be disregarded.

TAXES

Bid prices shall include all applicable federal, state, and local taxes.

EXPERIENCE OF BIDDERS

At the time of bidding, and throughout the period of the contract, each bidder shall be licensed under the provisions of the California Business and Professions Code to do the type of work contemplated for the project. The license classification shall be a Class A or C-10 – General Engineering Contractor (construction) and State of California Professional Engineering License (design).

It is the intention of City to award a contract, if at all, to the lowest responsive responsible bidder who demonstrates the attributes of trustworthiness, as well as quality, fitness (including financial qualifications), capacity and experience to enable it to prosecute the work successfully and properly, and to complete the work within the time period named in the Contract Documents.

To determine the degree of responsibility to be credited to the bidder, City will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature and magnitude, and comparable difficulty and rates of progress, to the Work. City shall have sole discretion to determine what contracts are of like nature and magnitude, and comparable difficulty and rates of progress. City may reject bids from Contractors who cannot satisfactorily prove the experience and qualifications outlined in paragraph 10 hereof.

LISTS OF SUBCONTRACTORS

On the forms provided, each bidder shall list the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of the bid or \$10,000, whichever is greater. For the purpose of this paragraph, a subcontractor is defined as anyone who contracts with the Contractor to furnish materials and labor or labor only, and/or one who specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the Contract Documents. All listings and subsequent substitutions, if any, shall be done in conformance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 et seq.

BID GUARANTY

The bid shall be accompanied by a bid guaranty bond duly completed by a corporate surety authorized to conduct business in the State of California payable to the City of Saratoga in the sum of at least ten percent (10%) of the total amount of the bid. The bond shall be on the form included in the Contract Documents. Alternatively, a certified or cashier's check, payable to the City of Saratoga, in the sum of at least ten percent (10%) of the total amount of the bid may be substituted for the bid guaranty bond. The amount payable to the City of Saratoga under the bid guaranty bond, or the certified or cashier's check, as the case may be, shall be forfeited to City as liquidated damages in the case of the failure or neglect of the successful bidder to furnish, execute, and deliver to City the required performance and payment bonds and evidences of insurance, and/or to enter into, execute, and deliver to City the Agreement on the form provided herewith, within ten (10) days after being notified in writing by City that the award has been made.

MODIFICATION OF BID

Modification of a bid already received will be considered only if the modification is received prior to the deadline for receiving bids. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid.

POSTPONEMENT OF OPENING

City reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Notice Inviting Bids. Pursuant to Public Contract Code Section 4104.5, the City shall extend the date and time for closing of submission of bids (the "bid deadline") by no less than seventy-two (72) hours in the event that CITY issues any material changes, additions, or deletions to the bidding documents later than seventy-two (72) hours prior to the bid deadline.

NON COLLUSION AFFIDAVIT

California Public Contract Code Section 7106 requires that each bidder execute a Noncollusion Affidavit on all public works contracts. Bidder shall execute the Noncollusion Affidavit included with the Contract Documents and submit it to City with the bid.

DISQUALIFICATION OF BIDDER

If there is a reason to believe that collusion exists among any of the bidders, none of the bids of the participants in such collusion will be considered, and City may choose to reject all bids received.

REJECTION OF BIDS

City reserves the right to reject any bids which are incomplete, obscure, or irregular; any bids which omit a bid on any one or more items for which bids are required; any bids which omit unit prices if unit prices are required; any bids in which unit prices are unbalanced in the opinion of City; any bids accompanied by insufficient or irregular bid guaranty; and any bids from bidders who has been delinquent or unfaithful in any former contract with City. City reserves the right to reject defective bids or to waive technical defects, as the interests of City may require.

RELIEF OF BIDDERS

Attention is directed to the provisions of California Public Contract Code Section 5100, et seq., concerning relief of bidders, and in particular to the requirement therein that if a bidder claims a mistake was made in its bid, the bidder shall give City written notice of the alleged mistake within five (5) calendar days after the opening of the bids, specifying in the notice, in detail, how the mistake occurred.

COMPLETING AND SIGNING FORMS

The Bidder's attention is directed to the forms included in the Contract Documents, which must be completed and signed. **FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION OF A BID.**

DEBARRED CONTRACTORS AND SUBCONTRACTORS

No contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works contract under California Labor Code Sections 1777.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from letting work on the Project to a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

PRIOR APPROVAL OF SUBSTITUTIONS ("APPROVED EQUALS")

Bidders wishing to obtain prior approval of a substitution for a specified material or system (an "approved equal") shall submit all required documentation in compliance with procedures established in the Contract Documents. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.

Prior approval requests must be received by City, in writing, at least ten **[10]** business days prior to bid deadline. If City determines the requested material or system is equal to that specified, City will notify the Bidders prior to time for submitting bids. City's failure to notify the Bidders of an approved equal shall be deemed a rejection of the requested substitution.

PREVAILING WAGE AND APPRENTICESHIP

In accordance with California Labor Code Section 1771, all contractors and subcontractors on this public work project shall pay not less than current prevailing wage rates as determined by the California Department of Industrial Relations ("DIR"). All contractors and subcontractors on this public work project shall comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

Questions regarding general prevailing wage rates should be directed to:

Department of Industrial Relations
Division of Labor Statistics and Research
P.O. Box 420603
San Francisco, CA 94142-0603
Phone: (415) 703-4774

Questions pertaining to apprenticeship crafts should be directed to:

Department of Industrial Relations
Division of Apprenticeship Standards
P.O. Box 420603
San Francisco, CA 94142-0603
Phone: (415) 703-4920

Information is also available at the Department of Industrial Relations' website:
<http://www.dir.ca.gov>

Any contractor who is awarded a public works contract is not relieved of the obligation to pay prevailing wage rates for any craft or classification not listed in the General Determinations or in any Special Determination. If a contractor intends to use a craft or classification not listed in the General Determinations or existing Special Determinations, he or she must notify CITY no later than forty-five (45) days before the bid deadline and request a Special Determination. If no determination has been made at the time the contract is awarded, the contractor shall pay the prevailing wage rate of the craft or classification most closely related to the craft or classification used.

All prevailing wage rates are subject to modification pursuant to Important Notices issued by the DIR's Division of Labor Statistics and Research and recent union contract negotiations.

BID PROTEST PROCEDURES

These procedures apply to all procurement actions, whether by sealed bid, request for bid or sole source, and regardless of the stage of the procurement process at which the protest is filed.

Any protest relating to the form or content of the bidding or contract documents must be submitted in writing to Public Works Director at 13777 Fruitvale Avenue, Saratoga, CA 95070 no later than ten (10) working days before the bid deadline. Any person who submits a bid shall be deemed to have waived any protest to the form or content of the proposal documents.

Any protest relating to any particular proposal or the award of the contract must be submitted in writing to Public Works Director. The protest must be received no later than ten (10) working days after the basis of protest is known or should have been known, whichever is earlier.

The initial protest document shall contain a complete statement of the basis for the protest.

The protest shall refer to the specific portion(s) of the proposal documents which forms the basis for the protest.

The protest shall include the name, business address and telephone number of the person representing the protesting party.

The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties who have a direct financial interest that may be adversely affected by the outcome of the protest.

Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The documents shall be transmitted by fax or overnight mail.

The procedure and time limits set forth in this section are mandatory and are the sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or instituting legal proceedings

GENERAL CONDITIONS

CITY WIDE ACCESSIBLE PEDESTRIAN SIGNAL UPGRADES – PHASE I

SECTION GC-1 DEFINITIONS AND TERMS

Whenever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows (unless noted otherwise):

Agreement – the written instruments comprising the complete and integrated contract between the City of Saratoga and the Contractor.

Business day – see "working day" below

Calendar day – a period of twenty-four (24) hours measured from midnight to the next midnight. If not otherwise specified in the Agreement, days shall be presumed to be calendar days.

Caltrans Standard Specifications - Standard Specifications for Construction of Local Streets and Roads issued by the State of California, Department of Transportation, 2002 edition. Any reference therein to a State agency or officer shall be interpreted as if the corresponding City of Saratoga office or officer acting under this contract were so specified. All metric measurements or quantities in the Caltrans Standard Specifications shall be disregarded, and equivalent United States measures used.

Caltrans Standard Plans - Standard Plans for Construction of Local Streets and Roads issued by the State of California, Department of Transportation, current edition. All metric measurements or quantities in the Caltrans Standard Plans shall be disregarded, and equivalent United States measures used.

Contractor – the individual or entity with whom City has entered into the Agreement.

Council - The City of Saratoga City Council, the governing body of the City of Saratoga.

County – Santa Clara County, California.

City – the City of Saratoga.

Engineer – The Director of Public Works of the City of Saratoga, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the City of Saratoga to test materials and work involved in the contract.

Working day – a period comprising the normal working hours of the day and further defined in Section 8-1.06 ("Time of Completion") of the Caltrans Standard Specifications.

Other terms appearing in the Contract Documents shall have the intent and meaning specified in Section 1 ("Definitions and Terms") of the Caltrans Standard Specifications.

SECTION GC-2 BID REQUIREMENTS AND CONDITIONS

A. APPROXIMATE QUANTITY ESTIMATE

The quantities given in the Notice Inviting Bids and in the bid and contract forms are approximate only, being given as a basis for the comparison of bids, and CITY 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 any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable by the Director of Public Works.

B. EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The bidder shall examine carefully the site of work contemplated and all Contract Documents, including all bid and contract forms incorporated by reference therein. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the bid, plans, specifications, and the contract. If, during the course of its examination, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the project plans and specifications, the bidder shall contact CITY for additional information and explanation before submitting its bid. Any request for information must be submitted at least ten (10) working days before the time announced for opening the bids, if any.

C. QUESTIONS DURING BIDDING

Any questions regarding the Contract Documents or bid forms shall be directed to the person listed in the Information For Bidders. All questions must be submitted at least seven (7) calendar days before the original bid deadline.

D. ADDENDA

When CITY deems it necessary, addenda may be issued to the Contract Documents to amend, clarify or correct matter contained therein. Such addenda shall constitute a part of the Contract Documents and shall be equally binding with them. Addenda shall be forwarded to all prospective bidders when such addenda are issued prior to receipt of bids. Bidder must acknowledge all addenda on the bid form. Failure to acknowledge all addenda issued will render the bid nonresponsive.

E. BID FORM

All bids must be submitted upon blank forms provided in the Contract Documents. Bids shall include all applicable taxes that the Contractor is required to pay. All bids must give the prices proposed and must be signed by the bidder and include bidder's business address. If the bid is made by an individual, his name and business address must be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership must be shown. If made by a corporation, the bid must show the name of the state(s) in which the bidder is incorporated and the names, titles, and business addresses of the corporation's president, secretary, and treasurer. All bids shall be submitted as directed in the Notice Inviting Bids under sealed cover plainly marked as a bid, and identifying the project to which the bid relates and the date of the bid opening therefor. Bids which are not properly marked may be disregarded.

F. PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in Notice Inviting Bids. Bidders or their authorized agent are invited to be present.

SECTION GC-3 AWARD AND EXECUTION OF CONTRACT

A. AWARD OF CONTRACT

CITY reserves the right to reject any and all bids. The contract will be awarded, if at all, to the lowest responsive responsible bidder whose bid complies with all the requirements set forth in the Notice Inviting Bids and Information to Bidders and all documents referenced therein.

In the event that bids are required to include prices for items that may be added to or deducted from the scope of the work of the contract for which the bid is being submitted, the lowest bid shall be the lowest bid price on the base contract those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price. CITY reserves the right to add to or deduct from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

The contract will be awarded, if at all, within 75 calendar days after the opening of the bids.

The Work will not start until CITY has successfully acquired all necessary rights of way, easements and permits to begin work on this project.

B. CONTRACT BONDS

The successful bidder shall furnish two separate contract bonds. Each of the bonds shall be executed in an amount equal to at least 100% of the Contract Price. One bond shall guaranty the faithful performance of the contract by the Contractor; and the other bond shall secure payment of the claims of laborers, mechanics, and material suppliers employed under the contract and shall contain all provisions required by law to be included in such bond forms, including the requirements of Civil Code Sections 3247 - 3252. No

alteration, extension of time, extra and additional work, or other change authorized by the Contract Documents will affect the obligations of the surety or sureties on the payment or performance bonds, and no notice to the surety or sureties shall be required.

Any bond required herein shall be issued by a corporate surety admitted to transact surety business in the State of California and holding a valid Certificate of Authority to transact Surety Insurance in the State of California.

C. EXECUTION OF THE CONTRACT

The Contract shall be signed by the successful bidder and returned, together with the Contract bonds required by Section GC-3 (B) and insurance certificate required by Section GC-7 (S) of these General Conditions, after the bidder has received notice that the Contract has been awarded. No bid shall be considered binding upon the City of Saratoga until the award of the contract by the Council.

D. NOTICE TO PROCEED

A separate Notice to Proceed will be issued to the Contractor for this work. Within ten (10) working days from the Notice to Proceed or date specified in the Notice to Proceed, the Contractor shall commence work. Working days will be charged to the Contractor after the ten-day period has elapsed.

E. FAILURE TO EXECUTE CONTRACT

Failure to execute the Agreement and file acceptable performance and payment bonds and insurance as provided herein within fifteen (15) calendar days after the bidder has received notice that the contract for the Work has been awarded to him, shall be just cause for the annulment of the award and the forfeiture of the bid guaranty. Upon any such failure by the successful bidder, the contract for the work may be awarded to the second lowest responsible bidder. If the second lowest responsible bidder fails to execute the Agreement and file acceptable bonds and insurance as provided herein within fifteen (15) calendar days after such bidder has received notice that the contract for the Work has been awarded to him, the contract for the Work may be awarded to the third lowest responsible bidder. Failure of the second or of the third lowest responsible bidder to whom a contract is so awarded to execute the Agreement and file acceptable bonds and insurance as provided herein within fifteen (15) calendar days after such bidder has received notice that the contract for the Work has been awarded to him shall be just cause for the annulment of the award and the forfeiture of the bid guaranty of each such bidder.

F. RETURN OF BID GUARANTEES

CITY will retain all bid guarantees until the Agreement for the Work has been fully executed and CITY has received the bonds and evidence of insurance required to be furnished, or CITY has acted to reject all bids. CITY will return the bid guarantees of unsuccessful bidders, other than those forfeited.

SECTION GC-4 SCOPE OF WORK

A. INTENT OF PLANS AND SPECIFICATIONS

The intent of the Contract Documents is to prescribe the details for the construction and completion of the work the Contractor undertakes to perform.

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 first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, material, tools, equipment, flaggers, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

B. STANDARD SPECIFICATIONS AND SPECIAL CONDITIONS

All work embraced herein shall be constructed in strict accordance with the applicable codes, plans and the Caltrans Standard Specifications, where applicable. All work will be done under the inspection of City and the Director of Public Works and any other public agency with jurisdiction over the Project and shall be the responsibility of the Contractor.

The work embraced herein shall be done in accordance with specifications approved by CITY if such work, material or equipment is not specifically detailed in the Contract Documents, Special Conditions, or accompanying plans.

The parts of the Contract Documents are intended to be complementary.

In case of conflict between Sections 1 through 9 of the Caltrans Standard Specifications and the General Conditions or Special Conditions of this Agreement, the General Conditions or Special Conditions shall control. In case of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In case of conflict between the Caltrans Standard Specifications and the other Contract Documents, the provisions of paragraph GC-5.D Coordination And Interpretation Of Plans, Standard Specifications, and Special Conditions shall apply.

C. FINAL CLEAN-UP

Before acceptance and final payment, the Contractor shall clean the streets, roads, structures, and all ground occupied by him in connection with the Work, of all rubbish, excess materials, temporary structures, and equipment. All parts of the Work shall be left in a neat and presentable condition. Any damage to property, missing signs, mailboxes, etc. must be repaired/replaced to the satisfaction of CITY. Full compensation for final clean up shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

D. CHANGES

CITY reserves the right to make such alterations, deviations, additions to or omissions from the Contract Documents, including the right to increase or decrease the quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed

by the Director of Public Works to be necessary or advisable and to require such extra work as may be determined by the Director of Public Works to be necessary for the proper completion or construction of the whole work. Changes in quantities shall be in accordance with the provisions of Section 4-1.03B ("Increased or Decreased Quantities") of the Caltrans Standard Specifications.

Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by CITY in writing.

All changes in the work shall be made as provided in the Contract Documents. Notice is hereby given that under certain circumstances, changes may require the approval of the Council, and may further require notice to affected property owners and a public hearing.

E. SALVAGE FOR THE CITY

The Contractor shall remove and preserve carefully any materials designated to be salvaged for the City and shall arrange for the delivery of those materials to the City as directed by the Director of Public Works. The Contractor shall be liable for any damage or destruction of materials designated for salvage.

F. SEVERABILITY CLAUSE

If any provision or any part of any provision of these Contract Documents is, for any reason, held to be invalid, unenforceable or contrary to any public policy, law, statute, regulation or ordinance, then the remainder of these Contract Documents shall not be affected thereby and shall remain valid and fully enforceable.

G. EXTRA WORK

New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price. The Contractor shall do no extra work except upon written order from the Director of Public Works. Compensation for authorized extra work will be paid as previously agreed upon in writing, or by force account as provided in Section 9-1.03 ("Force Account Payment") of the Caltrans Standard Specifications.

SECTION GC-5 CONTROL OF WORK

A. AUTHORITY OF DIRECTOR OF PUBLIC WORKS

The Director of Public Works shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner or performance and loss of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The Director of Public Work's decision shall be final and shall have authority to enforce and make effective such decisions and orders which the Contractor shall carry out promptly.

B. PLANS AND WORKING DRAWINGS

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made to any plan or drawing without approval of the Director of Public Works.

The Plans furnished consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the contract plans shall be in writing.

The Plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to perform the Work adequately. No change shall be made by the Contractor to any working drawing after it has been approved by the Director of Public Works.

It is expressly understood, however, that approval of the Contractor's working drawings shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. Contractor shall be responsible for agreement and conformity of his working drawings with the Contract Documents.

Full compensation for furnishing all working drawings shall be deemed included in the prices paid for the contract items of work to which such drawings relate and no separate payment will be made therefor.

C. CONFORMITY WITH CONTRACT DOCUMENTS AND ALLOWABLE DEVIATIONS

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, in the Contract Documents. Although measurement, sampling and testing may be considered evidence as to such conformity, the Director of Public Works shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and his decision as to any allowable deviations therefrom shall be final. Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Director of Public Works and authorized in writing.

D. COORDINATION AND INTERPRETATION OF PLANS, STANDARD SPECIFICATIONS, AND SPECIAL CONDITIONS

The Caltrans Standard Specifications, the Santa Clara County Standard Plans and Specifications (if any), any Special Conditions, these General Conditions, contract change orders, and all supplementary documents are essential parts of the Contract Documents, and a requirement occurring in one is binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. In the event of a conflict, the most stringent shall govern.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

E. ORDER OF WORK

When required by the Special Conditions or Plans, the Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming with such requirements will be deemed included in the prices paid for the various contract items of work and no separate payment will be made therefor.

F. SUPERINTENDENCE

The Contractor shall provide competent supervision of the Work as approved by the Director of Public Works. The Contractor or designated representative shall be present at the site at all times while work is actually in progress. Before starting work, the Contractor shall designate in writing, a representative who shall have the authority to represent and act for the Contractor regarding any written or verbal directions, or requests of the Director of Public Works. Directions or requests delivered to the representative shall have the same force and effect as if delivered to the Contractor. The authorized representative shall be an employee of the Contractor's organization and shall be shown on the Contractor's payroll

The Contractor will not designate a subcontractor as the authorized representative.

Whenever the Contractor or its representative is not present on any particular part of the work where the Director of Public Works desires to give direction, the Director of Public Works will give orders which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work for which the order is given.

Failure of the Contractor or its representative to be present at the job site at all times when work is in progress will be deemed failure on the part of the Contractor to perform a provision of the Contract. If the Contractor or its representative is not present at the job site, the Director of Public Works may, in accordance with Section 8-1.05 ("Temporary Suspension of Work") of the Caltrans Standard Specifications, suspend all work until satisfactory arrangements have been made to have a designated representative on the site at all times when work is in progress. No additional compensation or additional working days will be allowed for such suspension. All working days lost due to such suspension will be charged to the Contractor.

During periods when work is suspended, arrangements acceptable to the Director of Public Works shall be made for any emergency work that is required.

G. LINES AND GRADES

Unless otherwise noted such stakes or marks will be set by the Director of Public Works as necessary to establish the lines and grades required for the completion of the Work.

When the Contractor requires such stakes or marks, the Contractor shall notify the Director of Public Works of his requirements in writing at least three (3) calendar days (72 hours) in advance of starting operations that require such stakes or marks. The Contractor shall coordinate his work such that each staking request will have a minimum of four (4) hours of field staking time. If the Contractor submits a request having less than the minimum four

(4) hours of field staking time, the Contractor will be billed the Director of Public Work's time and cost for the difference between the four (4) hour minimum and the actual staking time.

The Contractor shall ensure that the area to receive stakes shall be free of all obstructions, equipment, stockpiles, etc. If the area to receive stakes is not ready for staking when City's representative arrives on the site, the original 72 hour advance time will become void and City's representative will have 72 hours from the time the area is made ready for stakes to place the stakes and to prepare cut sheets.

Stakes and marks set by the Director of Public Works shall be carefully protected from vandalism and preserved by the Contractor. In case such stakes and marks are lost, destroyed, or damaged, the Contractor must notify the Director of Public Works in writing of his request for the stakes to be reset. Upon receipt of the request, the Director of Public Works will replace the stakes within three (3) working days. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which in the judgment of the Director of Public Works were carelessly lost or willfully destroyed or damaged by the Contractor's operations. Restake charges shall include any recalculation, checking, and administrative charges CITY incurs. These charges will be deducted from any monies due or to become due the Contractor.

