

**CITY OF SARATOGA**  
**CONTRACT DOCUMENTS**  
**FOR**  
**WILDWOOD PARK PEDESTRIAN BRIDGE RENOVATION**

**KEY BID DATES**

Date Issued: April 11, 2014

Pre-bid Meeting: Tuesday, April 22, 2014; 10:00 a.m.

Requests for Equals/Clarifications Due: Wednesday April 23, 2014; 5:00 p.m.

Bid Due: Monday April 28, 2014; 2:00 p.m.

**CITY OF SARATOGA  
CONSTRUCTION AGREEMENT**

**WILDWOOD PARK PEDESTRIAN BRIDGE RENOVATION**

THIS AGREEMENT is made at Saratoga, California by and between the CITY OF SARATOGA, a municipal corporation ("City"), and \_\_\_\_\_ ("Contractor"), who agree as follows:

RECITALS

WHEREAS, City requires the services of a qualified contractor to perform the work described this Agreement; and

WHEREAS, City lacks the qualified personnel to provide the work; and

WHEREAS, in accordance with Article 3 of Chapter 2, Part 3, Division 2 (commencing with Section 22030) of the State Public Contract Code and Article 12-15 of the City of Saratoga Municipal Code the City has solicited informal bids and selected Contractor to perform the work; and

WHEREAS, Contractor is duly qualified to provide the work; and

WHEREAS, Contractor is agreeable to providing such work on the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto agree as follows:

**1. RESULTS TO BE ACHIEVED.** Contractor shall perform the work described in Exhibit A ("Work") in strict accordance with all plans, specifications, and other Contract Documents. Contractor is not authorized to undertake any efforts or incur any costs whatsoever under the terms of this Agreement until Contractor receives a fully executed Agreement from the Administrative Services Department of the City of Saratoga. The term "Contract Documents" means this Agreement, all documents attached to or otherwise made a part of this Agreement, including but not limited to those identified in Exhibit A, all certificates of insurance and bonds required by this Agreement, and Section 9 of the State of California, Department of Transportation Standard Specifications for Construction of Local Streets and Roads (2002) which includes procedures for determination of payments, compensation for extra work by force account, partial payments, and final payments. Where there is a conflict between the requirements of the several Contract Documents, the more stringent requirements shall govern.

2. **TERM.** The term of this Agreement commences on May 1, 2014 and ends October 31, 2014 unless City terminates the Agreement as provided in Section 10.

3. **PAYMENT.** City shall pay Contractor for Work performed in accordance with this Agreement at the time and in the manner set forth in Exhibit B ("Payment"). The payments specified in Exhibit B shall be the only payments to be made to Contractor in connection with Contractor's performance of the Work pursuant to this Agreement. Contractor shall submit all billings to City in the manner specified in Exhibit B; or, if no manner is specified in Exhibit B, then according to the usual and customary procedures and practices which Contractor uses for billing clients similar to City.

4. **CHANGES IN WORK.**

A. Contractor shall make no changes in the Work without written direction from the City. Contractor shall not be compensated for any change made without any such written direction. No changes in the Work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

B. If the City directs the Contractor in writing to make changes in the Work that materially affect the cost of performing the Work, the Contract Price will be adjusted based on one of the following:

- i. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
- ii. By establishment of new unit prices and related quantities for the changed Work;
- iii. By a combination of existing and new unit prices and related quantities for the changed Work; or
- iv. By mutual acceptance of a lump sum.

C. If the City directs the Contractor in writing to make changes in the Work that Contractor demonstrates materially affect the time required to perform the work, the City will make a reasonable adjustment to the Contract Time.

5. **LABOR.**

A. The Contract is subject to the provisions of Part 7 of Division 2 of the California Labor Code (Sections 1720 and following), and Contractor and any subcontractor shall pay not less than the prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the vicinity of the Work, a copy of which is on file in

the office of the City, and shall be made available for viewing to any interested party upon request.

B. As required by Labor Code Section 1773.8, the Contractor shall pay travel and subsistence payments to each worker needed to perform the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8.

C. Contractor and any subcontractor shall keep accurate payroll records, in accordance with Section 1776 of the Labor Code, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work.

D. The Contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article.

E. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors 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.

F. 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 Administrator 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."

**6. LICENSE REQUIREMENT.** Contractor's attention is directed to Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. At the time Contractor submits its bid to the City and all times Contractor is performing the Work, Contractor shall have a valid license issued by the Contractors State License Board in the classification stated in the **NOTICE INVITING INFORMAL BIDS**. Contractor and all subcontractors shall be licensed in accordance with the laws of this State and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws.

**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 YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 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.**

**7. TIME.** Time is of the essence of this Agreement. Contractor shall provide City with scheduling information in a form acceptable to City, including any changes made by City in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance. It is further agreed that in case Contractor fails to complete the Work in all parts and requirements within the Contract Time set forth in Exhibit A, the City shall have the right to extend the Contract Time or not, as may seem best to serve the interest of the City; and if it decides to extend the Contract Time, City shall further have the right to charge to the Contractor, its heirs, assigns or sureties, and to deduct from the 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. In the event that Contractor's work is delayed for any reason, including acts of City, Contractor's sole remedy shall be an extension of time equal to the period of delay, provided Contractor has given City written notice of the commencement of delay within 48 hours of its occurrence. If the City accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

**8. NOTICES.** All notices or communication concerning a party's compliance with the terms of this Agreement shall be in writing and may be given either

personally, by certified mail, return receipt requested, or by overnight express carrier. The notice shall be deemed to have been given and received on the date delivered in person or the date upon which the postal authority or overnight express carrier indicates that the mailing was delivered to the address of the receiving Party. The Parties shall make good faith efforts to provide advance courtesy notice of any notices or communications hereunder via e-mail. However, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above. Any Party hereto, by giving ten (10) days written notice to the other, may designate any other address as substitution of the address to which the notice or communication shall be given. Notices or communications shall be given to the Parties at the addresses set forth in Exhibit A until specified otherwise in writing.

## **9. ASSIGNMENT AND SUBCONTRACTING.**

A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.

B. For the purposes of administering this agreement no subcontractors will be recognized by the City as such, and all persons engaged in the work of construction will be considered by the City as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and specifications.

C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code Sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

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

E. Contractor may not assign performance of the Contract except upon written consent of the City.

## **10. TERMINATION.**

A. Should Contractor fail within five (5) working days from receipt of City's written notice to correct any contractual deficiencies, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of City, or failure to pay its creditors, City may terminate this Agreement for default. Following a termination for default, City shall have the

right to take whatever steps it deems necessary to correct and complete the work and charge the cost thereof to Contractor, who shall be liable for the full cost of City's corrective action, including reasonable overhead, administrative costs, and attorneys' fees.

B. City may at any time terminate the Contract at City's convenience upon five days written notice to Contractor; in the event of termination for convenience, Contractor shall recover only the amount due under the contract for Work completed to the date of termination in accordance with the Contract Documents, less amounts paid to date. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of such termination.

C. If City terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

#### **11. HOLD HARMLESS AND INDEMNIFICATION.**

A. The City of Saratoga and all officers, employees, and agents thereof connected with the Work, 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's officers or employees.

B. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold harmless the City, its elected and appointed officials, employees and agents, 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 and subcontractors), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with the performance of the Work, regardless of the Contractor's fault or negligence, including any of the same resulting from City's alleged or actual negligent act or omission, or its 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 constituent entities, its and their officers, agents, or servants who are directly responsible to City. This indemnification shall extend to claims asserted after termination of this Contract for whatever reason.

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

**12. CLAIMS.** If any dispute shall arise between City and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to City within ten (10) days after commencement of the disputed work. Contractor's failure to give written notice within the ten (10) day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work. Disputes arising under this Agreement shall be resolved in accordance with the procedures set forth in Section 20104.50 of the Public Contract Code.

**13. LAWS TO BE OBSERVED.**

A. 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.

B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the 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 the City's representative or their 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, Contractor shall forthwith report the same to the Administrator in writing.

**14. RECORDS AND AUDITS.**

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 permit City and its authorized representatives to inspect and examine Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, 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. City further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Contract.

C. Pursuant to California Government Code Section 10532, 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

**15. INSPECTION AND PROTECTION OF WORK.**

A. Contractor shall make the Work accessible at all reasonable times for inspection by the City. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by the City.

B. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, the City shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

**16. UTILITY FACILITIES.**

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

B. If Contractor while performing the Work discovers utility facilities not identified in the Contract Documents, Contractor shall immediately notify the City and the utility provider. 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.