H. INSPECTION

The Director of Public Works shall at all times have access to the Work during its construction and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the Contract Documents. All work done and all materials furnished shall be subject to the Engineer's inspection.

The inspection of the work or materials shall not relieve the Contractor of any of its obligations to perform the Work as prescribed. Work and materials not meeting such requirements shall be made good; unsuitable work or materials may be rejected, notwithstanding that such work or materials may have been previously inspected by the Director of Public Works or that payment therefor has been included in a progress estimate.

I. REMOVAL OF REJECTED AND UNAUTHORIZED WORK

The Contractor shall remedy or remove and replace at its own expense and in an acceptable manner all work that has been rejected. CITY will not pay for such removal, replacement, or remedial work.

Any work done beyond the lines and grades shown on the plans or established by the Director of Public Works, or any extra work done without written authority, will be deemed unauthorized work for which CITY will not pay. Upon order of the Director of Public Works, the Contractor shall remedy or remove and replace unauthorized work at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Director of Public Works made under this section, the Director of Public Works may cause rejected or

unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any monies due or to become due the Contractor.

J. CHARACTER OF WORKERS

If any subcontractor or person employed by the Contractor appears to CITY to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately on the request of CITY, and such person shall not again be employed on the Work.

K. FINAL INSPECTION

When the work has been completed, CITY and the Director of Public Works, or Director of Public Work's designee, will make the final inspection. The Contractor shall request the final inspection in writing.

SECTION GC-6 CONTROL OF MATERIALS

A. GENERAL

The control of the materials used in the work, including but not limited to the sources, handling, testing, and rejections, shall conform to Section 6 of the Caltrans Standard Specifications.

B. SAMPLES AND TESTS

The source of supply of each material shall be approved by the Director of Public Works before delivery begins and before the material is used in the work.

Upon request of the Director of Public Works or as specified in these documents, representative material samples of the prescribed character and quality shall be submitted by the Contractor for testing or examination. No material shall be used without approval of the Director of Public Works.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in the Caltrans Standard Specifications, and the Special Conditions. The cost of re-testing material or workmanship that fails to pass the first test shall be borne by the Contractor. Contractor shall submit all test results to the Director of Public Works within five (5) calendar days of the testing at no charge to CITY.

Full compensation for conforming with the requirements of this section shall be deemed included in the prices paid for the various contract items of work and materials, and no separate payment will be made therefor.

C. DEFECTIVE MATERIALS

All materials that the Director of Public Works determines do not conform to the requirements of the Contract Documents will be rejected, whether in place or not. They shall be removed immediately from the work site, unless otherwise permitted by the

Director of Public Works. No rejected material shall be used in the Work, unless the defects are corrected and the Director of Public Works gives written approval.

Upon failure of the Contractor to comply promptly with any order of the Director of Public Works made pursuant to this section, the Director of Public Works may cause the removal and/or replacement of rejected material and may deduct the costs thereof from any monies due or to become due the Contractor.

D. CHANGES TO SPECIFICATIONS/APPROVED EQUALS

Changes to the specifications will be made by written addendum executed by the **Public Works Director**.

Requests for approved equals or for clarification of specifications and protests of specifications must be received by CITY, in writing, by the time specified in the Instructions to Bidders prior to bid deadline or, if made after the contract is awarded, no more than fifteen days after the facts giving rise to the request came to the attention of the Contractor. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.

If CITY determines the requested material or system is equal to that specified, CITY will notify the Bidders prior to bid deadline or Contractor within thirty calendar days after receiving the request. City's failure to notify the Bidders or the Contractor of an approved equal shall be deemed a rejection of the requested substitution.

Wherever brand, manufacturer or product names are indicated in the specifications, they are included **ONLY** for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" should be understood to follow.

It should be understood that specifying a brand name, components and/or equipment in this specification shall not relieve the supplier from its responsibility to produce the product in accordance with the performance warranty and contractual requirements. The supplier is responsible for notifying CITY of any inappropriate brand name, component and/or equipment that may be called for in the specifications and to propose a suitable substitute for consideration.

E. WARRANTY OF TITLE.

Contractor warrants to CITY and its successors and assigns that the title to the materials, supplies or equipment covered by the Contract, when delivered to CITY or to its successors or assigns, is free from all liens and encumbrances.

F. WARRANTY OF FITNESS.

Contractor warrants that all materials, supplies and products furnished meet the requirements and conditions of the Contract Documents and are fit for the purpose intended.

G. WARRANTY OF MERCHANTABILITY.

Contractor warrants that the goods are merchantable in accordance California Commercial Code Section 2314. In accepting this and other warranties and the materials or supplies to be manufactured or assembled pursuant to the Contract Documents, CITY does not waive any warranty, either express or implied, in California Commercial Code Sections 2312 through 2315, inclusive, or any liability of the manufacturer as determined by any decision of a court of the State of California or of the United States.

SECTION GC-7 LEGAL RELATIONS AND RESPONSIBILITY

A. GENERAL

In connection with laws to be observed and responsibility of the Contractor, attention is directed to Section 7 ("Legal Relations and Responsibility") of the Caltrans Standard Specifications and to the laws applicable to this contract and to the Work that are referenced therein. Full compensation for conforming to the provisions of Section 7-1.08 ("Public Convenience") and Section 7-1.09("Public Safety") shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

B. LAWS TO BE OBSERVED

The Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations 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 work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders, and decrees applicable to this contract or to the Work.

The Contractor shall protect and indemnify CITY, and all officers and employees thereof connected with the work, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by City's representative or its employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall forthwith report the same to the Director of Public Works in writing.

C. LABOR

In connection with laws to be observed and responsibility of the Contractor, attention is directed to Section 7 ("Legal Relations and Responsibility") of the Standard Specifications and to the laws applicable to this contract and to the Work that are referenced therein. Attention is particularly directed to the subsections pertaining to Hours of Labor, Alien Labor, Labor Discrimination, Prevailing Wages, Apprentices, and the Fair Labor Standards Act.

This is a public works contract within the meaning of Part 7 of Division 2 of the California Labor Code (Sections 1720 et seq.), and the contractor and any subcontractor under him shall pay not less than the specified prevailing wage rates to all workers employed. Pursuant to the provisions of Section 1773 of the California Labor Code, the CITY has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the City of Saratoga, a copy of which is on file 13777 Fruitvale Avenue, Saratoga, California at the office of the Public Works Director, and shall be made available for viewing to any interested party upon request.

Attention is directed to the provisions in of the Labor Code Sections 1777.5 and 1777.6 concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to comply with and to insure that all subcontractors comply with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

Prior to commencement of work, the Contractor shall sign and file with the Director of Public Works a certification in the following form:

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

Full compensation for conforming to the requirements of this section shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

All penalties set forth in Section 7 ("Legal Relations and Responsibilities") of the Caltrans Standard Specifications shall be payable to the City of Saratoga.

D. CONTRACTOR'S LICENSING LAWS

Attention is directed to the California Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. All bidders and subcontractors shall be licensed in accordance with the laws of this State and any bidder or subcontractor not so licensed is subject to penalties imposed by such laws.

E. CHILD AND FAMILY SUPPORT OBLIGATIONS

The contractor shall fully comply with all state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

F. DOMESTIC MATERIALS

Only such unmanufactured materials as have been produced in the United States, and only such manufactured materials as have been manufactured in the United States, substantially all from materials produced in the United States, shall be used in the performance of the contract, in accordance with the provisions of California Government Code Sections 4300 et seq.

Pursuant to California Government Code Section 4304, any person who fails to comply with this section of the contract shall not be awarded any contract for the construction, alteration or repair of public works or for the purchase of materials for public use for a period of three (3) years from the date of the violation.

G. PAYMENT OF TAXES

The contract prices paid for the Work shall include full compensation for all taxes the Contractor is required to pay, whether imposed by federal, state or local government, including, without being limited to, federal excise tax. Taxes shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

H. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work. Any construction permits required by CITY for performing any work on this project will be issued by CITY at no charge to the Contractor. The Contractor and all subcontractors shall pay all City business license fees.

I. PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work. In addition to the obligations set forth in paragraph N ("Responsibility for Damage") below, the Contractor shall indemnify, defend, and hold CITY, its elected and appointed officials, and its employees harmless against any claim arising from Contractor's work under this

Agreement in which a violation of intellectual property rights, including but not limited to copyright or patent infringement, is alleged.

J. SAFETY

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property on or near the Project or adjacent to the work site during the performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.

The duty of the Director of Public Works to conduct review of the Work does not include review or approval of the adequacy of the Contractor's safety program, safety supervisor, or any safety measures taken in, on, or near the job site.

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from the obligation to comply with such provisions or from the penalties set forth therein.

The Contractor shall develop and maintain for the duration of this contract a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint a qualified employee to supervise and enforce compliance with the safety program. Information regarding the safety program shall be posted at the project site.

K. PUBLIC CONVENIENCE AND SAFETY

Contractor shall submit a traffic control plan to the Director of Public Works for approval prior to start of work.

The Contractor's attention is directed to Section 7-1.08 ("Public Convenience") and 7-1.09 ("Public Safety") of the Caltrans Standard Specifications. Full compensation for complying with the provisions of such subsections shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

All signs required by the Director of Public Works shall be furnished and installed by the Contractor. The cost of furnishing, installing, maintaining, and removing such signs shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

The Contractor shall notify the City of Saratoga Fire and Police Departments in writing at least 2 working days before closing any street or otherwise hindering access by emergency vehicles to any area.

L. FLAGGING COSTS

The costs of furnishing all flagmen and guards under the provisions of this section and Sections 7-1.08 ("Public Convenience"), 7-1.09 ("Public Safety"), and 12-2.02 ("Flagging

Costs") of the Caltrans Standard Specifications will be borne by the Contractor and shall be considered included in the prices paid for the various contract items of work; no separate payment will be made therefor.

M. PRESERVATION OF PROPERTY

Attention is directed to Section 7-1.12 ("Indemnification and Insurance") and to Section 8-1.10, ("Utility and Non-Highway Facilities") of the Caltrans Standard Specifications. Contractor shall exercise due care to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees and shrubbery that are not to be removed.

Roadside trees and shrubbery; pole lines, fences; mailboxes; signs; markers and monuments; buildings and structures; conduits; pipe lines under or above ground ; sewer and water lines ; all highway facilities ; and any other improvements or facilities within or adjacent to the work, other than those to be removed in accordance with the plans, shall be protected from injury or damage. If ordered by the Director of Public Works, the Contractor shall provide and install suitable safeguards, approved by the Director of Public Works, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the contract, if any such objects are a part of the work being performed under the contract. The Director of Public Works may make or cause to be made such temporary repairs as are necessary to restore to service any damaged highway or other facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies due or to become due to the Contractor under the contract.

It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities that may be subject to damage in the course of performing the Work. A minimum of forty-eight (48) hours, or two working days, prior to beginning of construction, the Contractor shall notify Underground Services Alert (USA), telephone 1-800-642-2444, to have existing facilities marked in the field.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property as specified in this section shall be deemed included in the prices paid for the various contract items of work and no separate payment will be made therefor.

N. PRE CONSTRUCTION SURVEY

The Contractor shall, if required by CITY, provide pre-construction color photographs, 35mm or larger film size, of the work site including surrounding areas as stated above. Each photograph shall be marked to indicate the date, name of work, and the location where the photograph was taken. Photographs shall be taken at intervals as directed by the Director of Public Works or his designee.

Prints shall be submitted in a three-ring photo album binder with clear plastic-covered fillers, four photos each side, grouped according to street, lateral, or line, and in sequence. Each group of prints shall be identified by a label that projects beyond the edge of filler and is easily recognized. Negatives may be placed within the filler sleeves or submitted separately.

Approximately twenty-five (25) photographs shall be submitted to the Director of Public Works for the Director of Public Work's approval. This approval shall be obtained before proceeding with the remaining photographs. Video may also be required if specified in the technical specifications.

The photographs and/or video tapes shall be submitted to the Director of Public Works either prior to or with the first progress payment request. The progress payment request will not be considered for payment until the Director of Public Works accepts this deliverable.

Full compensation for furnishing all pre-construction survey photos and/or videos shall be deemed included in the prices paid for the various contract items of work and no separate payment will be made therefor.

O. RESPONSIBILITY FOR DAMAGE

The City of Saratoga and all officers and employees thereof connected with the Work, including but not limited to the City Council, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of the City of Saratoga's officers or employees.

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the execution of the work, or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to final written acceptance of the work, or of the supplies, materials or equipment, or from any act or omission not authorized by the Contract Documents on the part of the Contractor or any agent or person employed by it, shall be sustained and borne solely by the Contractor.

Notwithstanding any other provision of the Contract Documents, Contractor shall, to the fullest extent allowed by law, defend, indemnify and hold harmless the City of Saratoga, its elected and appointed officials, and its employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs, resulting from injury to or death sustained by any person (including Contractor's employees), or damage to property of any kind, or any other injury or damage whatsoever arising out of or in any way connected with the performance of the Contract, including any of the same resulting from the alleged or actual negligent acts or omissions of City's officers, agents, contractors or employees; except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of CITY, its officers, agents, or employees who are directly responsible

to CITY. This indemnification shall extend to claims asserted after termination of this Contract for whatever reason.

Without limiting the generality of the foregoing indemnity, such indemnity obligation expressly extends to and includes any and all claims, demands, losses, damages, costs, expenses, fines, penalties, judgments or liability occasioned as a result of:

- a) Damages to adjacent property caused by the conduct of the Work;
- b) The violation by the Contractor, the Contractor's agents, employees, or independent contractors or subcontractors, of any provisions of federal, state or local law, including applicable administrative regulations such as, without limitation, discharge permit requirements;
- c) Injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by CITY, may be retained by CITY until disposition has been made of such suits or claims for damage.

P. COOPERATION

Should construction be under way by CITY, other agencies or other contractors within or adjacent to the limits of the Work, or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided.

CITY reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

Q. CONTRACTOR'S RESPONSIBILITY FOR WORK AND MATERIALS

Until the final acceptance of the contract, the Contractor shall have the charge and care of the Work and of the materials to be used therein, including materials for which partial payment has been received. CITY shall not be held responsible for the care or protection of any material or parts of the Work prior to final acceptance, except as expressly provided in the Special Conditions.

R. ACCEPTANCE OF CONTRACT

Upon completion of the Project CITY will conduct such tests as may be required to determine to its own satisfaction that the Project is in conformance with the terms, conditions and requirements of the Contract Documents. After final inspection, CITY shall determine whether or not to accept the Project and will notify the Contractor in writing within fifteen (15) days thereof. In the event of non-acceptance, CITY shall inform the Contractor in writing of the deficiencies found.

When the Director of Public Works has made the final inspection and determines that the contract has been completed in all respects in accordance with the plans and specifications, the Director of Public Works may recommend that the Council formally accept the contract. Immediately upon and after such acceptance by the Council, the Contractor will not be required to perform any further work, except completion or correction of such items as the Director of Public Works may direct, and the Contractor shall be relieved of his responsibility for injury to persons or property or damage to the Work that occurs after the formal acceptance by the Council.

The formal acceptance by the Council does not relieve the Contractor of the one (1) year maintenance responsibility.

S. PERSONAL LIABILITY

Neither the Council, nor any other officer or authorized employee of the City of Saratoga, nor any officer or employee of any state, county, or local agency shall be personally responsible for any liability arising under or by virtue of the contract.

T. INSURANCE

Within ten (10) days after award of the Contract, the Contractor shall promptly obtain, at its own expense, all the insurance described in this section, and submit coverage verification for review and approval by CITY. This insurance shall be in addition to any other form of insurance or bonds required under the terms of the contract.

The Notice to Proceed with the Work will not be issued, and the Contractor shall not commence work, until such insurance has been approved by CITY. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof. In addition, the Commercial General Liability Insurance shall be maintained for a minimum of five (5) years after final completion and acceptance of the Work. The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required herein.

The Contractor shall not allow any subcontractors to commence work until all insurance required of the subcontractor has been obtained and verified by the Contractor and submitted to CITY. Subcontractors shall furnish original certificates and endorsements as verification of insurance coverage. The liability insurance limits specified herein shall apply to all subcontractors listed in Contractor's bid. The Contractor shall designate appropriate insurance limits for all other subcontractors.

Companies writing the insurance under this article shall be authorized to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall include all costs for all insurance in its bid.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. Coverage required hereunder shall operate as Primary Insurance.

The Contractor shall procure, pay for, and maintain throughout the duration of this Contract the following insurance coverage:

Commercial General and Automobile Liability Insurance - This insurance shall protect the Contractor from claims for bodily injury and property damage which may arise because of the nature of the work or from operations under this Contract. The coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001), ISO Form G0009 11 88 Owners and Contractors Protective Liability Coverage – Coverage for Operations of Designated Contractor) and Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).

Claims-made policies will not be accepted.

- a. Additional Insureds – The Commercial General Liability ("CGL") policy of insurance shall be endorsed to name as additional insureds the City of Saratoga, all of its elected and appointed officials, directors, officers, employees, agents and servants, using ISO Form CG201185. This policy shall provide coverage to each of the additional insureds with respect to the Work. Both bodily injury and property damage insurance must be on an occurrence basis. The policy shall be endorsed to provide primary coverage to the full limit of liability stated in the declarations. If the additional insureds have any other insurance or self-insurance against the loss covered by this policy, that other insurance shall be excess insurance and not contribute with contractor's policy.
- b. Amount of Coverage - The bodily injury and property damage liability of the CGL insurance shall provide coverage in the following limits of liability: \$1,000,000 per occurrence with an annual general aggregate limit of not less than \$2,000,000, and \$2,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident for bodily injury and property damage.
- c. Subcontractors - The CGL insurance shall not require the Contractor to have its subcontractors named as insureds in the Contractor's policy, but the insurance shall protect the Contractor from contingent liability which may arise from operations of its subcontractors.
- d. Included Coverage - The CGL insurance shall also include all of the following coverages:
 - Premises – Operations;
 - Owner's/Independent Contractors and Contractor's Protective;
 - Products - Completed Operations;

Personal Injury - (False Arrest, Libel, Wrongful Eviction, etc.);
Blanket Contractual Liability, including the indemnity agreement in this contract;
Separation of Insureds / Cross-Liability Provisions;
Duty to Defend All Insureds;
Deletion of any limitation on Coverage for Bodily Injury or Property Damage Arising Out of Subsidence or Soil or Earth Movement;
A provision that the annual general aggregate and the products and completed operations annual aggregate shall apply separately to the Project;
Pollution Legal Liability Endorsement;
XCU - Explosion, Collapse, Underground Damage. (XCU may be deleted with City's prior written approval when not applicable to operations performed by the Contractor or its sub-contractors.)

- e. Umbrella Policy or Follow-Form Excess Liability Policy - At the option of the Contractor, primary limits may be less than required, with an Umbrella Policy or Follow-Form Excess Liability Policy providing the additional limits needed. This form of insurance will be acceptable provided that the Primary and Umbrella/Excess Policies both provide the insurance coverages herein required, including all additional insured requirements. The umbrella/excess insurance shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying CGL insurance.
- f. The certificate of insurance shall guaranty that the policy will not be amended, altered, modified, or canceled without at least thirty (30) days notice mailed by registered mail to the Administrative Services Director, City of Saratoga; 13777 Fruitvale Ave.; Saratoga, California 95070.
- g. In accordance with Insurance Code Section 11580.04, coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where any agreement to indemnify the additional insured would be invalid under Civil Code Section 2782(b).

Workers' Compensation Insurance – California Labor Code Sections 3700 et seq. require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code. The Contractor shall comply and shall ensure that all subcontractors comply with such provisions. In addition, the Contractor shall have and maintain Employers' Liability insurance with limits of \$1,000,000 per accident for bodily injury or disease before commencing the performance of the Work.

Before the Notice to Proceed is issued, the Contractor shall submit written evidence that the Contractor has obtained for the period of the Contract full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work. This insurance shall be in accordance with the requirements of the most current and applicable State Workers' Compensation Insurance Laws.

Builder's Risk Insurance - The Contractor shall purchase and maintain "All Risk or Special Form" Builder's Risk Insurance on a replacement cost basis in an amount equal to the full replacement cost of the Work on a completed value basis, including coverage for 'soft costs' such as design, engineering, and construction management fees. The builder's risk insurance shall cover all risks of loss, including but not limited to fire; lightning; windstorm; hail, explosion; riot; riot attending a strike; civil commotion; smoke damage; damage by aircraft or vehicles; vandalism and malicious mischief; theft; collapse; flood; and earthquake. This insurance shall name the City of Saratoga, its elected and appointed officials, employees, agents and servants and the Contractor as insureds, as their interests may appear, and shall include coverage including, but not limited to all damages or loss to the Work; to appurtenances; to materials and equipment to be used on the Project while the same are in transit or stored on or off the project site; and/or to construction plant and temporary structures. This insurance is required only if listed as a separate bid item in the bid schedule.

Coverage for acts of God, as defined in Public Contract Code Section 7105, in excess of five percent of the Contract amount is subject to separate coverage and is required only if listed as a separate bid item in the bid schedule.

Builder's Risk Insurance policies shall contain the following provisions:

- (1) CITY shall be named as loss payee.
- (2) The insurer shall waive all rights of subrogation against CITY.

Builder's Risk Insurance may have a deductible clause not to exceed the following limits:

- (1) If, pursuant to Public Contract Code Section 7105, CITY requires coverage for any damage to the work caused by an act of God, and has set forth the amount of the work to be covered and the insurance premium for such coverage as a separate bid item, the deductible for such coverage shall not exceed five percent (5%) of the value of the Work at risk at the time of the loss.
- (2) All other perils: \$5,000.

The Contractor shall be responsible for paying any and all deductible costs.

The policy shall provide CITY the right to occupy the premises without termination of the policy until acceptance of the project.

Proof of Coverage - Before the Notice to Proceed is issued, the Contractor shall furnish CITY with certificate(s) evidencing issuance of all required insurance and copies of the policy declaration or information page(s) and endorsements. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on amended ACORD forms and ISO endorsement forms or equivalent endorsement forms acceptable to CITY.

The certificate(s), policy declaration or information page(s), and endorsements are to be received and approved by CITY before work commences. Endorsements are not required for Workers Compensation or Builder's Risk Insurances. Such certificates of insurance shall provide that the insurance policy shall not be cancelable, nonrenewable, or otherwise be subject to material modification, except with thirty (30) days' prior written notice to CITY. Contractor shall also provide certificate(s) evidencing renewals of all insurance required herein, at least ten (10) days prior to the expiration date of any such insurance.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and other additional insureds or the Contractor shall procure a bond guaranteeing payment of losses, related investigations, claim administration, and defense expenses.

If the Contractor fails to comply strictly with all requirements of this section or if CITY receives any notice that any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

U. ABANDONMENT OR DELAY OF WORK

CITY reserves the right to terminate the Contractor's control of the Work in accordance with Section 8-1.08 ("Termination of Control") of the Caltrans Standard Specifications.

CITY reserves the right to terminate the contract in accordance with Section 8-1.11 ("Termination of Contract") of the Caltrans Standard Specifications.

CITY also reserves the right to terminate the Contract for any of the following reasons:

- The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor.
- The Contractor or any of its subcontractors violate any of the material provisions of the Agreement or fail to perform the Work within the time specified in the Contract Documents.
- The Contractor or any of its subcontractors should fail to make prompt payment to subcontractors or to suppliers for material or for labor.
- The Contractor or a subcontractor persistently disregards laws, ordinances, or the instructions of CITY or the Director of Public Works.
- The Contractor fails to abide by a proper stop work notice or fails to correct rejected work or materials.
- The Contractor fails to provide and keep in full force and effect all required insurance or fails to cause all subcontractors to so comply.

- The Contractor fails to supply a sufficient number of properly skilled workers or proper materials, or fails to diligently prosecute the Work.
- The Contractor commits any substantial violation of the Contract that constitutes a material breach of the Contract.

CITY may, without prejudice to any other right or remedy, give written notice to the Contractor of its intention to terminate the contract.

If, within seven (7) days of the delivery of such notice, the Contractor does not cease such violation or otherwise make satisfactory arrangements for a correction thereof, which arrangements are set forth in a written agreement signed by the Contractor and CITY, the Contractor's right to complete the Work shall cease and terminate.

If CITY terminates the Contractor's control for failure to correct the violation, it shall immediately give written notice of termination to the Contractor.

If CITY takes over the Work, it may prosecute the same to completion by contract or by any other method it deems advisable, for the account and at the expense of the Contractor. The Contractor shall be liable to CITY for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, CITY may, without liability, take possession of and utilize in completing the Work, the Contractor's materials and equipment to be incorporated into the Work, whether stored at the project site or elsewhere. Whenever the Contractor's right to proceed is terminated, the Contractor shall not be entitled to receive any further payment until the Work is finished.

If CITY terminates the Contract for cause, CITY may retain out of any funds due or to become due the Contractor the amount of the cost of completing the Work and any expense incidental to reletting the contract or performing the Work. CITY may also hold the Contractor and the Contractor's sureties responsible for such cost and expense, and for any damages resulting from the abandonment or failure. The Contractor shall not receive any further payment until the Work is complete.

V. ASSIGNMENT OF ANTI-TRUST CLAIMS

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties.

W. CONTRACTOR'S BOOKS AND RECORDS.

A. Contractor and its subcontractors shall establish and maintain records pertaining to this contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

B. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

C. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

D. Any records, data or documents required to be maintained pursuant to this Agreement shall be made available for inspection, copying or audit, at any time during regular business hours, upon written request by CITY or a designated representative for the purpose of auditing and verifying statements, performance, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. Copies of such documents shall be provided to CITY for inspection at City's facility when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in the Agreement.

E. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, CITY may, by written request, require that custody of the records be given to CITY and that the records and documents be maintained at City's facility. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

F. Pursuant to California Government Code Section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

SECTION GC-8 PROSECUTION AND PROGRESS

A. GENERAL

The prosecution and progress of the work shall conform to Section 8 of the Caltrans Standard Specifications and the Special Conditions.

B. SUBLETTING AND ASSIGNMENT

Attention is directed to Section 8-1.01 ("Subcontracting") of the Caltrans Standard Specifications which provides that the Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.

No subcontractors will be recognized as such, and all persons engaged in the work of construction will be deemed employees of the Contractor. The Contractor will be held responsible for all subcontractors' work, which shall be subject to the provisions of the Contract and specifications.

When a portion of the work that has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to CITY, the subcontractor shall be removed immediately on the requisition of CITY and shall not again be employed on the work.

Attention is directed to Section 8-1.02 ("Assignment") of the Standard Specifications. The performance of the Contract may not be assigned except upon written consent of CITY.

C. COMMENCEMENT OF WORK, PROGRESS, AND TIME FOR COMPLETION

The Contractor shall begin work within ten (10) working days after the date specified on the Notice to Proceed and shall diligently prosecute the same to completion within the time set forth in these Contract Documents.

D. HOURS OF WORK, HOLIDAYS, AND OVERTIME.

The Contractor shall perform all work during the working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday (unless otherwise noted below). If the Contractor wishes to work during any other hours or on weekends, the Contractor must obtain written permission from CITY. The request must be received at least two (2) working days in advance of any work.

No work will be allowed on CITY holidays except in an emergency. A listing of CITY holidays is available from the City Clerk's Office 13777 Fruitvale Avenue, Saratoga, California, 95070.

If Contractor requests overtime work in which CITY will incur costs, CITY reserves the right to bill the Contractor at time and one half to cover the costs incurred.

E. TEMPORARY SUSPENSION OF WORK

In accordance with Section 8-1.05 ("Temporary Suspension of Work") in the Caltrans Standard Specifications, the Director of Public Works or his designee shall have the authority to suspend the Work wholly or in part, for such a period as the Director of Public Works may deem necessary.

F. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall complete all or any designated portion of the work called for under the contract in all parts and requirements within the time set forth in the Special Conditions. The Contractor's attention is directed to Section 8-1.07 ("Liquidated Damages") of the Caltrans Standard Specifications which shall apply here. In addition to the foregoing liquidated damages, CONTRACTOR shall pay any fines, penalties or other monetary sanctions levied by any authority having jurisdiction over the Project on account of delays in completing the WORK not solely attributable to CITY, including but not limited to violations of discharge permit limits or other discharge restrictions.

The parties to the Contract agree that in case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in this Agreement damage will be sustained by the CITY. The parties further agree that it is and will be impracticable to determine the actual damage that the CITY will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the CITY the sum stated in the Notice Inviting Bids for each and every calendar day's delay beyond the time prescribed to complete the work. The Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the CITY may deduct the amount thereof from any monies due or that may become due the Contractor under the Agreement.

It is further agreed that if the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, CITY shall have the right to extend the time for completion. CITY is under no obligation to extend the time for completion. If CITY decides to extend the time for completion, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the Work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor will not be assessed liquidated damages or the cost of engineering and inspection during a delay in the completion of the Work caused by acts of God (as defined in Public Contract Code Section 7105) or of the public enemy; fire; floods; epidemics; quarantine restrictions; strikes; freight embargoes; unusually severe weather; and/or delays of subcontractors due to such causes, provided that the Contractor within fifteen (15) days from the beginning of any such delay notifies the Director of Public Works in writing of the causes of delay. The Director of Public Works shall ascertain the facts and the extent of delay, and the Director of Public Work's findings thereon shall be final and conclusive.

Except for the additional compensation provided for in Section 8-1.09 ("Right of Way Delays") of the Caltrans Standard Specifications, and except as provided in Public Contract

Code Section 7102, the Contractor shall have no claim for damage or compensation for any delay or hindrance.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for liquidated damages or engineering and inspection charges for any period of delay in completion of the work in excess of that expressly provided for in Section 8-1.07 of the Caltrans Standard Specifications.

G. LIMITS OF WORK

The "limits of work" are shown on the plans (where applicable). The Contractor shall make its own arrangements, and pay all expenses for additional area required outside of the limits of work unless provided in the Special Conditions.

H. UTILITY FACILITIES

The Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated, or otherwise rearranged.

If the Contractor while performing the Work discovers utility facilities not identified in the Contract Documents with reasonable accuracy, the Contractor shall immediately notify CITY and the utility owner. CITY shall arrange the removal, relocation, or protection of existing main or trunk line utility facilities located at the site of the Work but not identified in the Contract.

If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 9-1.03 ("Force Account Payment") of the Caltrans Standard Provisions, including payment for equipment on the Project necessarily idled during such work.

Contractor will not be entitled to damages or additional payment for delays caused solely by the failure of CITY, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not identified in the Contract Documents, except for equipment necessarily idled during such work.

Contractor will not be assessed liquidated damages for delay in completing the work solely attributable to the failure of CITY, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not indicated in the Contract Documents.

The right is reserved by CITY and by the owners of facilities or their authorized agents to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

Attention is directed to the possible existence of underground facilities not known to CITY, or in a location different from that which is shown on the plans or in the Special Conditions. The Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling USA to mark utilities. See GC-7(L).

I. COMPENSATION

Full compensation for conforming to the requirements of this section shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor, except that this provision does not constitute a waiver, alteration, or limitation of the applicability of California Public Contracts Code Section 7102.

SECTION GC-9 MEASUREMENT AND PAYMENT

A. GENERAL

Attention is directed to Section 9 ("Measurement and Payment") of the Caltrans Standard Specifications which includes procedures for determination of payments, compensation for extra work by force account, partial payments, and final payments.

B. SCOPE OF PAYMENT

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

In accordance with Public Contract Code Section 9203, for any public work contract with a total cost greater than five thousand dollars (\$5,000) progress payments shall not be made in excess of ninety-five percent (95%) of actual Work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, CITY, and unused.

In all contracts with subcontractors, the contractor shall comply with Public Contract Code Section 7200 regarding the percentage of retention proceeds withheld.

Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

Contractor shall submit certified payroll reports with each payment request.

CITY shall review each payment request and tender payment in accordance with Public Contract Code Section 20104.50.

No compensation will be made in any case for loss of anticipated profits. Contractor shall include with each estimate for payment a "Conditional Waiver and Release Upon Progress Payment" form as prescribed in Civil Code Section 3262 signed by all subcontractors, material suppliers, equipment lessors and other parties covering labor, materials, equipment or services included in the pay estimate. Within thirty (30) days of the date CITY makes payment to the Contractor on an estimate for payment, the Contractor shall obtain and submit to Owner "Unconditional Waiver and Release Upon Progress Payment" in the form prescribed in Civil Code Section 3262 from the same subcontractors, suppliers, equipment lessors and others. These forms are included at the end of the General Conditions Section, following subsection GC-13.

C. EXTRA AND FORCE ACCOUNT WORK

Extra work as herein before defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided, and as provided in Section GC-4 (F) of the General Conditions. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing or by force account as provided in Section 9-1.03 ("Force Account Payment") of the Caltrans Standard Specifications.

D. STOP NOTICES

CITY, by and through appropriate City of Saratoga office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims stated in stop notices filed pursuant to Civil Code Sections 3179 et seq. and to provide for the cost of any litigation thereunder.

E. PAYMENT

Upon final approval and acceptance of the work by CITY, Contractor shall be paid all sums of money in accordance with the terms and conditions as outlined in the Contractor's submittal of City's Bid Form.

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

F. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS

Pursuant to Public Contract Code Section 22300, the Contractor may substitute securities for any monies retained to ensure performance. At the request and expense of the Contractor, securities equivalent to the amount retained shall be deposited with CITY, or with a state or federally chartered bank in California as the escrow agent, and CITY shall then pay such monies to the Contractor. Alternatively, the Contractor may request that CITY make payment directly to the escrow holder, to be invested at the Contractor's expense and direction.

Eligible securities shall include those listed in Government Code Section 16430, or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and CITY. The

Contractor shall be the beneficial owner of any securities substituted for monies, and shall receive any interest on such securities.

Any escrow agreement shall be substantially similar in form to the form of escrow agreement included in Public Contract Code Section 22300(f).

G. FINALIZING PROGRESS PAYMENT

CITY shall, after the completion of all Work required under the Contract, make a final estimate of the amount of work done, and the value of such work, and CITY shall pay ninety percent (90%) of the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract Documents.

H. FINAL PAYMENT

The 10% retained by CITY after each progress payment is made shall be due and payable to the Contractor after the expiration of thirty-five (35) days from the date of recordation of the Notice of Completion following acceptance of the Work by CITY. It is expressly understood that said final payment or a portion thereof may not be paid to the Contractor if any stop notices are properly filed.

No certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of CITY, and no payments shall be construed to be acceptance of any defective work or improper materials.

Payment by CITY of the final undisputed amount due under the Contract, including payment based upon adjustments for any work done in accordance with any alterations of the Contract Documents, shall be contingent upon the Contractor furnishing CITY with a release of all claims against CITY arising by virtue of the contract related to those amounts. In the event the Contractor has any such claims, such claims in stated amounts may be specifically excluded by the Contractor from the release, in which case the payment by CITY may be of only undisputed amounts.

I. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

If, within a period of one (1) year after final acceptance of the work performed under this contract, any structure furnished, installed, constructed, and/or caused to be installed or constructed by the Contractor, or any of the work done under this contract, fails to fulfill any of the requirements of the Contract Documents, the Contractor shall without delay and without any cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. Should the Contractor fail to act promptly or in accordance with this requirement, or should the situation require that repairs or replacements be made before the Contractor can be notified, CITY may, at its option, make the necessary repairs or replacements or perform the necessary work and the Contractor shall pay to CITY the actual cost of such repairs plus 25%.

J. FISCAL AGENT PAYMENT

With certain exceptions, all monies for the progress payments and final payment under the contract will be sent to the Contractor. CITY will send, by first-class mail, warrants payable to the Contractor to the mailing address specified on the separate payment request certified and approved by CITY.

K. CLAIMS PROCEDURES

Attention is directed to the provisions in Section 9 ("Measurement and Payment") of the Caltrans Standard Specifications regarding notice of claims or potential claims, which shall apply to any and all claims, including requests for additional compensation and/or an adjustment in the time for performing the Work. Claims shall be resolved by arbitration as described in Section 9-1.10 of the Caltrans Standard Specifications.

SECTION GC-10 DUST CONTROL

The Contractor shall provide suitable means for dust control by applying either water or dust palliative for operations within the limits of the Work. Dust control work shall be performed in such manner to prevent dust at all times, including during non-working hours. Full compensation for providing dust control shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

If dust control is not performed in a manner satisfactory to the Director of Public Works, then either (i) work shall be suspended until the dust control measures are sufficient or (ii) dust control may be performed by CITY, or its designee, and CITY will deduct all costs it incurs performing dust control plus twenty-five percent (25%) from amounts due or that become due to Contractor.

SECTION GC-11 RESERVED

SECTION GC-12 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the following conditions are disturbed, notify CITY in writing of any:

- a) Material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
- b) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

CITY shall promptly investigate the conditions. If it finds that such conditions do materially differ from conditions indicated in the Contract Documents or ordinarily encountered in work of this character, or do involve hazardous waste, and cause an increase or decrease in the Contractor's costs or the time needed to perform any part of the Work, CITY shall issue a change order under the provisions described in the Contract Documents. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents. In the event a dispute arises between CITY and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's costs or the time needed to perform any part of the Work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by the Contract Documents or by law that pertain to the resolution of disputes and protests.

SECTION GC-13 ARCHAEOLOGICAL EXAMINATION

If archaeological materials are uncovered during grading, trenching or other excavation, earthwork within 100 feet of these materials shall be stopped until a professional archaeologist certified by the Society of California Archaeology (SCA) and/or by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and to suggest appropriate mitigation measures as necessary.

In the event the work of archaeological examination and related work delays the Contractor's work, he shall be entitled to an extension of time to complete the work equal to the number of working days the Work is thus delayed. However, the Contractor shall have no claim for compensation as a consequence of delay of the Work for the period of time required by CITY for such archaeological examination and related work.

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from _____
(Maker of Check) in the sum of \$_____ (Amount of Check) payable to _____

_____(Payee or Payees of Check) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of CITY located at_____ (Job Description) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to_____ (Your Customer) through _____ (Date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order that has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

DATED: _____, 20__

By _____

Its _____

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from _____
in the sum of \$_____ payable to _____

_____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of the City of Saratoga located at _____ (Job Description). This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of \$_____. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

DATED: _____

By _____

Its _____

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of \$_____ for labor, services, equipment or material furnished to _____ (Your Customer) on the job of City of Saratoga located at _____ (Job Description) and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to _____ (Your Customer) through _____ (Date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order that has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

DATED: _____

By _____

Its _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full for all labor, services, equipment or material furnished to: _____ (Your Customer) on the job of the City of Saratoga located at _____ (Job Description) and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$_____.

DATED: _____

By _____

Its _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM

SPECIAL CONDITIONS

1. SPECIAL QUALIFICATIONS

None in addition to those listed in the Notice Inviting Bids.

2. SPECIALTY WARRANTIES

In addition to the standard Warranties for overall workmanship and landscaping work identified in Section 6 of the Contract for Construction, the following specialty warranties are required: None beyond Section 6.

3. AWARD

The award of the contract, if it is to be awarded, will be to the lowest responsive responsible bidder whose proposal complies with all the requirements of the bid documents. The low bid will be determined based upon: Sum of base bid and all add alternates. The City will consider all add alternatives in determining the low bid, but may not elect to include all of the alternatives in the work.

4. ORDER of WORK

The Contractor shall provide for the orderly progression of work. The Contractor is advised of the following constraints or City requirements with respect to order of work:

Contractor may work at only three intersections at a time, and all work at the three intersections must be fully complete before Contractor starts work on the next three intersections. The following shall be the order of work:

1. Intersection 1: Saratoga-Sunnyvale Rd – Ried Ln
 2. Intersection 2: Saratoga-Sunnyvale Rd – Herriman Ave
 3. Intersection 3: Saratoga-Sunnyvale Rd – Blauer Dr
- Next Group:
4. Intersection 1: Saratoga-Sunnyvale Rd – Pierce Rd
 5. Intersection 2: Saratoga-Sunnyvale Rd – Cox Ave
 6. Intersection 3: Saratoga-Sunnyvale Rd – Seagull Way

5. LIMITS of WORK

Contractor is advised that the City will provide off-site areas for Contractor activities as follows: None required.

6. TESTING

Contractor is advised that the following special testing requirements apply:

No Special Testing Required.

7. SOUND CONTROL

Contractor shall implement the following sound control measures: No special requirements beyond City Noise Ordinance.

8. PERMITS AND LICENSES

The Contractor is required to have a City of Saratoga Business License prior to commencing work. The City of Saratoga has obtained the following permits in connection with the Work: None required.

9. PUBLIC CONVENIENCE & SAFETY

Contractors will be required to minimize construction impacts to the surrounding business and residential communities. Contractor shall not perform work on the following streets or in the following areas during the periods defined below: None.

10. HOURS of WORK

Two (2) lanes of traffic shall be maintained at all times between the hours of 4:00 PM and 9:00 AM. Traffic may be restricted to one (1) lane only between the hours of 9:00 AM and 4:00 PM. Contractor is advised that operations may be performed outside the normal hours (8:00 am to 5:00 pm Monday-Friday and between 9:00 a.m. to 5:00 p.m., on Saturday) of work only as follows: Special written permission by the City.

11. MITIGATION MEASURES

As part of the environmental review process, the City of Saratoga has agreed to the following mitigation measures, which measures are part of the Work.

- Storm Water Pollution Control Measures

Contractor shall comply with all mitigation measures and shall complete the mitigation measures to the satisfaction of all agencies with jurisdiction.

12. MILESTONES and SCHEDULES

A. Construction Progress Schedule.

The Contractor shall prepare and submit the Contractor's Initial Construction Schedule within ten (10) calendar days after the issuance of the Notice to Proceed. The Initial Construction Schedule shall be in a form acceptable to the Engineer, and shall be produced using Microsoft Projects or other software acceptable to CITY. Contractor shall provide the Initial Schedule in electronic format acceptable to City.

Activity durations shall be the total number of actual days required to perform the work including consideration of weather impacts. Area codes shall distinguish construction activities related to individual buildings or areas within buildings (i.e. locker rooms) and site work.

Contractor staff preparing schedules shall be qualified and experienced in the scheduling method specified and capable of fulfilling the scheduling requirements of this section for the duration of the contract.

The Engineer will meet with the Contractor to review and comment on the Contractor's Initial Schedule within five (5) days of its receipt. The Contractor will finalize and re-submit the schedule within five (5) days of the review meeting. Upon favorable review by the Director of Public Works, the Initial Schedule will become the project Baseline Contract Schedule. The Baseline Schedule shall not be revised without written approval of the City. CITY shall have the right to withhold progress payments from the Contractor at its discretion if the Contractor fails to finalize and obtain approval for the Baseline Contract Schedule within the prescribed period.