C. 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 the Changes

section of this Contract, including payment for equipment on the Project necessarily idled during such work.

D. Contractor will not be entitled to damages or additional payment for delays caused solely by the failure of City, or the utility provider, 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.

E. Contractor shall 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 with reasonable accuracy.

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

G. Attention is directed to the possible existence of underground facilities not known to the City, or in a location different from that which is shown on the plans or in the Special Provisions. 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 utility locator service to mark utilities.

**17. DIFFERING SITE CONDITIONS.**

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

- 1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
- 2) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or
- 3) 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 this Contract.

B. The City shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.

C. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.

D. In the event a dispute arises between the 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 cost of, or time required for, performance of 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. The Contractor shall retain any and all rights provided either by this Contract or by law which pertain to the resolution of disputes and protests.

**18. WAIVERS OF LIEN.** Contractor shall submit a complete list of major suppliers and/or subcontractors who will be providing material and/or labor for the performance of the Work. Contractor shall submit with each payment request waivers of lien from each major supplier and/or subcontractor that meet the requirements of Civil Code Section 3262.

**19. BONDS AND INSURANCE.**

A. Bonds. For contracts in excess of \$25,000 Contractor shall, within ten (10) days after being notified of the award of the contract, and before the City will execute the agreement for construction or issue a Notice to Proceed, furnish and file with the City Performance and Payment Surety bonds as set forth below. All bonds shall be issued and duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to City.

1. Contractor shall submit a Performance bond on the form provided with the Contract Documents as Exhibit E, conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. This bond shall be in a sum no less than one hundred percent (100%) of the total Contract Price.

2. Contractor shall also submit a Payment Surety bond on the form provided with the Contract Documents as Exhibit E that in all respects complies with Civil Code sections 3247-3252, inclusive. This bond shall be in a sum no less than one hundred percent (100%) of the Contract Price.

B. Insurance. Contractor shall obtain, at its sole cost and expense, all insurance required by Exhibit D to this Agreement. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to City within ten (10) days after being notified of the award of the contract, and before execution of the agreement by the City.

**20. GENERAL TERMS.**

A. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. However, with the consent of the City given in writing, Contractor is entitled to subcontract such portions of the work to be performed under this Agreement as may be specified by City.

B. Contractor shall ensure that all employees of Contractor and any subcontractor retained by Contractor in connection with this Agreement have provided the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.

C. Contractor represents and warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest on the part of Contractor, or that the Contractor has already disclosed all such relevant information.

D. Contractor assures and agrees that Contractor will comply with Title VII of the Civil Rights Act of 1964 and other laws prohibiting discrimination and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit factors be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

E. Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

F. Except as otherwise provided by law, if any arbitration or litigation is commenced between parties to this Agreement concerning any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys' fees and costs.

G. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state and venue shall be in Santa Clara County, California.

H. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

I. Contractor understands and agrees that there is no representation, implication, or understanding that the City will request that Work performed by Contractor under this Agreement be supplemented or continued by Contractor under a new agreement following expiration or termination of this Agreement.

J. This Agreement is entered only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.

K. This Agreement incorporates the documents attached hereto as Exhibits and supersedes any and all agreements, either oral or written, between the parties hereto with respect to Contractor's completion of the Work on behalf of City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. No amendment, alteration, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**City of Saratoga**

**Contractor**

By:

By:

\_\_\_\_\_  
Dave Anderson,  
City Manager

\_\_\_\_\_  
**INSERT NAME**  
INSERT TITLE

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

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

Attest:

\_\_\_\_\_  
Crystal Bothelio, City Clerk

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

Approved as to Form:

\_\_\_\_\_  
Richard Taylor, City Attorney

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

**Attachments**

- Exhibit A -- Work
- Exhibit B – Payment
- Exhibit C – Special Conditions
- Exhibit D -- Insurance Requirements
- Exhibit E – Bond Forms
- Exhibit F – Notice Inviting Informal Bids
- Exhibit G - Specifications

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## **Exhibit A WORK**

### **Summary of Work to be Performed: As stated in the NOTICE INVITING INFORMAL BIDS.**

**Contract Time:** Contractor shall complete the Work no later than forty-five (45) calendar days from issuance of Notice to Proceed.

**Work to be Performed:** The Work is described in the following documents which are incorporated into and hereby made a part of this Agreement:

- Notice Inviting Informal Bids dated April 11, 2014
- Plans prepared by Steve Benzing, dated January 15, 2014
- Specifications as indicated below (*check appropriate box*):
  - Technical Specifications included in the Contract document.
  - Caltrans Standard Specifications for the Construction of Local Streets and Roads, 2006 Edition, English Units (1-9)

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.

**Warranty:** Contractor warrants to City that all materials and equipment furnished shall be new, free from faults and defects and of good quality. Contractor hereby warrants its work against all deficiencies and defects for 12 months or the longest period permitted by the law of this State, whichever is more, or as otherwise provided in the Contract Documents.

**BID SCHEDULE**

<b>BASE BID ITEMS</b>				
<b>Item</b>	<b>Quantity</b>	<b>Units</b>	<b>DESCRIPTION</b>	<b>COST</b>
1	1	LS	Mobilization	
2	1	LS	Demolition and proper disposal of existing wood walking deck, stair treads & raisers, wood railing, metal handrails, light fixtures and all associated fastening elements	
3	1	LS	Supply and install new wood walking deck, stair treads & risers, wood railings, metal handrails, and all associated fastening elements	
4	1	LS	Supply and install new light fixtures and all associated fastening elements	
5	1	LS	Miscellaneous items including BMPs, protective fencing, anti-slippery ramp surface treatment and other work necessary to complete the work	
<b>TOTAL BASE BID</b>				

All items include all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, testing, engineering, installation, and/or any other act or thing required to diligently and fully perform and complete the work.

**The award will be based on the Total Base Bid.**

Bid bond is not required.

Bidding Company name: \_\_\_\_\_

Contact (name, phone No.): \_\_\_\_\_

Addenda received: \_\_\_\_\_

Signature and date: \_\_\_\_\_

**Contract Administration:** This Agreement shall be administered on behalf of City by Iveta Harvancik, Senior Engineer ("Administrator"). The Administrator has complete authority to receive information, interpret and define City's policies consistent with this Agreement, and communicate with Contractor concerning this Agreement. All correspondence and other communications shall be directed to or through the Administrator or Administrator's designee.

Notices to City pursuant to this Agreement shall be sent in accordance with Section 8 to:

John Cherbone,  
Public Works Director  
City of Saratoga  
13777 Fruitvale Avenue  
Saratoga, CA 95070

With a copy to:

City Clerk  
City of Saratoga  
13777 Fruitvale Avenue  
Saratoga, CA 95070

Notices to Contractor pursuant to this Agreement shall be sent in accordance with Section 8 to:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**Additional Conditions:** Without limiting the foregoing description of the Work, Contractor's Work includes, but is not limited to, the following:

- Submit all required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than five (5) days after the date the City issues a Notice to Proceed.

- Ensure all necessary permits and approvals for the Work have been obtained.
- Protect all materials to be used in the Work in accordance with the specifications.
- Protect existing facilities and personal property.
- Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, City may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.
- Prepare and submit a written daily activity report to City for each day on which work is performed, including weekends and holidays when worked, and submit the reports to the City no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.
- The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
- The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
- Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.
- Contractor shall comply with all applicable Best Management Practices including attached NS-15 Demolition Adjacent to Water.
- Protect existing trees as specified in attached Tree Protective Fencing and Tree Protective Measures document
- Submit product data on all materials. Submit a small sample of wood railing material and metal handrail.

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**Exhibit B  
PAYMENT**

1. **TOTAL COMPENSATION.**

City agrees to pay, and Contractor agrees to accept for full performance of the Work, the unit prices set forth in Contractor's proposal dated \_\_\_\_\_ for the actual quantities of Work performed. The total amount paid to Contractor shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_) (the "Contract Price") subject to adjustments for changes in the Work as may be directed in writing by City.

2. **INVOICES.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for work performed prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of bills, i.e., Bill No. 1;
- b. The beginning and ending dates of the billing period;
- c. A summary containing the total contract amount, the amount of prior billings, the total due this period, and the remaining balance available for all remaining billing periods.

City shall make monthly payments, based on such invoices, for satisfactory progress in completion of the Work subject to retentions described in this Agreement.