Failure of the Contractor to incorporate all elements of work required for the performance of the contract or any inaccuracy in the Baseline Contract Schedule shall not excuse the Contractor from performing all work required for a completed project within the specified contract time period, notwithstanding CITY's Representatives favorable review of the Baseline Contract Schedule.

B. Monthly Interval Updates.

The Contractor shall submit an up dated Schedule of the work at least once each month. Schedule updates are an essential part of each progress payment application. CITY will not process progress payment applications without an updated schedule in the specified format.

The monthly schedule updates shall include:

The Contractor's estimated percentage complete (progress) for each activity in progress.

Actual start/finish dates for activities.

Identification of errors, if any, from the previous updated schedule.

C. Short Interval Schedule

Short Interval Schedules (SIS) shall be submitted to the Engineer at every weekly site meeting. The Interval shall be three weeks and shall include the past week, the week submitted and the week thereafter. The SIS may be prepared by hand. The SIS shall be based on the Contract Schedule and shall be in bar chart form. The SIS shall be in sufficient detail to evaluate the Contractor's performance in the preceding week and planned progress in upcoming weeks vis a vis the Contract Schedule and Updates thereof.

D. Float Time

Float or slack time is defined as the amount of time between the earliest start date and the latest start date or the earliest finish date and the latest finish date of a scheduled activity. Float or slack time is not for the exclusive use or benefit of either the Contractor or CITY. The Contractor acknowledges and agrees that actual delays affecting path of activities containing float will not have any effect upon the Contract completion date, provided that the actual delay does not exceed the float time associated with those activities.

E. Construction Schedule Revisions

If during the process of schedule updating it becomes apparent that the Construction Schedule no longer represents the actual prosecution and progress of the work, City may require the Contractor to submit a revised schedule at no additional cost to CITY. CITY shall have the right to withhold progress payments from the Contractor at its discretion, if the Contractor fails to submit a timely, detailed and workable schedule. Updating the construction schedule to reflect actual progress shall not be considered to be a revision of the Schedule.

If actual progress of the Work falls fourteen (14) days behind the most recent schedule update favorably reviewed by Engineer, Contractor shall prepare and submit a recovery schedule within five (5) working days of a written request to explain and display how Contractor intends to reschedule activities (including increasing working hours, shifts, days, or equipment) to regain compliance with the Construction Schedule.

F. Final CPM Schedule at Completion of Contract

At the completion of the contract and prior to the release of any bonds or final payment by CITY, the Contractor shall submit a final CPM schedule, showing the actual sequence and duration of activities.

G. Early Completion of Project

In the event the Contractor wishes to complete work earlier than the specified contract completion date, and CITY and Director of Public Works approve such earlier completion, the following conditions apply:

Approval by CITY of Contractor's proposed earlier completion date shall not change the contract completion date. Contractor shall not, under any circumstances, receive additional compensation from CITY for indirect, general, administrative or other forms of overhead costs, for the period between the time of earlier completion proposed by the Contractor and the official contract completion date.

H. Time Extension Requests

The monthly Updated construction schedules submitted by the Contractor shall not show a completion date later than the Contract Time, subject to any time extensions granted by CITY.

If the Contractor believes that it is entitled to an extension of the Contract Time due to a Change Order, delay/disruption or other event beyond its control, the Contractor, within ten (10) working days of the qualifying event(s), shall submit:

1. A Time Extension Request notification letter with a detailed narrative justifying the time extension requested;
2. Analysis of the delay impact, identifying all schedule activities that are affected by the subject occurrence;
3. A tabular report of the qualifying schedule the analysis is based on; and
4. A schedule analysis entitled "Time Extension Request Schedule" that incorporates the findings of the analysis of delay impact into the latest update of the project schedule.

Time extension request schedules shall be time scaled, utilizing a computer generated network analysis unless otherwise approved by the Director of Public Works. The time extension request shall forecast the adjusted project completion date and impact to any intermediate milestones.

Contract time extensions shall be granted only to the extent the equitable time adjustments to the activity or activities affected by a change order or delay/disruption exceed the total float of a critical activity (or path) and extend the Contract Completion Date.

When Contractor does not submit a Time Extension Request within ten (10) working days, it is mutually agreed that the particular Change Order (including Proposed Change Order) or delay/disruption does not affect the construction schedule and hence no time extension is due to the Contractor.

CITY shall have no obligation to consider any time extension request if the Contractor does not comply with the requirements of the Contract Documents. CITY shall not be responsible or liable to the Contractor for any constructive acceleration due to failure of CITY to grant time extensions under the terms of this contract, should Contractor fail to comply with the time extension submission and justification requirements stated herein.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS

The following statements as to the experience and qualifications of the bidder are to be submitted with the Contract Bid, as a part thereof. The bidder warrants that the information provided is true and accurate.

The bidder has been engaged in the contracting business, under the present business name, for _____ years. Experience in work of a nature similar to that covered in the Bid extends over a period of _____ years.

The bidder, as a contractor, has successfully completed at least two (2) projects of like magnitude, comparable difficulty and rates of progress to the work, including: (list two or more projects).

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to the Contractor, except as follows: (name any and all exceptions and reasons therefor).

The bidder has satisfactorily completed the following contracts in the last three (3) years, for the owner indicated, and to whom reference is made (list five contracts). (Provide a contact person and telephone number for each project.)

CONTRACT	YEAR	TYPE OF WORK	AMOUNT	CONTACT
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The names of all persons interested in the foregoing bids as principals are as follows: (NOTE: If Bidder or other interested person is a corporation, state the legal name of the corporation, along with the names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of the firm, also the names of all individual partners composing the firm; if a limited partnership, the names of all general partners and limited partners; and if Bidder or other interested person is an individual, state first and last names in full.)

Contractor's License Number:

License Renewal Date:

BID FORM

**CONTRACT BID
TO
CITY OF SARATOGA**

FOR

CITY WIDE ACCESSIBLE PEDESTRIAN SIGNAL UPGRADES – PHASE I

Name of Bidder _____ of
Business Address _____
Telephone (____) _____ and (____) _____ Facsimile (____) _____

TO THE CITY COUNCIL OF THE CITY OF SARATOGA:

Pursuant to and in compliance with your Notice Inviting Bids for **CITY WIDE ACCESSIBLE PEDESTRIAN SIGNAL UPGRADES – PHASE I**, Project No. _____, and the other Contract Documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, the current general prevailing wage rates, local conditions affecting the performance of the Project, the character, quality, quantities and scope of the work, and the cost of the work at the place of performance, hereby proposes and agrees, within the time stipulated in the Contract Documents, to furnish to the City of Saratoga all of the transportation, materials, equipment, tools, excavation, sheeting, shoring, bracing, supports, plant and other facilities, labor, services, permits, utilities, and other items necessary to conduct and complete said work, all in strict conformity with the Contract Documents, including Addenda Nos. ____, ____, and ____ on file in _____, for the total price of _____ dollars (\$_____).

Pursuant to Labor Code Section 6705, if the work to be performed includes trenching or excavation more than five feet (5') in depth and the total contract price exceeds twenty-five thousand dollars (\$25,000), the Contractor must submit and the Director of Public Works must approve in advance of excavation 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.

Pursuant to Labor Code Section 6707, if the work to be performed includes trenching or excavation more than five feet (5') in depth, each bid must contain, set forth as a separate bid item, sheeting, shoring, and bracing or equivalent method for protecting workers.

Sheeting, shoring or bracing: _____ dollars
(\$_____)

(All such costs are included in the total price set forth above.)

Bidder acknowledges receipt of the following addendum or addenda during the bidding period and represents that the information contained in the addendum or addenda has been considered in the preparation of this bid proposal: Addendum

_____.

NOTE: failure to acknowledge receipt of all addenda may be considered an irregularity in the bid proposal.

Bidder declares that the only persons or parties interested in this bid are those named herein, and that this bid is made without collusion with any person, firm or corporation. Bidder proposes and agrees, if the bid is accepted, that Bidder will execute a contract with CITY, in strict conformity to the Contract Documents, in the form set forth in the Contract Documents, and will perform the entire work for the prices set forth in the attached Bid Schedule, upon which the award of contract is made.

BID SCHEDULE

Base Bid Item	QTY	Unit	Description	Total
1	1	LS	Mobilization and Demobilization	
2	1	LS	Maintain Traffic	
3	1	LS	Prepare Water Pollution Control Program	
4	16	EA	Temporary Drainage Inlet Protection	
5	1	LS	Construction Area Signs	
6	1	EA	Modify Inlet	
7	70	CY	Remove Base And Surfacing	
8	1	EA	Remove Inlet	
9	180	LF	Remove Asphalt Concrete Dike	
10	500	LF	Remove Concrete (Curb and Gutter)	
11	450	SQFT	Remove Concrete (Sidewalk)	
12	1,600	SQFT	Remove Concrete (Curb Ramp)	
13	1	EA	Relocate and Reset Monument to Grade	
14	1	LS	Clearing and Grubbing	
15	1	LS	Sawcut and Conform	
16	80	TON	Hot Mix Asphalt (Type A)	
17	270	LF	Asphalt Concrete Dike (Type A)	
18	4	EA	Concrete Inlet	
19	150	LF	18" Reinforced Concrete Pipe	
20	53	LF	Minor Concrete (Curb)	
21	520	LF	Minor Concrete (Curb and Gutter)	
22	130	SQFT	Minor Concrete (Valley Gutter)	
23	232	SQFT	Minor Concrete (Driveway)	
24	1,230	SQFT	Minor Concrete (Sidewalk)	
25	2,630	SQFT	Minor Concrete (Curb Ramp)	
26	16	SQFT	Minor Concrete (Median Island)	
27	53	SQFT	Pavement Marking	
28	1	EA	Reset Bench Mark and Submit Reset Procedures (See Attachment)	
29	1	LS	Signal Modification (Location 1)	
30	1	LS	Signal Modification (Location 2)	
31	1	LS	Signal Modification (Location 3)	
32	1	LS	Signal Modification (Location 4)	
33	1	LS	Signal Modification (Location 5)	
34	1	LS	Signal Modification (Location 6)	
			TOTAL PROJECT COST	

			Alternate Bid Items
Bid Item	QTY	Unit	Description
			Add Alternative #1
16A	1	TON	Hot Mix Asphalt (Type A)
17A	60	LF	Asphalt Concrete Dike (Type A)
18A	1	EA	Concrete Inlet
19A	114	LF	18" Reinforced Concrete Pipe
			Add Alternative #2
18B	EA	2	Concrete Inlet
19B	LF	35	18" Reinforced Concrete Pipe
21B	LF	20	Minor Concrete (Curb and Gutter)
			Add Alternative #3
18C	EA	1	Concrete Inlet
19C	LF	20	18" Reinforced Concrete Pipe
TOTAL BASE AND ALTERNATE BID ITEMS			

BONDS

BID BOND

KNOWN ALL PERSONS BY THESE PRESENTS that,

hereinafter called the PRINCIPAL, and _____, a corporation duly organized under the laws of the State of having its principal place of business at _____ in the State of _____ and authorized to do business in the State of California, hereinafter call the SURETY, are held and firmly bound unto the City of Saratoga, hereinafter called the OBLIGEE, on order, in the sum of _____ Dollars (\$ _____) (being at least ten percent (10%) of the total amount of PRINCIPAL 's bid) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the PRINCIPAL has submitted its Bid for the project entitled **CITY WIDE ACCESSIBLE PEDESTRIAN SIGNAL UPGRADES – PHASE I**, Contract No. _____ to the OBLIGEE, said Bid, by reference thereto; being hereby made a part hereof.

NOW, THEREFORE, if said Bid is rejected or, in the alternative, if said Bid is accepted and the PRINCIPAL signs and delivers a Contract and furnishes a Performance Bond and Payment Bond, in the form and within the time required by the Bid and the Contract Documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the PRINCIPAL shall be forfeited to the OBLIGEE, it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL shall be the amount of this obligation as herein stated, as liquidated damages. Such forfeiture and liquidated damages under this bond shall be without prejudice to the OBLIGEE'S right to pursue any excess actual damages from the PRINCIPAL for breach of contract or otherwise.

The SURETY, for value received, hereby agrees that the obligations of said SURETY and its bond shall not be impaired or affected by any extension of the time within which the OBLIGEE may accept such Bid, and the SURETY hereby waives notice of any such extension.

In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay, in addition to the sum set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorney's fees and expert witness fees, to be fixed by the court.

Signed this _____ day of _____, 2009

PRINCIPAL

BY _____

SURETY

BY _____

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Saratoga, California (hereinafter referred to as "Owner") and _____, (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of the **CITY WIDE ACCESSIBLE PEDESTRIAN SIGNAL UPGRADES – PHASE I** (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and _____ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto Owner in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor timely performs each and every obligation under the Construction Contract, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. Surety's obligation under this Performance Bond shall arise after:

3.1 Owner has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that Owner has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Construction Contract; and

3.2 Owner has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with Owner.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated bids from qualified contractors acceptable to Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Owner and the contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by Owner resulting from Contractor's Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment thereof to Owner; or

2. Deny liability in whole or in part and notify Owner citing specific reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which Owner and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of Owner to Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by Owner of the Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

- 6.1 The responsibilities of Contractor for correction of defective work, materials and equipment and completion of the Construction Contract;
- 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators or successors.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.
10. Notice to Surety, Owner or Contractor shall be mailed or delivered to the address, or sent via facsimile to the facsimile number, shown on the signature page.

11. DEFINITIONS

11.1 Balance of the Agreement Price: The total amount payable by Owner to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.

11.2 Construction Contract: The agreement between the Owner and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as Principal

SURETY

By: _____

By: _____

Its: _____

Its: _____

Address: _____

Address: _____

FAX: _____

FAX: _____

Note: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond.

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Saratoga, California (hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of the **CITY WIDE ACCESSIBLE PEDESTRIAN SIGNAL UPGRADES – PHASE I** (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond to secure payment for all work, labor, materials, equipment or services furnished in connection with the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and _____ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Payment Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner to pay for work, labor, materials, equipment, services, or other items furnished for use and actually used in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds Owner harmless from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for work, labor, materials, equipment, services or other items furnished for use in the performance of the Construction Contract, provided Owner has promptly notified Contractor and Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described below) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Payment Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, as required by and conforming with Civil Code Sections 3252 and 3091; and
 - .2 Not having been paid within thirty (30) days of sending the required notice, have sent a written notice to Surety (at the address described below) and sent a copy to the Owner, stating that a claim is being made under this Payment Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. When the Claimant has satisfied the conditions of Paragraph 4, Surety shall promptly and at Surety's expense take the following actions:
 - 5.1 Send an answer to the Claimant, with a copy to Owner, within 20 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 5.2 Pay or arrange for payment of any undisputed amounts.
6. Surety's total obligation shall not exceed the amount of this Payment Bond, and the amount of this Payment Bond shall be credited for any payments made in good faith by Surety.
7. Amounts owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Performance Bond. By Contractor furnishing and Owner accepting this Payment Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work or the satisfaction of Owner's claims, including liquidated damages, under the Construction Contract.
8. Surety shall not be liable to Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. Owner shall not be liable for payment of any costs or expenses of any Claimants under this Payment Bond, and shall have under this Payment Bond no obligation to make

payments to, give notices on behalf of, or otherwise have any obligation to Claimants under this Payment Bond.

9. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as costs.

11. Notice to Surety, Owner or Contractor shall be mailed or delivered to the address shown on the signature page.

12. This Payment Bond has been furnished to comply with Civil Code Sections 3247 through 3252. Any provision in this Payment Bond conflicting with those statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Payment Bond shall be construed as a statutory bond and not as a common law bond.

13. Upon request by any person or entity appearing to be a potential beneficiary of this Payment Bond, the Contractor shall promptly furnish a copy of this Payment Bond or shall permit a copy to be made.

14. DEFINITIONS

14.1 Claimant: An individual or entity identified in California Civil Code Sections 3181 or 3248.

14.2 Construction Contract: The agreement between Owner and Contractor identified above, including all Contract Documents and changes thereto.

CONTRACTOR, as Principal

SURETY

By: _____

By: _____

Its: _____

Its: _____

Address: _____

Address: _____

FAX: _____

FAX: _____

Note: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond.

CONTRACT FOR CONSTRUCTION

CITY WIDE ACCESSIBLE PEDESTRIAN SIGNAL UPGRADES – PHASE I

THIS CONTRACT FOR CONSTRUCTION is made and entered into this _____ day of _____, 20__, by and between the City of Saratoga, a municipal corporation (herein called CITY) and _____, a California corporation, a partnership or an individual (*circle one*) located at _____, herein called Contractor.

RECITALS

A. WHEREAS, the City has caused to be prepared in the manner prescribed by law, plans, specifications and other contract documents for the public work of construction [insert project name and contract number] herein described and shown and has approved and adopted the Contract Documents, including the specifications and plans, and has caused to be published in the manner and for the time required by law a Notice Inviting Bids for the work described in the Contract Documents, and

B. WHEREAS, the Contractor in response to the City's Notice has submitted to the City a sealed bid proposal accompanied by a bid guaranty in an amount not less than ten percent (10%) of the amount bid for the construction of all of the proposed work in accordance with the terms of the Contract Documents, and

C. WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and declared the bids submitted and as a result has determined and declared the Contractor to be the lowest responsible bidder and has duly awarded to the Contractor a contract for all of the work and for the sum or sums named in the bid proposal and in this Contract.

Accordingly, CITY and Contractor agree as follows:

- (1) **CONTRACT SUM:** CITY agrees to pay, and the Contractor agrees to accept, in full payment for the above work, the sum of _____ dollars (\$ _____) to be paid in accordance with the Contract Documents.
- (2) **COMPLIANCE WITH LAW:** CITY is a public agency. All provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by the Contractor.
- (3) **CONTRACT DOCUMENTS:** The following Contract Documents relating to this Contract for Construction are hereby made a part of and incorporated by reference into this Contract:

The Notice Inviting Bids

Information for Bidders
Statement of Experience and Qualifications Bid Form
Contract Proposal,
Faithful Performance Bond
Labor and Materials Payment Bond
Contractor's Certificate Regarding Worker's Compensation
Certificate of Insurance and Endorsements,
Affidavit Concerning Conflicts of Interest and Noncompetitive Practices
Fair Employment Practices Certificate
General Conditions, Special Conditions and Attachments thereto,
State of California Department of Transportation Standard Plans and
Specifications, current year
Plans and Specifications,

and supplemental agreements, certifications, and endorsements applicable to this work, with all modifications incorporated in said documents prior to receipt of the Contract Proposals.

Any work called for in one contract document not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents.

This Agreement (including all documents referred to above and incorporated herein) represents the entire and integrated Agreement between CITY and Contractor for the Project and supersedes all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, as provided in the General Conditions.

- (4) **PROHIBITED INTEREST.** Contractor represents that to the best of its knowledge no director, officer, or employee of CITY has any interest, contractual or non-contractual, financial or otherwise, in this transaction or in the business of Contractor. If any such interest comes to the knowledge of Contractor at any time, a full and complete disclosure of all such information shall be made in writing to CITY, even if such interest would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California. No

member, officer, or employee of CITY or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds therefrom.

- (5) **NOTICES.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery, fax or mail. Mail shall be sent registered or certified, postage pre-paid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses set forth below, but each party may change its address by written notice in accordance with this paragraph. Notices delivered personally shall be effective immediately. Notices sent by mail shall be effective one (1) day after mailing. Notices sent by facsimile shall be effective upon transmission to the number set forth below.

CITY OF SARATOGA

Public Works Director
City of Saratoga
13777 Fruitvale Ave.
Saratoga, CA 95070
(408) _____

CONTRACTOR

- (6) **WARRANTIES.** The Contractor hereby warrants and guarantees for one (1) year from and after the date of completion of the services provided for in this Agreement that said materials and labor necessary for the **CITY WIDE ACCESSIBLE PEDESTRIAN SIGNAL UPGRADES – PHASE I,** shall operate as provided for in the Technical Specifications and Contract Documents. During the term of this warranty, Contractor shall provide all materials, parts and labor, at its own expense, which are necessary to repair and/or correct any and all defects, installation or operational failures in the equipment from any cause. Notwithstanding the foregoing, Contractor shall not be required to bear the expense of correction of any failure in the equipment that is caused solely by the negligence or willful misconduct of City. The warranties of each part or component supplied are in addition to the warranties required of Contractor in the Contract Documents.
- (7) **Waiver.** No waiver of any breach of the terms, conditions or covenants of this contract shall be construed to be a waiver of any succeeding breach of the same or any other covenants, conditions or terms of this contract. The waiver by any party of a breach of this Contract shall not constitute a continuing waiver, or a waiver of any subsequent breach, either of the same or of different provision of this Contract.
- (8) **Time of the Essence.** Time is of the essence in this contract.

- (9) **Controlling Law.** This contract and all matters relating to it shall be governed by the laws of the State of California.
- (10) **Entire Agreement.** It is expressly agreed between CITY and Contractor that this contract, including the documents listed in paragraph 3 and incorporated herein, expresses the complete agreement between the parties and supersedes all prior oral or written negotiations, agreements and understandings between them regarding the subject matter hereof. This Agreement may be amended only by written agreement between the parties as provided in the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

This Agreement is executed by CITY upon approval by the Council at its regular scheduled meeting of _____, and the Contractor has caused this Agreement to be duly executed.

CITY OF SARATOGA

CONTRACTOR:

By: _____
[NAME, TITLE]
Contractor)

By: _____
(Authorized Representative of

Dated: _____, 20__

Printed Name: _____

Title: _____

(Attach Acknowledgment for Authorized Representative of Contractor)

Contractors License No.: _____
Expiration Date: _____

ATTEST:

_____, 20__

Dated:

APPROVED AS TO FORM:

[NAME],
City Attorney

(Contractor Signatures must be Notarized)

REQUIRED CERTIFICATIONS

Bidders Checklist

All forms must be properly signed and returned with Bid.