3. **ADDITIONAL PAYMENT TERMS.**

A. Contractor shall submit a final payment application in the amount of the contract sum upon completion of the Work and satisfaction of all conditions of the Agreement. City shall make payment within 30 days of receipt of application, less ten percent retention. City shall release the retained funds no less than thirty five (35) days after the date the City accepts the Work.

B. Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

C. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, and other documents, in form satisfactory to City, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien (as provided in Civil Code Section 3262) on behalf of itself and suppliers that furnished labor, material, equipment or services to the Project.

D. Attention is directed to Section 9 of the State of California, Department of Transportation Standard Specifications for Construction of Local Streets and Roads

(2002) which includes procedures for determination of payments, compensation for extra work by force account, partial payments, and final payments. These provisions are Contract Documents incorporated into this Agreement.

- E. Charges from Contractor to City will not be honored or paid by City unless the charges are authorized and approved by City at the time the work is being performed.

## **Exhibit C SPECIAL PROVISIONS**

### **1. LICENSE CLASSIFICATION**

In accordance with Section 3300 of the Public Contract Code, the City has determined that the Contractor shall have a Class A (General Engineering Contractor) or Class B (General Building Contractor) License at the time it submits its bid to the City and at all times it is performing the Work.

### **2. LIQUIDATED DAMAGES**

If Contractor fails to complete the Work within the Contract Time, the City will sustain damage. The actual occurrence of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the Contract Time would be impracticable and extremely difficult to determine. Damages the City would suffer in the event of delay include, but are not limited to, loss of the use of the Work, costs of administration, inspection, supervision and the loss suffered by the public within the City.

Accordingly, the parties agree that the amount herein set forth is a reasonable estimate of the damages which the City shall incur upon failure of the Contractor to complete the Work within the Contract Time: Three Hundred Dollars per day (\$ 300/Day), for each calendar day by which completion of the Work is delayed beyond the Contract Time. 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 to the Contractor under the Contract.

Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Work caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, provided that the Contractor shall within five (5) days from the beginning of any such delay notify the Administrator, in writing, of the causes of delay. The Administrator shall ascertain the facts and the extent of delay, and the Administrator's findings thereon shall be final and conclusive.

### **3. COOPERATION AND CARE**

A. Should construction be under way by the City, other agencies or other contractors within or adjacent to the limits of the work specified 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. The 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.

B. 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. The 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 Provisions.

#### **4. PROGRESS OF THE WORK**

A. Hours of work - Overtime and holidays. The Contractor shall perform all work during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday unless otherwise specified in the Special Provisions or authorized by the City in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from the City. The request must be received at least two (2) working days in advance of any work. No work will be allowed on legal holidays except in the case of an emergency. A listing of holidays observed by City is on file in the office of the City. If Contractor requests overtime work in which the City will incur costs, Contractor shall be responsible for payment of the City's costs incurred in connection with the overtime work. The City will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten days, the City may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

B. The Administrator or Administrator's designee shall have the authority to suspend the Work, wholly or in part, for such a period as the Administrator may deem necessary.

## **Exhibit D INSURANCE**

Pursuant to Section 19 of this Agreement the following insurance requirements apply to Contractor and performance of the Work.

Contractor shall procure and maintain for the duration of the contract, and until the expiration of the warranty period following the final completion and acceptance by the City, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

### **Minimum Scope of Insurance**

Coverage shall be *at least as broad as*:

1. Insurance Services Office Form CG 0001 covering Commercial General Liability on an "occurrence" basis.
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. **General Liability:** (Including operations, products and completed operations.)  
**\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:**  
**\$1,000,000** per accident for bodily injury and property damage.
3. **Employer's Liability:**  
**\$1,000,000** per accident for bodily injury or disease.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **Other Insurance Provisions**

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or 07 04 revisions), or as a separate owner's policy, or on the City's own form.

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. The Insurance Company agrees to **waive all rights of subrogation** against the City, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from work performed by the Named Insured for the Agency. This provision also applies to the Contractor's Workers' Compensation policy.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

### ***Acceptability of Insurers***

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

***Verification of Coverage***

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

***Waiver of Subrogation***

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

***Claims Made Policies***

If any of the required policies provide claims-made coverage, the City requires that coverage be maintained for a period of 5 years after completion of the contract.