Statement of Experience and Qualifications

Bid Form

Bid Surety

Certificate Regarding Workers Compensation

Non Collusion Affidavit

Proposed Major Material Suppliers

Proposed Subcontractors

Affidavit Concerning Conflicts of Interest and Noncompetitive Practices

Fair Employment Practices Certificate

Contractor's Response Form

Certification Concerning Control of Employee of Contractor

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Contract with the CITY OF SARATOGA, for the construction of:

CITY WIDE ACCESSIBLE PEDESTRIAN SIGNAL UPGRADES – PHASE I

Labor Code Section 3700 provides in relevant part:

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

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

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

Dated: _____, 20__
(Contractor)

By _____

(Official Title)

(SEAL)

Note: Labor Code Section 1861, provides that the above certificate must be signed and filed by the Contractor with CITY prior to performing any work under this contract.

(Contractor Signatures must be Notarized)

NONCOLLUSION AFFIDAVIT

State of California

County of _____ ss.

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

Signed: _____

Date: _____

Bidder's Name: _____

PROPOSED MAJOR MATERIAL SUPPLIERS

The bidder is required to furnish the following information on major materials and manufacturers. No changes will be allowed in materials or manufacturers without the prior approval of CITY.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Signature of Bidder

Date

PROPOSED SUBCONTRACTORS

Pursuant to the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 et seq.), the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvements, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor'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 one percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. Additional supporting data may be attached to this page. Each page shall be sequentially numbered, headed "Proposed Subcontractors" and shall be signed.

NAME	BUSINESS ADDRESS	DESCRIPTION AND COST OF WORK	% OF WORK

After the award of contract, substitutions of the above-listed proposed subcontractors may only be made with the prior approval of CITY in accordance with Public Contract Code Section 4104.

Signature of Bidder

Date

**AFFIDAVIT CONCERNING CONFLICTS OF INTEREST AND
NONCOMPETITIVE PRACTICES**

State of _____) **ss**

County of _____)

- A. Conflict of Interest.** That the Contractor by entering into this contract with CITY to perform or provide work, services or materials to CITY has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representative hereafter acquires such a conflict of interest, it shall immediately disclose such interest to CITY and take action immediately to eliminate the conflict or to withdraw from this contract, as CITY may require.
- B. Contingent Fees and Gratuities.** That the Contractor, by entering into this Contract with CITY to perform or provide services or material for CITY has thereby covenanted, and by this affidavit does again covenant and assure:
1. That no person or selling agency except bona fide employees or designated agents or representative of the Contractor has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid; and
 2. That no gratuities, in the form of entertainment, gifts or other, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of CITY or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.
 3. That no contracts of communication or lobbying efforts were made by Contractor, its agents or officer with any member of the Council, any board or commission, or the staff of the City of Saratoga with regard to this process.

Company Name

By

Title

Subscribed and Sworn to before me

This _____ day of _____, 20____.

Notary Public in and for State of _____
residing at _____

FAIR EMPLOYMENT PRACTICES CERTIFICATE

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, physical disability, mental disabilities, marital status, or medical condition as defined in Government Code Section 12926. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will send to each labor union or representative of worker with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or worker's representative of the Contractor's commitments under this section; and the Contractor shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. The Contractor will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, CITY or any other appropriate agency of the State of California designated by CITY, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by CITY as a basis for determining the Contractor to be not a "responsible Contractor" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating for the Contractor.

CITY shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an

order under Government Code §12970 or obtained a court order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, CITY shall notify the Contractor that unless it demonstrates to the satisfaction of CITY within a stated period that the violation has been corrected, the Contractor's pre-qualification rating will be revoked at the expiration of such period.

5. The Contractor agrees that should CITY determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to CITY, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. CITY may deduct any such damages from any monies due the Contractor.

6. Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent CITY from pursuing any other remedies that may be available at law.

7. Prior to award of the contract, the Contractor shall certify to CITY that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by CITY:

a. The Contractor shall provide evidence, as required by CITY, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.

b. The Contractor shall provide evidence, as required by CITY, that it has notified all sources of employee referral (including unions, employment agencies, advertisements, and the Department of Employment) of the content of the anti-discrimination clause.

c. The Contractor shall file a basic compliance report as required by CITY. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

d. Personally, or through its representatives, the Contractor shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:

(1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.

(2) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

e. The Contractor shall notify CITY of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.

8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first-tier subcontract so that such provisions will be binding upon each subconsultant.

9. Statements and Payrolls. The Contractor shall maintain its records in conformance with the requirements in the Specifications and the following special provisions:

a. The submission by the Contractor of payrolls, or copies thereof, is not required. However, each Contractor and subconsultant shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.

b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.

c. The Contractor shall make its payroll records available at the project site for inspection by CITY and shall permit CITY to interview employees during working hours on the job.

The following certification is to be executed by every Contractor and enclosed and forwarded in a sealed envelope containing the bid. The person signing the certification shall state his/her address and official capacity.

CONTRACTORS RESPONSE FORM

Contractors Declarations and Statement of Understanding

The undersigned (hereinafter called the "Contractor") declares that he/she has read the Notice Inviting Bids and has authority to submit the following. The Contractor understands that, in addition to this Response Form, the Information for Bidders and Contractor's supporting documents constitute parts of the contract and are incorporated herein by reference.

Contractor acknowledges that Addenda numbers _____ through _____ have been delivered and have been taken into account as part of the Agreement, and that all addenda issued are hereby made part of the Agreement.

Contractor hereby designates _____ as the person to contact for additional information. (Telephone No: _____ Fax No: _____, e-mail Address: _____)

Internal Revenue Service (IRS) Reporting Requirements

Check one: Corporation; Partnership; Sole Proprietor; Other

Identify: _____ State _____ of _____ Incorporation: _____

Provide one: Federal Tax Number _____ Social Security Number _____

What is the official name registered with the IRS for this number _____

Firm Name: _____

Address: _____

City, State, Zip _____

Phone Number _____

Authorized Signature _____

CITY OF SARATOGA
A CERTIFICATION CONCERNING CONTROL OF EMPLOYEES
OF CONTRACTOR

The Contractor, by entering into this Agreement with CITY to perform or provide work, services or materials to CITY, does hereby certify and assure that in performing the services under this Agreement, the Contractor shall act as an independent Contractor and shall have full control of the work and Contractor's employees. Contractor and its employees in no circumstances whatsoever shall imply or be deemed an agent(s) or employee(s) of CITY. Contractor's employees in no circumstances shall be entitled to part of any pension plan, insurance, bonus or any similar benefits which CITY provides its own employees.

Any infraction of this Certification shall be cause for termination of this Agreement.

Signed

Authorized Representative of Bidder

Title

Date _____

CONDITIONS OF FEDERAL FUNDING

The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from HUD. In providing the services and work set forth in this Contract, CONTRACTOR will carry out its work in a manner which will permit full compliance by CITY with the following, and CONTRACTOR shall strictly adhere to the following:

8.01 Applicable Federal Civil Rights Laws and Executive Orders.

- a. **Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall be excluded on the basis of race, color or national origin, from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance (see Supplement to the General Conditions, Exhibit "A", Item #1, attached hereto and made a part of this contract);
- b. **Section 109 of the Housing and Community Development Acts of 1974 and 1977**, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said Acts (see Supplement to the General Conditions, Exhibit "A", Item #1, attached hereto and made a part of this contract);
- c. **Title VIII of the Civil Rights Act of 1968**, which mandates affirmative action toward furthering fair housing (in sale or rental of housing, financing of housing and provision of brokerage services) throughout the United States;
- d. **Executive Order 11063**, which provides for equal opportunity in housing and related facilities provided by federal financial assistance;
- e. **Executive Order 11246**, which provides that there shall be no discrimination in employment under federally-assisted construction contracts (see Supplement to the General Conditions, Exhibit "C", attached hereto and made a part of this contract);
- f. **Section 3 of the Housing and Urban Development Act of 1968**, which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the project (see Supplement to the General Conditions, Exhibit "A", attached and made a part hereof);
- g. **Section 504 of the Rehabilitation Act of 1973** (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect;

- h. **The Age Discrimination Act of 1975**, as amended (Pub.L. 94-135), and implementing regulations when published for effect;
- i. The relocation requirements of **Title II** and the acquisition requirements of **Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, and the implementing regulations at **24 CFR Part 42**;
- j. The requirements relating to minority and women's business enterprises set forth in **Executive Order No. 11625** of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637;
- k. **The Uniform Federal Accessibility Standards** set forth in **24 CFR Part 40, Appendix A**;
- l. The provisions of **24 CFR Part 24** relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
- m. The provisions of **24 CFR Part 570**, relating to compliance with applicable uniform administrative requirements in acceptance and use of funds, as described in **Section 570.502** (this document is available in the CDBG Coordinator's office).
- n. The provisions of **24 CFR Part 570**, relating to compliance with: 1) OMB Circular A-110 which sets standards for uniform administrative requirements for grants to non-profit organizations; and 2) OMB Circular A-122, which provides a set of cost principles for determining costs of grants and other contracts with non-profit organizations.

8.02. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. CONTRACTOR under this Contract shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR, Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Contract, CONTRACTOR shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that CONTRACTOR and the United States are beneficiaries of and entitled to enforce such covenant. CONTRACTOR, in providing the services and work it is to provide pursuant to this Contract, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

8.03. Equal Employment Opportunity. In providing the work and services herein specified, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the CITY setting forth the provisions of this nondiscrimination clause. CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CONTRACTOR shall incorporate the foregoing requirements of this paragraph 8.03 in all of its contracts for program work, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

CONTRACTOR shall also maintain records containing:

- a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG, HOME or other Federal funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No CONTRACTOR is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- b. Documentation of actions undertaken to meet the requirements of 570.607(b) which implements Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.
- c. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with CDBG, HOME or other Federal funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

8.04. Compliance with Section 3 of the Housing and Urban Development Act of 1968. The work to be performed under this Contract is on a project assisted

under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the Project Area and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the Project Area. See Supplement to the General Conditions, Exhibit "A", Item #2, attached hereto and made a part of this contract.

8.05. Flood Disaster Protection. Notwithstanding any other provision of this Contract, CONTRACTOR shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CONTRACTOR pursuant to this Contract shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Contract.

8.06. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit arising from same.

8.07. Conflict of Interest. No officer, employee, or agent of CITY who exercises any functions or responsibilities with respect to the CDBG Program or to the services and work to be performed by CONTRACTOR pursuant to this Contract, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Contract or the proceeds thereof.

CONTRACTOR shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section.

8.08. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Contract shall not be used in the payment of any bonus

or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Contract, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

8.09. Copyrights. If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

8.10. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to CITY and HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

8.11. Political Activity.

- a. **Political Reform Act.** CONTRACTOR shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at California Government Code Section 87000, et seq.). CONTRACTOR will promptly advise CITY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.
- b. **Partisan Activity Prohibited.** No funds provided in this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Contract with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of CITY's programs funded by CDBG, HOME or other Federal funding, and participants whose principle employment is in connection with an activity financed by CDBG, HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

- c. **Lobbying Prohibited.** None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

8.12. Faith-Based Activities.

- a. Organizations that are religious or faith-based eligible, on the same basis as any other organization, to participate in the CDBG program.
- b. Organizations that are directly funded under the CDBG Program may not engage in inherently religious activities, such as worship, religious instruction or proselytization, as part of the programs or services funded under the CDBG regulations at 24 CFR Part 570. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under 24 CFR Part 85, and the participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- c. A religious organization that participates in the CDBG program will retain its independence from Federal , State and local government, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- d. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. CDBG funds may not be used for the acquisition, construction or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under 24 CFR Part 570. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the costs of those portions of the acquisition, construction or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements.

Article IX. EMPLOYMENT PRACTICES

The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from HUD. In providing the services and work set forth in this Contract, CONTRACTOR will carry out its work in a manner that will permit full compliance by CITY with the following, and CONTRACTOR shall strictly adhere to the following:

- 9.01. The Civil Rights, HCD, and Age Discrimination Acts Assurances.** See Supplement to the General Conditions, Exhibit "A", Item #1, attached hereto and made part of this Contract.
- 9.02. The Training, Employment and Contracting Opportunities for Business and Low Income Persons Assurance of Compliance.** See Supplement to the General Conditions, Exhibit "A", Item #2, attached hereto and made part of this Contract.
- 9.03. State Nondiscrimination Clause.** See Supplement to the General Conditions, Exhibit "A", Item #3, attached hereto and made part of this Contract.
- 9.04. Equal Opportunity Clause.** See Supplement to the General Conditions, Exhibit "C", attached hereto and made part of this Contract.
- 9.05. Federal Equal Opportunity Clause.** See Supplement to the General Conditions, Exhibit "D", attached hereto and made part of this Contract.
- 9.06. Minority/Women's Business Enterprise Clause.** See p. 3 of the Bid Proposal which is a part of this Contract.
- 9.07. Copeland Anti-Kickback Act.** Except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) families and funded by CDBG, and except with respect to the rehabilitation of residential property designed for residential use by twelve (12) families and funded by HOME, CONTRACTOR shall fully comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 5) made part of this contract by reference.
- 9.08. Federal Labor Standards Provisions.** Except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) families and funded by CDBG, and except with respect to the rehabilitation of residential property designed for residential use by twelve (12) or fewer families and funded by HOME, CONTRACTOR and all contractors and subcontractors engaged under contracts in excess of Two Thousand Dollars (\$2,000.00) for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Part 3 and Part 5, and the Supplement to the General Conditions, Exhibit "E" entitled "Federal Labor Standards Provisions" (HUD 4010) attached hereto and made a part

of this contract, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve CONTRACTOR of its obligation, if any, to require payment of the higher rates. CONTRACTOR shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5.

This project is being assisted by the United State of America and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

CONTRACTOR shall physically include the Federal Labor Standards Provisions (HUD-4010) in every subcontract so that such provisions will be binding on each subcontractor. CONTRACTOR shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ARTICLE X. ENVIRONMENTAL REGULATIONS

10.01. Prohibition and Elimination of Lead-Based Paint Hazard. Notwithstanding any other provision, CONTRACTOR agrees to comply with the regulations issued by the Secretary of HUD set forth in 24 CFR 35 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including painting, pursuant to which federally-assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

10.02. Compliance with Clean Air and Water Acts. This Contract is subject to 42 U.S.C. 1857, et seq., and 33 U.S.C. 1251 et seq., and the regulations issued pursuant thereto. Therefore CONTRACTOR agrees as follows:

- a. CONTRACTOR stipulates that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b. CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318), relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. CONTRACTOR stipulates that as a condition for the award of the contract prompt notice will be given of any notification received from the DIRECTOR, Office of Federal Activities, EPA, indicating that a

facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

- d. CONTRACTOR agrees that criteria and requirements in subparagraphs a. through d. of this Section 1.08 will be included in every non-exempt subcontract and CONTRACTOR shall take such action as the CITY or HUD requires as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Contract be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

SUPPLEMENT FOLLOWS

SUPPLEMENT TO THE GENERAL CONDITIONS

- Exhibit "A"** Standard Contract Language for all Contracts and Subcontracts
1. The Civil Rights, HCD, and Age Discrimination Acts Assurances.
 2. The Training, Employment and Contracting Opportunities for Business and Low Income Persons Assurance of Compliance.
 3. State Nondiscrimination Clause.
- Exhibit "B"** Standard Solicitation for Bid Language (Construction Over \$10,000)
- Exhibit "C"** Equal Opportunity Clause.
- Exhibit "D"** Federal Equal Opportunity Clause.
- Exhibit "E"** Federal Labor Standards Provisions (HUD-4010)

EXHIBIT "A"
**STANDARD CONTRACT LANGUAGE FOR ALL CONTRACTS AND
SUBCONTRACTS**

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances

During the performance of this Contract, CONTRACTOR assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. The Training, Employment, and Contracting Opportunities for Business and Low Income Persons Assurance of Compliance:

- a. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project .
- b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. CONTRACTOR will send to each labor organization or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. CONTRACTOR will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any CONTRACTOR or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless CONTRACTOR or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract shall be a condition of the federal financial assistance provided to the project, binding upon CONTRACTOR, its successors, and assigns. Failure to fulfill these requirements shall subject CONTRACTOR, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. State Nondiscrimination Clause

- a. During the performance of this contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of the following: race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or sex. CONTRACTORS and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONTRACTORS and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full, CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- b. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

END OF EXHIBIT "A"

EXHIBIT "B"
STANDARD SOLICITATION FOR BID LANGUAGE
(Construction over \$10,000)

The following notice shall be included in and shall be a part of all solicitations for offers and bids on all federal and federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Secretary of Labor.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The offeror or bidder's attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and women participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

TIMETABLES: From 1 April 1981 until further notice.

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE: 14.9%

GOALS FOR WOMEN PARTICIPATION IN EACH TRADE: 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally-involved and nonfederally-involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and women employment and training must be substantially uniform through the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or women employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within 10

working days of award of any construction contract or subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the contractor or subcontractor, estimated starting and completion dates of the contract; and the geographical area in which the contract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is Santa Cruz, CA.

END OF EXHIBIT "B"

EXHIBIT "C"

THE STANDARD EQUAL OPPORTUNITY CLAUSE (Construction over \$10,000)

During the performance of this contract, CONTRACTOR agrees as follows :

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disabilities. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disabilities.
3. CONTRACTOR will send to each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. CONTRACTOR will furnish all information and reports required by Executive Order 11236 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of CONTRACTOR's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,

1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph "1" and the provisions of paragraphs "1 " through "7" in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each CONTRACTOR or vendor. CONTRACTOR will take such action with respect to any contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided however, that in the event a CONTRACTOR becomes involved in, or is threatened with litigation with a CONTRACTOR or vendor as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such Litigation to protect the interests of the United States.

CONTRACTOR further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work; provided that if CONTRACTOR so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

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

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

END OF EXHIBIT "C"

EXHIBIT "D"
STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(Construction over \$10,000)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever CONTRACTOR, or any subcontractor at any tier, contracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.
3. If CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. CONTRACTORS must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other

CONTRACTORS or subcontractors toward a goal in an approved plan does not excuse any covered CONTRACTOR's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.

4. CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs 7a. through 7p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and women utilization CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction CONTRACTORS performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and women goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from federal procurement contracting officers. CONTRACTOR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining Agreement, nor the failure by a union with whom CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall excuse CONTRACTOR's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the construction CONTRACTOR during the training period, and CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of CONTRACTOR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. CONTRACTOR shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which CONTRACTOR's employees are assigned to work. CONTRACTOR, where possible, will assign two or more women to each construction project. CONTRACTOR shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority individuals or women working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to

community organizations when CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or women referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to CONTRACTOR by the union or, if referred, not employed by CONTRACTOR, this shall be documented in the file with the reason therefore, along with whatever additional actions CONTRACTOR may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which CONTRACTOR has a collective bargaining Agreement has not referred to CONTRACTOR a minority person or woman sent by CONTRACTOR or when CONTRACTOR has other information that the union referral process has impeded CONTRACTOR's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to CONTRACTOR's employment needs, especially those programs funded or approved by the Department of Labor. CONTRACTOR shall provide notice of these programs to the sources compiled under 7b. above.
- f. Disseminate CONTRACTOR's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining Agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate CONTRACTOR's EEO policy externally by including it in any advertising in the news media, specifically including minority and women-focused news media, and providing written notification to and discussing CONTRACTOR's EEO policy with other CONTRACTORS and subcontractors with whom CONTRACTOR does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, women and community organizations, to schools with minority- and women-students and to

minority and women-recruitment and training organizations serving CONTRACTOR's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
 - l. Conduct at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., or other advancement opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and CONTRACTOR's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority- and women-owned construction companies, CONTRACTORS and suppliers, including circulation of solicitations to minority- and women-focused CONTRACTOR associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the CONTRACTOR 's EEO policies and affirmative action obligations.
8. CONTRACTORS are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a CONTRACTOR association, joint CONTRACTOR-union, CONTRACTOR-community, or other similar group of which CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these specifications provided that CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in CONTRACTOR's minority and women workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of

CONTRACTOR. The obligation to comply, however, is CONTRACTOR's and failure of such a group to fulfill an obligation shall not be a defense for CONTRACTOR's compliance.

9. A single goal for minorities and a separate single goal for women have been established. CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both men and women, and all women, both minority and non-minority. Consequently, CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though CONTRACTOR has achieved its goals for women generally, CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. CONTRACTOR shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, to achieve maximum results from its efforts to ensure equal employment opportunity. If CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that CONTRACTOR's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, CONTRACTORS shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application

of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas¹, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, habits, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods) .

END OF EXHIBIT "D"

¹ Parking lots, drinking fountains, recreation or entertainment areas.

EXHIBIT "E"
FEDERAL LABOR STANDARDS PROVISIONS
(HUD 4010)

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Admin-

istration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(ii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OM B Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC, 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance

with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be

resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

FEDERAL WAGE DECISION

General Decision Number: CA100029 03/19/2010 CA29

Superseded General Decision Number: CA20080029

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

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010

ASBE0016-001 01/01/2010

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 50.43	16.66
Area 2.....	\$ 39.78	16.66

ASBE0016-004 01/01/2010

	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)....\$ 15.18 2.80

 BOIL0549-001 01/01/2009

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

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 40.17	22.32
Area 2.....	\$ 37.01	22.25

 BRCA0003-001 08/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.02	12.12

 BRCA0003-003 08/01/2008

	Rates	Fringes
MARBLE MASON.....	\$ 39.22	18.58

 BRCA0003-005 05/01/2009

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 32.74	16.81
(7) San Francisco, San Mateo.....	\$ 38.73	18.97
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 38.01	17.39
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 33.49	16.00
(16) Monterey, Santa Cruz....	\$ 34.04	20.14

 BRCA0003-008 07/01/2009

	Rates	Fringes
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TERRAZZO FINISHER.....	\$ 30.25	11.57
TERRAZZO WORKER/SETTER.....	\$ 38.93	19.32

 BRCA0003-011 04/01/2009

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 21.34	10.89
Area 2.....	\$ 21.16	11.02
Area 3:.....	\$ 20.85	10.16
Tile Layer		
Area 1.....	\$ 38.51	12.17
Area 2.....	\$ 34.31	12.12
Area 3.....	\$ 29.70	11.46

 CARP0034-001 07/01/2009

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 35.75	24.16
Diver standby.....	\$ 40.33	24.16
Diver Tender.....	\$ 39.33	24.16
Diver wet.....	\$ 80.66	24.16
Manifold Operator (mixed gas).....	\$ 44.33	24.16
Manifold Operator (Standby).....	\$ 39.33	24.16

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 until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be

\$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2009

	Rates	Fringes
Piledriver.....	\$ 35.75	24.16

CARP0035-002 07/01/2009

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
CARPENTER		
AREA 1:		
(1) Carpenter.....	\$ 36.50	20.96
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 36.65	20.96
(3) Bridge Builder.....	\$ 36.50	20.96
(4) Millwright.....	\$ 36.60	22.55
AREA 2:		
(1) Carpenter.....	\$ 30.62	20.96
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 30.77	20.96
(3) Bridge Builder.....	\$ 36.50	20.96
(4) Millwright.....	\$ 33.12	22.55
AREA 4:		
(1) Carpenter.....	\$ 29.27	20.96
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 29.42	20.96
(3) Bridge Builder.....	\$ 36.50	20.96
(4) Millwright.....	\$ 31.77	22.55

CARP0035-007 07/01/2009

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 21.60	13.89
Installer II.....	\$ 18.17	13.89
Lead Installer.....	\$ 25.05	14.39
Master Installer.....	\$ 29.27	14.39
Area 2		
Installer I.....	\$ 18.95	13.89
Installer II.....	\$ 16.00	14.39
Lead Installer.....	\$ 21.92	14.39
Master Installer.....	\$ 25.55	14.39
Area 3		
Installer I.....	\$ 18.00	13.89
Installer II.....	\$ 15.23	13.89
Lead Installer.....	\$ 20.80	14.39
Master Installer.....	\$ 24.22	14.39

CARP0035-008 08/01/2009

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 36.50	21.40
Area 2.....	\$ 30.62	21.40
Area 4.....	\$ 29.77	21.40
Drywall Stocker/Scrapper		
Area 1.....	\$ 18.25	13.29
Area 2.....	\$ 15.31	13.29
Area 4.....	\$ 14.89	13.29

ELEC0006-001 12/01/2008

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO,
SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 29.87	3%+11.95
Technician.....	\$ 34.01	3%+11.95

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 06/01/2009

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 53.05	21.685

 ELEC0006-008 12/01/2006

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

	Rates	Fringes
Communications System		
Installer.....	\$ 23.47	3%+10.65
Technician.....	\$ 26.72	3%+10.65

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.

 ELEC0100-002 12/01/2009

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.35	3%+14.70

 ELEC0100-005 12/01/2008

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 26.24	3%+11.95
Technician.....	\$ 29.88	3%+11.95

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 (including wire and cable pulling) shall be performed 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 06/01/2009

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.48	3%+19.92

 ELEC0302-001 06/01/2009

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 51.36	3%+18.75
ELECTRICIAN.....	\$ 45.21	3%+18.75

 ELEC0332-001 11/30/2009

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 54.71	3%+22.28
ELECTRICIAN.....	\$ 47.57	3%+21.28

FOOTNOTES: Work under compressed air or where gas masks are required, or work 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 paid twice the straight-time rate of pay.

 ELEC0595-001 06/01/2009

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 50.06	3%+22.25
ELECTRICIAN.....	\$ 44.50	3%+22.25

 ELEC0595-002 12/01/2009

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.13	7.5%+20.04
ELECTRICIAN		
(1) Tunnel work.....	\$ 34.65	7.5%+20.04
(2) All other work.....	\$ 33.00	7.5%+20.04

 ELEC0617-001 06/01/2009

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 50.00	20.83

 ELEC0684-001 01/01/2010

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.10	3%+16.90

CABLE SPLICER = 110% of Journeyman Electrician

 ELEC1245-001 06/01/2009

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 44.47	13.11
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead &		

underground distribution		
line equipment).....	\$ 35.52	12.07
(3) Groundman.....	\$ 27.17	11.82
(4) Powderman.....	\$ 39.71	12.23

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 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.89	20.035

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees 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 07/01/2009

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 38.94	22.58
(2) Dredge Dozer; Heavy duty repairman.....	\$ 33.98	22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 32.86	22.58
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 29.56	22.58
AREA 2:		
(1) Leverman.....	\$ 40.94	22.58
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.98	22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.86	22.58
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.56	22.58

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: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

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: 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: Remainder

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 06/29/2009

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 37.77	21.69
GROUP 2.....	\$ 36.24	21.69
GROUP 3.....	\$ 34.76	21.69
GROUP 4.....	\$ 33.38	21.69
GROUP 5.....	\$ 32.11	21.69
GROUP 6.....	\$ 30.79	21.69
GROUP 7.....	\$ 29.65	21.69
GROUP 8.....	\$ 28.51	21.69

GROUP 8-A.....	\$ 28.30	21.69
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 38.65	21.69
Oiler.....	\$ 29.39	21.69
Truck crane oiler.....	\$ 31.68	21.69
GROUP 2		
Cranes.....	\$ 36.89	21.69
Oiler.....	\$ 29.18	21.69
Truck crane oiler.....	\$ 31.42	21.69
GROUP 3		
Cranes.....	\$ 35.14	21.69
Hydraulic.....	\$ 30.79	21.69
Oiler.....	\$ 28.90	21.69
Truck Crane Oiler.....	\$ 31.18	21.69
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 38.99	21.69
Oiler.....	\$ 29.73	21.69
Truck crane oiler.....	\$ 32.01	21.69
GROUP 2		
Lifting devices.....	\$ 37.17	21.69
Oiler.....	\$ 29.46	21.69
Truck Crane Oiler.....	\$ 31.76	21.69
GROUP 3		
Lifting devices.....	\$ 35.49	21.69
Oiler.....	\$ 29.24	21.69
Truck Crane Oiler.....	\$ 31.47	21.69
GROUP 4.....	\$ 33.72	21.69
GROUP 5.....	\$ 31.08	21.69
GROUP 6.....	\$ 28.85	21.69
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 39.62	21.69
Oiler.....	\$ 30.07	21.69
Truck Crane Oiler.....	\$ 32.30	21.69
GROUP 2		
Cranes.....	\$ 37.85	21.69
Oiler.....	\$ 29.80	21.69
Truck Crane Oiler.....	\$ 32.08	21.69
GROUP 3		
Cranes.....	\$ 36.37	21.69
Hydraulic.....	\$ 31.42	21.69
Oiler.....	\$ 29.58	21.69
Truck Crane Oiler.....	\$ 31.81	21.69
GROUP 4.....	\$ 34.35	21.69
GROUP 5.....	\$ 33.05	21.69
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 33.87	21.69
GROUP 1-A.....	\$ 36.34	21.69

GROUP 2.....	\$ 32.61	21.69
GROUP 3.....	\$ 31.28	21.69
GROUP 4.....	\$ 30.14	21.69
GROUP 5.....	\$ 29.00	21.69
UNDERGROUND:		
GROUP 1.....	\$ 33.77	21.69
GROUP 1-A.....	\$ 36.24	21.69
GROUP 2.....	\$ 32.51	21.69
GROUP 3.....	\$ 31.18	21.69
GROUP 4.....	\$ 30.04	21.69
GROUP 5.....	\$ 28.90	21.69

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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 construction 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; Power jumbo operator (setting slip-forms, 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; Soils & materials tester; 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; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - 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 machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; 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 (self-propelled 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 series or smaller, and similar (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; 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;

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; Self-propelled 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

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled 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: 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 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: 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: 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 06/29/2009

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 28.64	20.53
AREA 2.....	\$ 30.64	20.53
GROUP 2		
AREA 1.....	\$ 25.04	20.53
AREA 2.....	\$ 27.04	20.53
GROUP 3		
AREA 1.....	\$ 20.43	20.53
AREA 2.....	\$ 22.43	20.53

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 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: 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: 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

IRON0002-004 07/01/2009

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.24

Ornamental, Reinforcing
and Structural.....\$ 33.00 23.71

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

LABO0036-001 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 26.93	16.50

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.

LABO0036-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 26.48	16.23

FOOTNOTES: Work on a suspended scaffold: \$5.00 per day additional. Work operating a plaster mixer pump gun: \$1.00 per hour additional.

* LABO0067-002 12/01/2008

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,

MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 18.08	6.60
LABORER (Lead Removal)		
Area A.....	\$ 34.15	6.11
Area B.....	\$ 33.15	6.11

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.

 * LABO0067-003 07/01/2009

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO & SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCRMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS,TEHAMA,TRINITY, TULARE, TUOLUMNE, YOLO & YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 26.89	14.93
Area B.....	\$ 25.89	14.93
Traffic Control Person I		
Area A.....	\$ 27.19	14.93
Area B.....	\$ 26.19	14.93
Traffic Control Person II		
Area A.....	\$ 24.69	14.93
Area B.....	\$ 23.69	14.93

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.

LABO0067-006 06/29/2009

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, 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

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 27.84	14.93
GROUP 1.....	\$ 27.14	14.93
GROUP 1-a.....	\$ 27.36	14.93
GROUP 1-c.....	\$ 27.19	14.93
GROUP 1-e.....	\$ 27.69	14.93
GROUP 1-f.....	\$ 27.72	14.93
GROUP 1-g (Contra Costa		
County).....	\$ 27.34	14.93
GROUP 2.....	\$ 26.99	14.93
GROUP 3.....	\$ 26.89	14.93
GROUP 4.....	\$ 20.58	14.93
See groups 1-b and 1-d under laborer classifications.		
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 26.84	14.93
GROUP 1.....	\$ 26.14	14.93
GROUP 1-a.....	\$ 26.36	14.93
GROUP 1-c.....	\$ 26.19	14.93
GROUP 1-e.....	\$ 26.69	14.93
GROUP 1-f.....	\$ 26.72	14.93
GROUP 2.....	\$ 25.99	14.93
GROUP 3.....	\$ 25.89	14.93
GROUP 4.....	\$ 19.58	14.93
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 28.10	14.93
GROUP 2.....	\$ 27.60	14.93
GROUP 3.....	\$ 27.01	14.93
GROUP 4.....	\$ 26.89	14.93
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 27.10	14.93
GROUP 2.....	\$ 26.60	14.93
GROUP 3.....	\$ 26.01	14.93
GROUP 4.....	\$ 25.89	14.93
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 27.14	14.93

GROUP 2.....	\$ 26.99	14.93
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 26.14	14.93
GROUP 2.....	\$ 25.99	14.93
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 26.89	14.93
(2) Establishment Warranty Period.....	\$ 20.58	14.59
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 25.89	14.93
(2) Establishment Warranty Period.....	\$ 19.58	14.59

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 buckler; 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 shall 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 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)

LABO0067-010 06/29/2009

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 33.35	14.93
GROUP 2.....	\$ 33.12	14.93
GROUP 3.....	\$ 32.87	14.93
GROUP 4.....	\$ 32.42	14.93
GROUP 5.....	\$ 31.88	14.93
Shotcrete Specialist.....	\$ 33.87	14.93

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

* LABO0073-003 07/01/2009

CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 27.03	14.93

LABO0073-005 07/01/2009

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 28.37	14.14

LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 25.91	14.65

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.

LABO0166-002 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 30.15	15.90
Gun Man \$0.75 per hour additional		

LABO0270-001 07/01/2008

SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
MASON TENDER, BRICK		
Santa Clara.....	\$ 27.93	13.48
Santa Cruz.....	\$ 26.93	13.48

FOOTNOTE: \$2.00 per hour for refractory work where
heat-protective clothing is required.

LABO0270-005 07/01/2007

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	\$ 27.62	13.73
5 Stories and above.....	\$ 29.54	13.73

* LABO0294-001 07/01/2009

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 27.03	14.93

LABO0297-001 08/01/2007		

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 23.70	11.50
FOOTNOTE: Mixer person: \$4.00 per day additional.		

PAIN0016-001 07/01/2009		

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 34.00	15.87

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 hour additional

 PAIN0016-003 01/01/2010

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.....	\$ 41.16	15.68
AREA 1.....	\$ 40.66	16.18
Area 2.....	\$ 37.03	14.28

AREA 2.....\$ 36.53 14.78

PAIN0016-012 01/01/2010

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO,
SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 43.66	14.82

PAIN0016-015 01/01/2010

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.82	12.72

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00
additional per hour. 100 to 180 ft above ground or water
level \$4.00 additional per hour. Over 180 ft above ground
or water level \$6.00 additional per hour.

PAIN0016-022 07/01/2009

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 37.62	15.87

PAIN0169-001 01/01/2010

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 31.18	14.15

PAIN0169-005 01/01/2010

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 41.51	17.66

PAIN0294-004 01/01/2010

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 26.46	12.03
Drywall Finisher/Taper.....	\$ 30.51	12.53

FOOTNOTE:

Spray Painters & Paperhangers receive \$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 01/01/2010

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.12	11.40

PAIN0767-001 07/01/2009

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 33.53	16.20

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2009

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 29.44	12.51
GROUP 2.....	\$ 24.23	12.51
GROUP 3.....	\$ 24.86	12.51

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2010

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.54	13.39

* PLAS0066-002 07/01/2009

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 34.13	21.15

PLAS0300-001 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.72	14.21
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 34.22	14.08
AREA 295: Calaveras & San Joaquin Counties.....	\$ 32.82	15.10
AREA 337: Monterey County..	\$ 31.01	13.93
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.82	15.30

PLAS0300-005 07/01/2006

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.88	15.03

PLUM0038-001 07/01/2009

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 47.11	34.39

PLUM0038-005 07/01/2009

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 40.03	28.43

 PLUM0062-001 01/01/2010

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 40.20	19.28

 PLUM0159-001 07/01/2009

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 48.73	22.49
(2) All other work.....	\$ 49.62	22.49

 PLUM0246-001 01/01/2010

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 35.45	19.68

 PLUM0246-004 07/01/2006

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	7.30

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

 PLUM0342-001 07/01/2009

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 47.46	27.14
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 47.46	27.14

 PLUM0355-004 07/01/2009

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 27.35	6.85

 PLUM0393-001 07/01/2009

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 50.66	23.83

 PLUM0442-001 01/01/2010

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 35.70	19.78

 PLUM0467-001 07/01/2009

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 51.75	22.46

ROOF0027-002 01/01/2010

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 27.65	8.05

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

* ROOF0040-002 08/01/2009

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 30.12	10.39

ROOF0081-001 08/01/2009

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 30.95	12.65

ROOF0081-004 08/01/2009

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 24.56	12.60

ROOF0095-002 08/01/2006

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

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 31.73	9.89
Kettleman (2 kettles), Bitumastic Enameler, Coal Tar, Pitch & Mastic.....	\$ 33.73	9.89

SFCA0483-001 01/01/2010

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 48.59	20.55

SFCA0669-011 01/01/2009		

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.15	16.05

SHEE0104-001 07/01/2009		

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

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 43.32	26.40
All Other Work.....	\$ 47.73	26.67
AREA 2.....	\$ 37.32	3%+22.45
AREA 3.....	\$ 39.25	22.26

SHEE0104-015 07/01/2009		

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEETMETAL WORKER (Metal Decking and Siding only).....	\$ 33.43	24.31

SHEE0162-001 01/01/2010		

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 31.81	19.68

SHEE0162-003 07/01/2009		

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 33.19	21.32

SHEE0162-004 07/01/2009		

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 33.18	22.47

SHEE0162-013 07/01/2009		

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

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 33.19	21.32

TEAM0094-001 07/01/2009		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.13	18.99
GROUP 2.....	\$ 27.43	18.99
GROUP 3.....	\$ 27.73	18.99
GROUP 4.....	\$ 28.08	18.99
GROUP 5.....	\$ 28.43	18.99

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 (2-axle 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

GROUP 3: Dump trucks, 8 yds. and including 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); Lowbed 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.
=====

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)).

In the listing above, the "SU" designation means that rates

listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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 the decision of the Administrator 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.

END OF GENERAL DECISION

STATE LABOR STANDARDS PROVISIONS

State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. All contractors and subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.

STATEMENT OF COMPLIANCE

Date _____

I, _____ do hereby state:

(Name of signatory party) (Title)
 (1) That I pay or supervise the payment of the persons employed by _____ on
 (Contractor or subcontractor)
 the _____; that during the payroll period commencing on the _____ day of _____
 (Building or work)
 19____ and ending the _____ day of _____, 19____ all persons employed on said project have been paid the full
 weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said
 _____ from the full weekly wages earned by any person and that no deductions have
 (Contractor or subcontractor)
 been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in
 Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63 Stat.
 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborers or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above - referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the - payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARK	

NAME AND TITLE	SIGNATURE
THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c). Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

Bench Mark Reset Procedures

*Guidelines to preserve elevation data for a soon to be
disturbed or destroyed bench mark*

Documented by:
Curtis L. Smith
National Geodetic Survey
Silver Spring, MD 20910
April 2004

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
National Ocean Service
National Geodetic Survey Division

Contents

Relocating Vertical Control Bench Marks.....	Page 1
Setting a New Bench Mark.....	Page 1
Single Mark Level Tie (3 rd Order).....	Page 2
Observing Sequence for Conventional Leveling	Page 2
Observing Sequence for Digital Leveling.....	Page 4
When Reference Points Are Required	Page 6
Destroyed Bench Marks.....	Page 7
Data Review and Final Adjusted Elevations	Page 7
Data Submission	Page 8
Attachment A. Guidelines and Procedures to Replace a Destroyed Bench Mark Along an Existing Level Line and Maintain Original Order of Accuracy	Page 9
Attachment B. New or Replacement Survey Monuments	Page 11
Attachment C. Station Descriptions	Page 17
Attached Forms:	
Report on Condition of Survey Mark	
Report on Relocation and Description of Reset Bench Mark	
Observations for Relocation of Bench Mark	

Relocating Vertical Control Bench Marks

The purpose of these guidelines is to provide the information necessary to preserve elevation data for a soon to be disturbed or destroyed bench mark. It is imperative that the elevation information be transferred or referenced from the original bench mark prior to its being disturbed or destroyed. The support and cooperation of local surveyors and engineers is not only important but essential to the preservation of bench marks.

Each vertical control bench mark represents a large investment of resources. Since it is intended to provide a continuous record of elevation changes, as well as control for many local surveyors, its preservation is vital. Although bench marks are constructed in locations where they are less likely to be disturbed, many are disturbed or destroyed by highway rebuilding and retrofitting, railroad maintenance, urban development, addition of buried utilities, and building demolition and construction.

If an existing U.S. Coast and Geodetic Survey (USC&GS), National Geodetic Survey (NGS), U.S. Geological Survey (USGS), or other agency bench mark residing in the NGS database (available at www.ngs.noaa.gov) is about to be disturbed or destroyed, a representative of NGS should be contacted. Points of contact for many states are listed under State Advisors on the NGS web page or found on page 7 of this documentation. Typical reset bench marks are published as third-order elevations due to the single bench mark reference to determine elevation. Refer to Attachment A for minimum requirements to maintain the order and class of the original bench mark.

There are two general situations encountered when a bench mark is to be destroyed: (1) time is available to reset a new monument in the vicinity before the threatened mark is destroyed, or (2) the mark is to be destroyed before the new mark can be set. The latter case occurs generally when the location of the new (replacement) mark is not yet suitable or available for its physical establishment. This is often the case where the new mark will not be set until a new bridge or culvert head wall is constructed. Guidelines for both cases follow.

Setting a New Bench Mark

Figure 1. Sample disk stamping.



Utilize a new NGS bench mark disk if available or your own agency bench mark disk and provide appropriate stamping. The new disk will be stamped with the same designation as the soon to be destroyed or destroyed bench mark. It will be stamped with the word RESET and the year of the reset, such as a bench mark designated M 123 that is to be reset in the year 2001 would be stamped M 123 RESET 2001.

Select a suitable site for the new bench mark, if possible within one setup from the bench mark to be replaced. Establish the bench mark as indicated on page 2 and in Attachment B of this document. Bench marks will

generally be set in a poured-in-place concrete monument, in an existing stable concrete foundation (bridge abutment), or in a drill hole in bedrock. Other types of settings are also possible and the NGS can provide guidance and other information.

Level observations between the points should satisfy third-order accuracy standards or better. Sight lengths should be limited to 70 m for this standard. Where possible, the replacement mark should be set within about 140 m of the old mark. The replacement mark should not be set farther apart than four setups, i.e., no more than 560 m apart.

Note: It is not necessary to establish the new mark at the same elevation or exact same location as the old mark.

A witness post should be set within 1 to 2 m of the relocated mark if possible. Remove any witness posts for the destroyed bench mark.

A complete description of the new mark must be provided. Descriptions should be included on the reverse side of the "Report on Relocation and Description of Reset Bench Mark" form. A sketch of the location is beneficial for comparison with the written description. Pencil rubbings or photographs of the disks confirm agency information, disk size and type, and designation stamping. Station description guidelines are available in Attachment C.

Single Mark Level Tie (3rd Order)

An assumed elevation for the old mark can be used in the leveling since the principal concern is with the **difference of elevation** between the old mark and the new one. It should be noted that the published elevation of the relocated bench mark would only be published to the nearest centimeter. This is because the absolute elevation of the bench mark to be destroyed cannot be verified without incorporating other bench marks into the survey as a check. Many projects do not provide the resources required for this multiple mark check, but it is still imperative that the mark be reset to the best precision allowable.

Precise, geodetic quality level instruments and rods should be used to transfer reset elevations to the new bench marks. The instrument and rod resolution (combined) least count should be 1.0 mm or 0.005 feet. Three-wire level instruments and rods provide checks against rod reading blunders and produce greater accuracy because averages of three readings are available. Three-wire leveling procedures are not detailed in this document.

Record rod readings to millimeters or thousandths of feet. The model and type of instrument and rods (e.g., fiberglass, aluminum, single piece, etc.) as well as rod scale units (e.g., meters, feet, or bar code) should be entered on the "Report on Relocation and Description of Reset Bench Mark" form where indicated.

Observing Sequence for Conventional Leveling

1. Remove equipment from travel cases, attach level instrument to tripod, and let equipment acclimate to local conditions. Perform instrument check (peg test) per manufacturer's instructions. Set up the instrument about halfway between the old and new bench marks, but no more than 70 m (230 ft) away from either point or from one of the points and a turning pin in the

case of multiple setup requirements. Backsight distance to foresight distance imbalance must be less than 5 meters. Accumulated backsight to foresight distance imbalance must be less than 10 meters in the case of multiple setups.

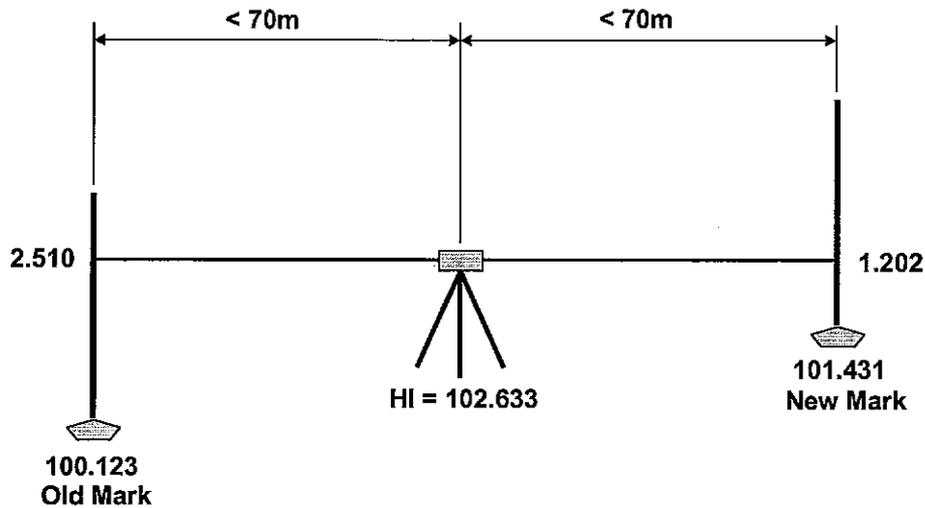


Figure 2. Direct old mark to new mark level tie. Note: Backsight-foresight distance imbalance should be less than 5 meters.

2. Plumb the level rod on the highest point of the old mark. Record the designation of the point and its published elevation noting the reference vertical datum and units of measure.

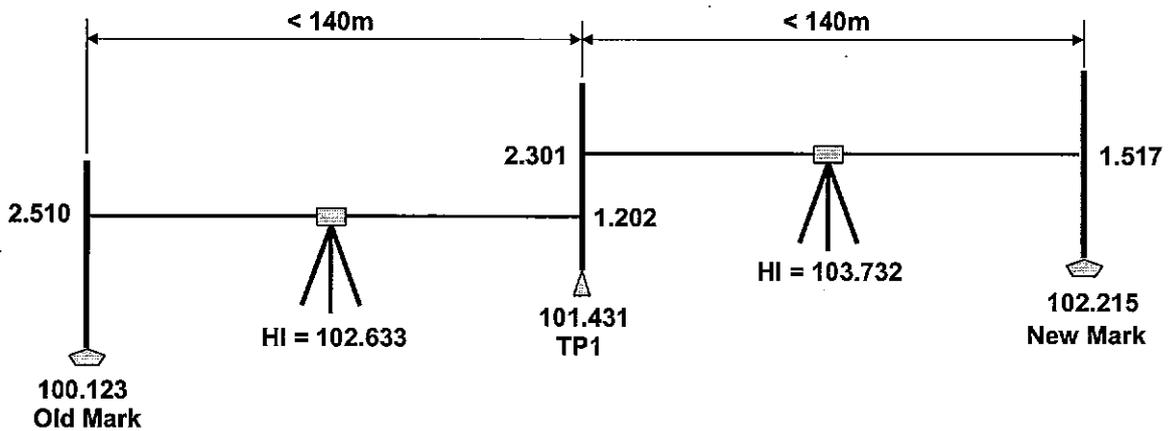


Figure 3. Old mark to new mark level tie for distances over 140 m. Note: Accumulated backsight-foresight setup imbalance should be less than 10 meters.

3. Backsight Reading: Observe the intercept of the middle reticule of the rod scale as backsight reading. Record the rod reading to the precision as indicated above. Record the stadia reading to determine distance from the point to the instrument.

4. Compute height of instrument, HI, which is the sum of the backsight and the published elevation.
5. Plumb the rod on the highest point of the new bench mark. Record the designation of the new mark, e.g., M 123 RESET, or TP1 (for turning point 1 in the case of multiple setups).
6. Foresight Reading: Observe the intercept of the middle reticule of the rod scale as foresight reading. Record the stadia reading to determine distance from the point to the instrument.
7. Compute the elevation of the new point, either the new bench mark or the turning point, which is the difference of the HI minus the foresight.

If additional setups are needed, evenly split the difference to the new bench mark with the instrument or advance no farther than 70 meters from the fore turning point and reset the instrument. Advance the back rod the same distance ahead of the instrument, within 5 meters, to the new fore turning point or to the new bench mark. Repeat steps 2 through 7 until you have reached the new bench mark.

8. For the return observations, reset and re-level the instrument even when only one turn is required. Level backward from the new point to the old, in the same manner as steps 2 through 7.

Note: The elevation computed for the old point as a result of the backward leveling for Third Order leveling may differ by no more than 1.5 mm for a single setup section or by $12\sqrt{D}$ from the published elevation, where D is the shortest length of section in kilometers one-way.

9. To compute the elevation difference from the old mark to the new, subtract the mean of the two elevations for the old mark from the elevation for the new mark.

Note: The old mark should not be disturbed until observations involved in the leveling have been checked by the observer or recorder.

Observing Sequence for Digital Leveling

These observing procedures are intended for use with digital levels.

1. Remove equipment from travel cases, attach level instrument to tripod, and let equipment acclimate to local conditions. Perform instrument two-peg test to determine instrument collimation error. The determined value should meet specifications and stored in the digital level as outlined in the digital level manual.
2. Set up the instrument about halfway between the old and new bench marks. Limit sight lengths to no more than 70 m (230 ft) from either point or from one of the points and a turning pin in the case of multiple setup requirements, e.g., distance between points is greater than 140 meters.

Backsight distance to foresight distance imbalance must be less than 5 meters. Accumulated backsight to foresight distance imbalance must be less than 10 meters in the case of multiple

setups. Level the instrument using the three foot screws while observing the bulls-eye bubble. Turn on instrument and select the backsight/foresight level program. Confirm that you want to start then enter the starting elevation for the old mark. Set and confirm instrument parameters, e.g., meaning 3 measurements, display maximum decimal places, record readings to onboard module, and other observing configuration information, such as rod type, and metric units.

3. Plumb the level rod on the highest point of the old mark, e.g., domed top of disk M 123. Record the designation of the point and its published elevation, noting the reference vertical datum and units of measure.

4. Backsight Reading: Point using the vertical crosshair of the level instrument on the middle of the rod over the old mark and use the focusing knob to bring the image of the rod into sharp focus. Depress the measure button and record the rod reading. Note distance from rod to instrument. It should be less than 70 meters.

5. Plumb the rod on the highest point of the new bench mark. Record the designation of the new mark, e.g., M 123 RESET, or TP1 (for turning point 1 in the case of multiple setups).

6. Foresight Reading: Point and focus the level instrument on the rod over the new mark. Depress the measure button and record the rod reading. Note distance from rod to instrument. It should be less than 70 meters. Note imbalance between backsight and foresight distances. This difference should be less than 5 meters.

7. The elevation of the new bench mark or turning point is computed as the sum of the backsight reading and the published elevation minus the foresight reading.

If additional setups are needed, evenly split the difference to the new bench mark with the instrument or advance no farther than 70 meters from the fore turning point and reset the instrument. Advance the back rod the same distance ahead of the instrument, within 5 meters, to the new fore turning point or to the new bench mark. Repeat steps 2 through 7 until you have reached the new bench mark.

8. For the return observations, reset and re-level the instrument even when only one turn is required. Level backward from the new point to the old, in the same manner as steps 2 through 7. Use the elevation determined from the forward leveling as the starting elevation for the backward leveling. The elevation computed for the old point as a result of the backward leveling may differ by no more than $12 \cdot (\sqrt{D})$ from the published elevation, where D is the shortest length of section in kilometers one-way.

9. To compute the elevation difference from the old mark to the new, subtract the mean of the two elevations for the old mark from the elevation for the new mark. The elevation for the new bench mark will be this computed difference, mean of both forward and backward leveling, plus the published elevation of the old bench mark.

Note: The old mark should not be disturbed until observations involved in the leveling have been checked by the observer or recorder.

When Reference Points Are Required

If the old mark is to be removed before a new mark can be established, a series of three reference points should be set in the vicinity. The reference points should be stable points which are unlikely to move or be damaged between the time they are set and the time they are used to establish the elevation of the new mark. Examples of "stable" reference points are a chiseled cross in concrete or on outcrop, an anchor bolt, a nail driven in a tree root, stable re-bar driven in a location that will survive construction, as well as others.

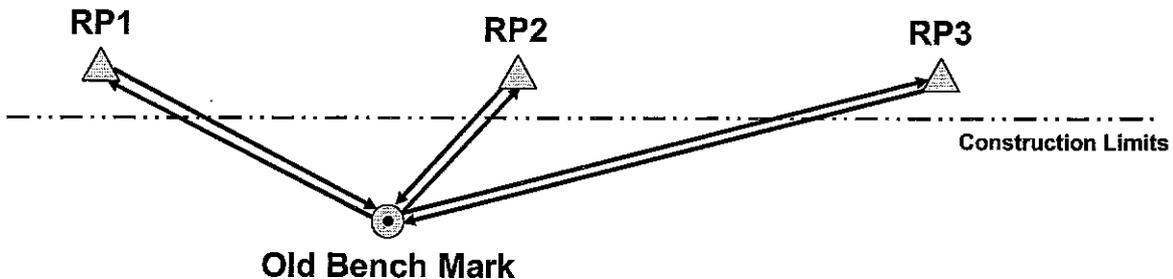


Figure 4. Old bench mark tie to three reference points.

Leveling should be performed so there is a separate setup between each reference point and the bench mark(s) following similar procedures as listed in steps 2 to 9 above. A suggested sequence is as follows: Observe forward and backward leveling between the old bench mark to be reset and reference point 1. Observe forward and backward leveling between the old bench mark to be reset and reference point 2, and observe forward and backward leveling between the old bench mark to be reset and reference point 3 as illustrated in Figure 4. The loop should be closed by observing forward and backward leveling between reference points 1 and 2 and between reference points 2 and 3 to provide an additional check on the reference points.

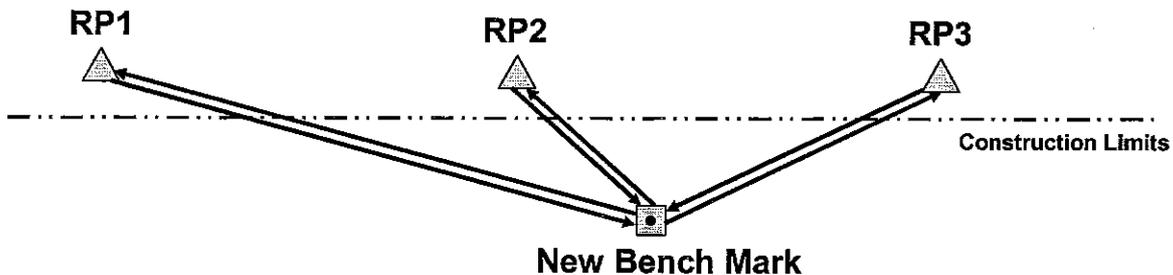


Figure 5. Three reference points tie to new reset bench mark.

A similar set of observations is obtained between each of the reference points and the new bench mark after it has been established as illustrated in Figure 5. Relative differences in elevation beyond allowable section closure tolerances should be investigated and noted.

Destroyed Bench Marks

Destroyed bench mark disks should be returned to NGS along with the reset information requested below. NGS does not remove destroyed bench marks from its records without definitive proof of the mark's destruction.

Note: If the old bench mark is in poor condition such that the elevation may be questionable, it should be considered destroyed. No effort should be made to transfer a potentially erroneous elevation to a replacement bench mark. Perform level ties to other adjacent bench marks whenever in doubt about an elevation.

After the new mark has been established and leveled to, the old disk should be removed and returned to NGS at the address listed for Data Submission. If the old disk cannot be returned, please describe the reason. A copy of the field notes, description of original mark, description of reset mark, completed reset forms, and any remarks that seem pertinent to this action should also be submitted.

Data Review and Final Adjusted Elevations

NGS will review submitted data for conformation to guidelines, quality, and completeness, then adjust observed elevation differences. Final adjusted elevation and description for the new reset mark will be published in NGS elevation records and available through its database.

Information about the National Geodetic Survey, its products and services, as well as station data sheet information can be found on the NGS Internet site at <http://www.ngs.noaa.gov>.

Data Submission

Before NGS will publish new reset elevations, the following **must be supplied**:

1. Completed "Report on Relocation and Description of Reset Bench Mark" form with new station description. (Attached form.)
2. Completed "Observations for Relocation of Bench Mark" form for observations between reset mark and existing mark(s) or reference points used to reset the mark. (Attached form.)
- 2a. Digital Levels: Paper as well as digital copy of leveling observations.
3. The old disk and/or "Report on Condition of Survey Mark." (Attached form.)

Bench mark resets pertaining to Montana Department of Transportation construction projects should be sent to:

Photogrammetry and Survey Section
Montana Department of Transportation
2701 Prospect Avenue
P.O. Box 201001
Helena, MT 59620-1001
Phone: 406-444-0602

Bench mark resets not pertaining to Montana Department of Transportation construction projects should be sent to:

Curt Smith
National Geodetic Survey
P.O. Box 140533
Boise, ID 83714
Phone: 208-332-7197
E-mail: Curt.Smith@noaa.gov

Attachment A. Guidelines and Procedures to Replace a Destroyed Bench Mark Along an Existing Level Line and Maintain Original Order of Accuracy

The guidelines and procedures given below were written to provide guidance on establishing, to the same order/class, one or two bench marks along a previously leveled line of bench marks from the remaining bench marks along that line. If a large number of bench marks in a row along a line are destroyed, it is recommended that a minimum of three existing bench marks on each side of the destroyed bench marks be tied or perhaps the entire line re-leveled.

If these guidelines and procedures are followed, the resulting height of the new bench mark will be published to millimeters, and the accuracy will be published to the same order/class as the original line. The results will NOT be published as a third-order “reset” bench mark.

Network Geometry

First-order (preferred method): (A, B, and C are existing first-order bench marks)



A	to	B	=	single-run, must check published difference
B	to	NEW	=	double-run, forward and backward leveling must check*
NEW	to	C	=	single-run
B	to	C	=	not directly leveled but must check published difference

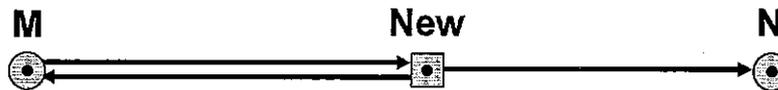
First-Order (optional method): (D, E, and F are existing first-order bench marks)



D	to	E	=	single-run, must check published difference
E	to	F	=	single-run, must check published difference
F	to	NEW	=	double-run, forward and backward leveling must check*

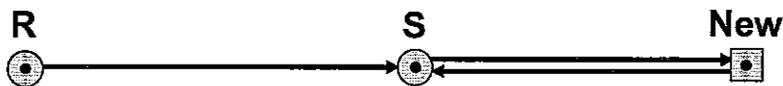
***Note:** “Check” refers to “Maximum section misclosure (mm)” of $4 \cdot (\sqrt{D})$ as defined for First Order, Class II levels, where D is shortest length of section (one-way) in km, in the publication “FGCS Standards and Specifications for Geodetic Control Networks.”

Second-order (preferred method): (M and N are existing second-order bench marks)



M to NEW = double-run, forward and backward leveling must check*
NEW to N = single-run
M to N = not directly leveled but must check published difference

Second-Order (optional method): (R and S are existing second-order bench marks)



R to S = single-run, must check published difference
S to NEW = double-run, forward and backward leveling must check*

***Note:** "Check" refers to "Maximum section misclosure (mm)" of $6 \cdot (\text{sqrt } D)$ as defined for Second Order, Class I levels and $8 \cdot (\text{sqrt } D)$ as defined for Second Order, Class II levels, where D is shortest length of section (one-way) in km, in the publication "FGCS Standards and Specifications for Geodetic Control Networks."

Additional Requirements When Submitting Data to NGS

1. The observations and a description for the new bench mark and recovery notes for the existing bench marks must be submitted in Blue Book format.
2. Software programs VFPROC or PCVOBS (observations) and WDDPROC (descriptions and recovery notes) must be used to create the data in Blue Book format.
3. The monumentation should be commensurate with the monumentation used on the original level line; however, upgrading the monument to a type that will provide B or better stability is recommended.
4. The leveling equipment and procedures used must meet the FGCS specifications for the order/class of leveling being performed.

Attachment B. New or Replacement Survey Monuments

Typical bench mark or geodetic control disks are made of aluminum, brass or bronze. They are about 7.5 cm in diameter and have a domed surface to support the foot of a leveling rod and a center point for plumbing survey equipment. Information is imprinted on this surface to identify the monument and to aid the user in obtaining data on it. This pre-cast logo is recessed so that it does not interfere with the leveling rod or other survey equipment. A deformed shank or stem, about 7.0 cm long, is cast with, silver-soldered, or otherwise attached to the bottom surface of the disk to help prevent the disk from being dislodged.

Site Selection

Even though the reset bench mark must remain within the general proximity of original monument, considerations for selecting an appropriate site for the replacement monument must be addressed. Select a secure location that might provide natural protection, such as one well away from the highway surface near the edge of the right-of-way. Provide for monument stability, both vertically and horizontally, by selecting a location that reduces the influence from ground and soil movement. Avoid settings in low, potentially wet areas, in slopes, and in all earth-fill situations. Crests of hills are generally good locations for bench marks as they reduce influence of frost heave and the consistency of the soil tends to be more firm. Ensure usefulness by selecting a location that is readily accessible and safe for users. Select a site with good, unobstructed horizons so the bench mark can be used with the global positioning system if possible. **Caution: Always confirm the absence or presence and location of buried utilities prior to digging monument holes by contacting the local utility companies or diggers hot-line.**

Concrete Monuments

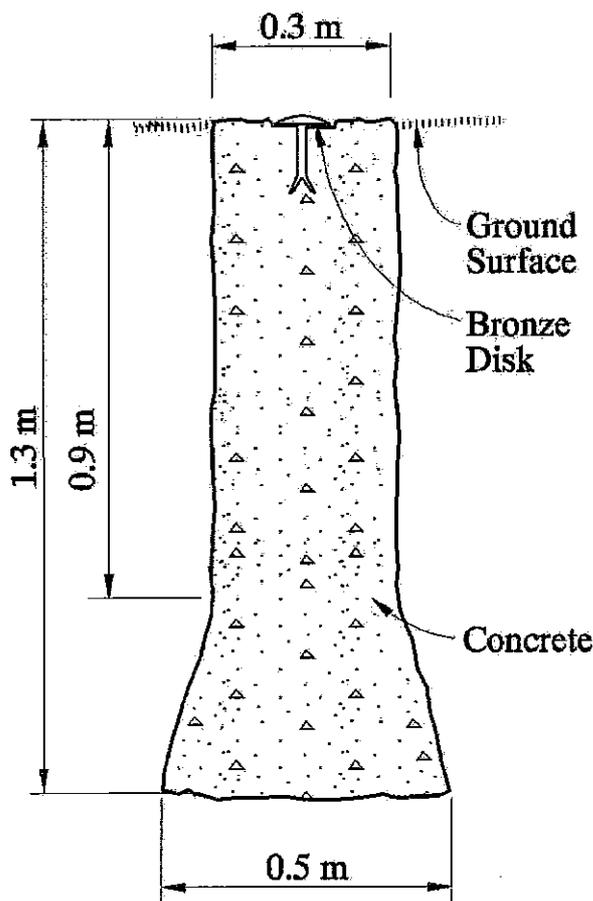
- 1. Monument Design.** The concrete monument should be poured-in-place in a hole dug in the ground, cylindrical or squared in appearance and slightly "bell-shaped" at the bottom. The monument must extend well below the frost line, typically 1.3 meters deep and 0.3 meter in diameter. Local ground conditions, such as hard soil types with subsurface rock, may prohibit desired monument depth whereas softer, sandy soil types may require slightly deeper monuments to assure stability. Avoid setting concrete monuments in areas affected by sliding or other potential movement, such as in slopes and all earth-fill situations.
- 2. Station Designation.** Stamp the station designation and setting year on the top surface of the disk prior to setting.
- 3. Digging the Hole.** The hole is generally dug with an auger or post-hole digger, bell-shaped at the bottom, then backfilled with concrete mix. The bottom of the hole is enlarged about 0.1 meter in radius, tapering upward for 0.4 meter, in order to make the bottom of the monument bell-shaped. Care should be taken to avoid creating any shoulders or mushrooming effect near the top of the monument which might afford opportunity for frost heave or surface soil action. A round form is recommended, such as black tar paper (felt paper) or cardboard "sauna tube," for finishing the top 0.3 meter or so of the monument. A smooth rounded surface is less susceptible to damage by frost or other forces than unfinished tops.

4. Concrete Ingredients. The quality of the ingredients and their proportions help determine how dense and impervious the cured concrete will be. The ingredients include aggregate, cement, and water. Aggregate should be clean (free from silt and clay, harmful chemicals, and organic matter) and well graded, i.e., it contains proportionate amounts of many particle sizes. In specifying mix proportions the aggregate is usually divided into two parts, sand (particle size less than 4 mm) and gravel (particle size greater than 4 mm). Both parts should be well graded. Aggregates that are porous, split easily, or are otherwise weak or permeable result in poor concrete. Examples of poor aggregate include shale, claystone, sandstone, and micaceous rocks.

Varying sized bags of pre-mix concrete are readily available and work well for setting concrete monuments. When using pre-mix concrete, ensure that the aggregate is well graded. Additional Portland Cement and/or sand, typically $\frac{1}{2}$ shovelful each per 60-pound bag, can be added to improve consistency and the quality of the finished mark. A typical concrete monument setting requires from 8 to 10 60-pound bags of concrete mix depending on the size of the hole.

The water used in concrete mix should be relatively free of impurities such as acids, alkalis, salts, oil, organic matter, and silt. These can decrease the strength and durability of cured concrete. As a rule, do not use water that you would not drink.

Figure B-1. Schematic of concrete monument.



5. Mixing and Placing. Suitable proportions (by bulk volume) of cement to sand to gravel are 1:2:3. If the gravel is made up of fragmented or angular particles, use a little less gravel and proportionately more sand. Add only enough water to make the mix workable. About half the water added to the mix is used in the chemical reaction (hydration) that causes the paste to harden into binder. If too little water is used, however, the mix will not compact properly and spaces will be left in the mass. A good indication of the right amount of water is that the mix neither runs nor falls off the shovel but sluggishly slides off and flattens upon hitting the ground.

Fresh concrete must be well mixed before it is placed, otherwise the minute particles of cement will not be sufficiently wet and the aggregate will not be completely coated with paste. Before placement, the hole should be damp so the moisture will not be drawn from the fresh concrete into the surrounding soil. In no case should it be so wet as to be muddy. Segregation of the various sizes of aggregate should not be much of a problem when

pouring concrete survey monuments, but be aware that segregation can occur and is undesirable

when it does. While filling the hole, continuously tamp the mix into a compact mass so it becomes less pervious and consequently more durable. Some bleeding (water gain at the surface) is to be expected when finishing the mark. Excessive bleeding indicates too much water in the mix or poor gradation of aggregate.

6. Finishing Monument. After pouring concrete and tamping to settle and remove voids, the top of the monument is smoothed off and slightly beveled with a trowel. The top of the finished monument should be flush with the ground or slightly recessed for protection from mowers, etc. The disk is thoroughly cleaned to remove oils and extraneous dirt then set into position in the center of the monument top. Placing a small amount of concrete on the underside of the disk before installing helps insure air is not trapped under the disk. The disk is typically oriented to provide easy designation identification as you would normally approach the monument. Finish the top of the monument by smoothing with the trowel once the disk is in place.

7. Clean Up. Clean excess concrete from the surface of the disk after installing. The area is then cleaned, excess dirt and trash removed, and site returned to as-found condition. **Caution: The lime and/or cement in concrete can cause burns on skin and destroy clothing. Water used to rinse tools, concrete/cement mixing containers, etc., can kill vegetation when dumped on the ground.**

8. Curing Concrete. Concrete should normally be covered for several days after it is placed. This prevents rain from making the mix too wet and from ruining the finished surface. It also prevents the surface from drying too rapidly, leaving too little water for complete hydration.

9. Cold Weather Precautions. Freezing of fresh concrete has a damaging effect because expansion of water as it freezes separates solid particles in the mix. This reduces strength of the bond and makes the concrete more porous and correspondingly less durable. Three protective measures should be taken in cold weather, either singly or in combination. First, use warm ingredients. During the first 24 hours after a mix has been placed, it develops little heat of its own to prevent freezing. After 24 hours some heat is developed as a product of the chemical reactions occurring in the mix. The use of warm ingredients is especially beneficial during the first 24 hours. To keep the aggregate and cement warm, store them indoors and keep them in a heated vehicle until the materials are mixed.

Second, use Type III (high-early-strength) cement or special additives, such as calcium chloride, that speed curing. The calcium chloride should be dissolved in the mixing water instead of mixing it with other ingredients. If a large number of concrete marks are being installed by mass production using a "ready-mix" contractor, fast-curing additives should not be added until the concrete is delivered on site.

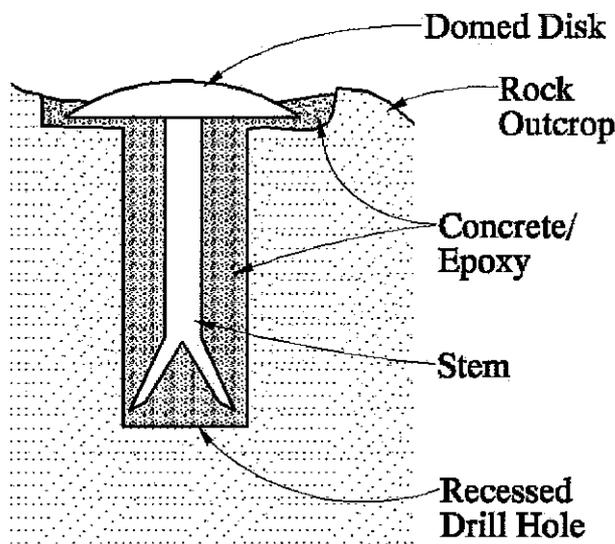
Third, insulate the finished mark for a week after the concrete is poured. One method is to cover the mark with boards resting on supports. This is covered with paper or plastic, then by a layer of straw, Styrofoam, or similar insulating materials about 0.15 meter thick and finally a layer of soil 0.15 to 0.3 meter thick. Pile snow loosely on top if available.

Survey Disk Set in Bedrock or Structure

Sound bedrock is the most desirable setting for vertical control points. Besides the ease and cost effectiveness with which a disk can be installed in bedrock, it provides the most stable setting in terms of both crustal motion and disturbances inflicted by people. Always use bedrock when a suitable outcrop exists. As a rule of thumb, the bedrock is considered potentially good if the distance between joints and fissures is greater than 1 meter.

1. Station Designation. Stamp the station designation and setting year on the top surface of the disk prior to setting.

2. Site Selection. Pick a fairly level and accessible spot on the outcrop that appears intact with the bulk of the rock. A simple test can be performed to help determine the condition and integrity of the rock by placing one's hand near the area the disk will be set then striking the outcrop with a moderately heavy hammer and feeling for vibration. Sound outcrop will force the hammer to rebound with each impact and vibration through the rock should be minimal.



3. Drilling the Hole. Drill a 2.5 cm diameter hole about 8.0 cm deep into the bedrock. Chisel a flat, level recessed area around the top of the hole to a diameter slightly larger than the disk. Test the hole with the disk to see if it is deep enough and that the disk sits flush in the chiseled area.

When the installation is completed, the top surface of the disk should sit level and slightly below the surface of surrounding rock to help protect the disk. Chisel a drain channel through the low edge of drilled recess to allow water to drain away from finished mark. **Caution: Protective eye-wear should be worn when drilling into bedrock or masonry.**

Figure B-2. Side view of disk in outcrop.

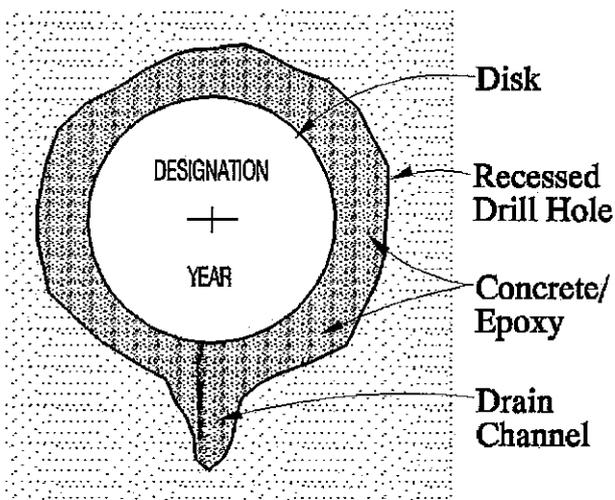
4. Mixing Cement. Remove all rock powder and debris from the hole and recessed area. Flush and fill the hole with clean water; then pour dry cement into it. Mix ingredients right in the hole with a thin stick or other implement such as a screw-driver. Add water and cement to make enough mortar/cement to fill hole with a little extra available to place on the underside of the disk. When the mortar is completely mixed, it should be thick but still workable, like heavy mashed potatoes.

5. Preparing the Disk. Wet and clean the disk by rubbing all surfaces with cement to remove unwanted dirt and oils; rinse well. Fill underside of the disk with mortar using a trowel. Hold disk loosely upside-down by the end of the shank then gently tap the domed surface of the disk from below with the handle of the trowel several times to allow mortar to settle and trapped air to

escape. This is very important because it will prevent the existence of highly undesirable voids under the disk once it's in place.

6. Setting the Disk. Place the shank of the disk into the cement filled hole and press the mark firmly into place. Slightly twist the disk back-and-forth and gently tap it with the end of the trowel handle to help settle the disk completely and evenly into the recess in the bedrock. The disk is considered set when the slight back-and-forth movement stops and the disk settles firmly in place. Work excess mortar around the outer edge of the disk, making sure that it is smooth and slightly overlaps the top, edges of the disk. An exposed disk edge could provide a weak spot used by someone or the elements to dislodge the mark.

Figure B-3. Top view of disk in outcrop.



7. Cleaning and Finishing. Sprinkle some dry cement on the exposed surface of the disk, then rub it with a clean rag or short bristled brush using circular strokes. This cleans the disk and removes excess mortar from its surface and recessed letters. Rubbing the wet mortar around the edge of the disk in the same manner is done intentionally to finish its surface and help prevent cracking. Brush away loose cement and make sure that the finished product has a neat appearance.

8. Curing Cement. Cover the newly set disk while the cement is still wet to prevent

heavy rains or other foreign debris from ruining its surface and to conceal the disk from people who might tamper with it at this stage. A piece of wood, cardboard, heavy paper, or similar item should suffice and shall be removed after cement has cured.

9. Clean Up. The area is then cleaned, excess dirt and trash removed, and site returned to as-found condition. **Caution: The lime and/or cement in concrete can cause burns on skin and destroy clothing. Water used to rinse tools, concrete/cement mixing containers, etc., can kill vegetation when dumped on the ground.**

Survey Disk in Structure

The procedure for setting a disk horizontally in a concrete or masonry structure is identical to that for setting one in bedrock. **Caution: Use protective eye-wear when drilling into masonry or concrete.**

Stability and safety issues are also concerns when setting a disk in light structures such as bridges. Select locations with continuous, deep foundations such as head walls and avoid locations such as curbs, sidewalks, bridge decks, and railings.

When drilling into brick or other soft material, an electric drill or hammer and star drill should be used rather than heavy power equipment to prevent potential damage to the exterior. Recess the chiseled depression for the disk so that the top of the disk when set is flush with surrounding structure. This will eliminate the need for a chiseled drain as described for the disk in outcrop.

The hole should be flushed with water and wet before mortar is put into it to remove dusty surfaces and aid bonding. After placing the shank of the disk into the mortar filled hole, work it to the bottom edge of the hole, as described in Step 6, above, so that it will not settle askew while the mortar is curing.

Highway grade epoxy may be used in place of cement if it meets ultraviolet standards and will hold up to all weather conditions. The setting procedures with epoxy are similar to those described previously except that the drilled hole, though needing to be extremely clean, cannot be wet.

Attachment C. Station Descriptions

Station descriptions should be concise, accurate, informative documents that enhance recovery of survey monuments. Standardized forms for writing descriptions ensure that pertinent station information is recorded completely and consistently while at the survey monument site. This reduces errors and omissions that occur when writing station descriptions from memory. See attached "Report on Relocation and Description of Reset Bench Mark" form.

In general, descriptions are comprised of four elements: a standardized descriptive heading and three paragraphs of text including a description of physical monument, a "to reach" narrative, and permanent station reference objects with measurements therefrom.

1. Description Headings. Station description headings identify the survey monument. This heading facilitates cataloging and referencing descriptive information by the establishing agency and for others wishing to use the monument. This information includes the station designation, station identification stamping, type of monument and/or datum point, approximate latitude, longitude, elevation, and county of location, agency and date of establishment, and other pertinent data.

2. Description of Physical Monument. Text for a station description should begin with general comments consisting of a brief, approximate discussion of station site location, monument type, and setting style. This helps pinpoint the station's location on a map and assists surveyors unfamiliar with the area. General comments include airline distances and directions from nearest towns or prominent landmarks, and a general statement about immediate area, such as "on top of the east end of a long highway cut." A detailed description accurately describes the monument and prepares the surveyor for the type of monument expected at the site. Examples include: "the station is a 7.5 cm diameter brass NGS bench mark disk set in top of a 0.3 meter round concrete monument 1.3 meters deep and projecting 5.0 cm above the ground," or "the station is the top center of a stainless steel rod recessed 80 mm below ground driven to refusal at a depth of 7.5 meters encased in a 0.12 meter PVC pipe with standard logo cap surrounded by concrete and flush with the ground."

Property ownership information should be included as the last sentence for all general comment paragraphs. Ownership information, such as owner's name, address and business phone number, or a comment such as "on state highway right-of-way", facilitates station access.

3. "To Reach" Narrative. Reaching the station by vehicle or other means is described in detail in the "to reach" narrative. Begin narrative at an easily located starting reference point, such as a prominent highway junction, post office, or courthouse (sometimes post offices and courthouses are harder to find than the mark itself so judgement must be used). Direct the reader from the starting point with routes and clocked mileage, including cross-references such as road intersections, to the station site. Describe each turn, route followed and distance traveled. Vehicle mileage, accurate to the tenth of a mile, is obtained from a vehicle's odometer and directions are determined from good maps or compass headings.

Important information regarding a station's location will not be omitted if consistent writing style is maintained for all descriptions. After initial starting point of the "to reach" is described, each new sentence should be written in the following format; Go, Continue or Turn, what direction,

on what road, for what distance, to what point, e.g., "continue northwest on State Highway 22 for 2.3 km to the station on the left."

4. Permanent Station Reference Objects with Measurements. The third and final paragraph of the station description identifies exact measurements from described reference objects.

List at least three permanent reference objects with distances and directions from the station in each description. Objects measured from varying directions to station sites are essential for locating a buried monument or to help verify that it has been disturbed or destroyed. More than three measurements and references benefit in the event that one or more are lost through time. Exact measurements to the hundredth of a meter (centimeter) and accurate compass derived directions save time when searching or digging for hidden or buried monuments.

Reference items such as numbered power poles, top center of culvert pipe ends, concrete head walls and wing walls, permanent fence corners and road center lines are long lasting and easily identified

Record all distances and measurements with proper unit annotations. If both English and metric units are desired, record one within parentheses following the other measurements, again noting associated unit annotations.

Metal or fiberglass witness posts have been set near many bench marks. If one of these witness posts is near the mark to be relocated, it should be moved or replaced, if possible, to a location near the new mark. A statement of the distance and direction from witness post to new mark should be included in description.

Report on Condition of Survey Mark

Station Name: _____

State: _____ County: _____

Agency Disk: USC&GS ___ NGS USGS Other: _____

Station Recovered By: _____

Organization: _____

Address: _____

Telephone: _____ Date of Recovery: _____

Stamping on the Disk: _____

(Example: Y 126 RESET 1982 or JONES 1986 or JONES NO 2 1986)

Recovery Condition: **Good** **Poor** **Not Found** **Destroyed**

(Note: **Circle one.** Destroyed means you recovered disk and are returning it to address listed below)

Explanation of Recovery: _____

Changes (if any) to the Station Description: _____

(Note: RAD = Recovered As Described; Changes example: TO REACH THE STATION FROM THE INTERSECTION OF U.S. HIGHWAY 36 AND STATE HIGHWAY 24 IN SALEM, GO SOUTH ON U.S. HIGHWAY 36 FOR 3.5 KILOMETERS TO THE MARK ON THE LEFT. THE MARK IS 34.5 M EAST FROM THE CENTER OF THE HIGHWAY, 15.4 M SOUTH FROM A POWER POLE. Try to give four measured ties in the description. If only a witness post or other feature is added, report only that information: THE MARK IS 2.5 M EAST FROM A FIBERGLASS WITNESS POST.

Return this form to: Curt Smith
National Geodetic Survey
P.O. Box 140533
Boise, ID 83714
Telephone: 208-332-7197

Include the following information if known:

NGS database PID: _____ USGS Quad: _____

Latitude: _____ Longitude: _____

Elevation: _____ Setting Type: _____

Report on Relocation of Reset Bench Mark

Station Designation:	Level Line Number:	State:	County:
Latitude:	Longitude:	Position Accuracy: +/- Scaled GPS Other:	
Project Name:		Highway Name:	Key#:

Information About Old Mark (circle or check options):

Exact Stamping of Old Disk: _____

Agency Pre-Cast in Disk/Monument Cover: _____

Published Elevation of Old Bench Mark: _____ Meters Feet Datum: _____

Old description agrees as found? Very well More or less Poorly Not at all

Old monument solidly in ground? Yes No, explain: _____

Any damage to disk or monument? No Yes, explain: _____

Anticipated date old mark to be Disturbed or Destroyed _____

Describe reason for reset: _____

Information About New Mark:

Exact Stamping of New Disk: _____ Date Set: _____

Agency Pre-Cast in Disk/Monument Cover: _____

Type of Disk Set: _____ Magnetic Material: _____

Site suitable for use with GPS geodetic surveying (e.g., few obstructions to satellites) Yes No Don't know

Setting Classification of New Monument (circle monument type 1, 2 or 3; circle or check options):

1. Concrete Post:
 - a. Diameter of Monument: _____ m Depth of Monument: _____ m
 - b. Top of Monument: Flush Projecting Recessed _____ m, with ground.
2. Disk Set in Drill Hole:
 - a. Rock Outcrop or Boulder Approximate exposure: _____ m by _____ m
 - b. Bridge Abutment or Other, explain: _____
 - c. Mark relationship with surface: Flush Projecting Recessed _____ m, with _____
3. Rod Mark Driven to Refusal:
 - a. Depth of rod driven: _____ m To refusal, Slow time met Grease filled sleeve depth: _____ m
 - b. Top of rod recessed _____ cm below monument cover.
 - c. Top of monument cover: Flush Projecting Recessed _____ m, with _____

Reported By: _____ Date: _____

Agency: _____ Contact: _____

Address: _____ Telephone: () _____

City / State / Zip: _____ Fax: () _____

E-mail: _____

Observations for Relocation of Bench Mark

Original Mark Stamping: _____	Replacement Mark Stamping: _____
PID (if known): _____	Date of Leveling: _____
Elevation: _____ (ft / m)	Computed Elevation: _____ (ft / m)
Vertical Datum: NGVD 29 or NAVD 88	(from below) _____ (ft / m)

State: _____ County: _____ Latitude: N _____ Longitude: W _____ Hz. Datum: _____

Level Instrument: Manufacturer: _____ Model Number: _____ Serial Number: _____
Rod #1: Manufacturer: _____ Model Number: _____ Serial Number: _____ Rod Scale Units: _____
Rod #2 (optional): _____ Model Number: _____ Serial Number: _____ Rod Scale Units: _____

Forward Running: Old to New (ft / m) Observer: _____ Rodman # 1: _____ Rodman # 2: _____

Start Time:	Temperature:	F / C	Sun Conditions:	Wind Conditions:	Stop Time:	
Point	Backsight	H.I.	Foresight	Elevation	Distance	Remarks
	Starting or Published Elevation =					
Forward Running Elevation / Total Distance =						

Backward Running: New to Old (ft / m) Observer: _____ Rodman # 1: _____ Rodman # 2: _____

Start Time:	Temperature:	F / C	Sun Conditions:	Wind Conditions:	Stop Time:
	Starting Elevation from Forward Running Elevation =				
Backward Running Elevation / Total Distance =					
Forward Starting or Published Elevation =					
Backward Running Elevation =					
Difference = Forward Starting or Published Elevation - Backward Running =					
Final New Elevation = Forward Running Elevation - (*Difference - 2)				*Maintain Sign of Difference =	

Agency / Firm: _____	Submitted By: _____
Address: _____	Telephone: () _____
City / State / Zip: _____	E-mail: _____