***Special Risks or Circumstances***

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

**Exhibit E  
BOND FORMS**

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Saratoga, California (hereinafter referred to as "Owner") and NAME OF CONTRACTOR, (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 Wildwood Park Pedestrian Bridge Renovation (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:
  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
  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:

1. Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract; or
2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
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. Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
  - A. 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
  - B. 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:

1. The responsibilities of Contractor for correction of defective work, materials and equipment and completion of the Construction Contract;
  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
  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: \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

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 NAME OF CONTRACTOR (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 Wildwood Park Pedestrian Bridge Renovation (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:

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

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:
  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.
  
  2. Claimants who do not have a direct contract with the Contractor:
    - A. 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
  
    - B. 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:
  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.
  
  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: \_\_\_\_\_

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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.

**Exhibit F  
NOTICE INVITING INFORMAL BIDS**

**Wildwood Park Pedestrian Bridge Renovation**

INFORMAL BIDS will be received by the CITY OF SARATOGA (CITY) until **Monday April 28, 2014 at 2:00 p.m.** for **Wildwood Park Pedestrian Bridge Renovation.**

Informal Bids shall be submitted addresses and noted as follows:

**Public Works Director**

City of Saratoga  
13777 Fruitvale Ave  
Saratoga, CA 95070

**RE: Wildwood Park Pedestrian Bridge Renovation**

Following the closure of the Informal Bid submittal period, a decision to award a contract for performing the following work will be made:

**SCOPE OF WORK**

Contractor shall furnish all necessary management, supervision, mobilization, 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 removal and proper disposal of existing wood walking deck, stair treads & raisers, wood railing, metal handrails, light fixtures and all associated fastening elements to facilitate new work. New work includes installation of new wood walking deck, stair treads & risers, wood railings and metal handrails, new light fixtures and all associated support elements, and other work not specifically mentioned herein, but which may be required as directed by CITY or its designated representative to complete the work as shown and noted in the construction documents for this project. All work shall be done to the City satisfaction.

Project location: existing pedestrian bridge over Saratoga Creek connecting 4<sup>th</sup> Street Parking Lot and Wildwood Park located at 20764 4<sup>th</sup> Street, Saratoga, CA 95070.

**Project is to be completed within forty-five (45) calendar days from the date specified on the notice to proceed.**

Bidders may obtain more information regarding the project at City of Saratoga, Public Works Department, 13777 Fruitvale Avenue, Saratoga, CA 95070, 408-868-1239.

**A non-mandatory pre-bid meeting is scheduled on Tuesday April 22, 2014 at 10:00 a.m. at Pedestrian Bridge to Wildwood Park located at 20764 Fourth Street, Saratoga, CA 95070.**

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 3300, City has determined that the Contractor shall possess a valid Class A (General Engineering Contractor) or Class B (General Building Contractor) at the time that the bid is submitted. The contractor shall also possess a valid City of Saratoga Contractor's Business License at the time the contract is awarded. Failure to possess the specified license shall render the bid non-responsive.

The successful bidder shall ensure that employees, 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.

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. Any questions concerning the bid should be addressed to Public Works Director, City of Saratoga, 408-868-1239.

**Attachments:**

1. Plans and Specifications, 12 sheets, prepared by Steve Benzing, dated 1/15/2014
2. Contract Document. Bid Sheet is included in the Contract Document.

Adv. 4/11/14 & 4/18/14

**Exhibit F**  
**Specifications**

Additional 18 pages including this cover sheet are attached.

# HERCULUX™

## H1212 SERIES – 5-DAY SHIP PROGRAM

### PRODUCT FEATURES:

- » Surface mount – wall (H1212EL) or ceiling (H1212FL); 12"Wx12"Lx5"D
- » Heavy duty cold rolled steel or aluminum baseplate
- » UV-stabilized, injection molded polycarbonate lens
- » Peace of Mind Guarantee® against breakage



H1212EL



H1212FL

### PROJECT INFORMATION

Job Name \_\_\_\_\_  
 Fixture Type \_\_\_\_\_  
 Catalog Number \_\_\_\_\_  
 Approved by \_\_\_\_\_

### SPECIFICATIONS

**BASEPLATE:** H1212FL: 16-gauge CRS. White TGIC polyester powder coat. Salt spray test: 1,000 hours; Reflectance: 92%. See Ordering Options for marine grade aluminum baseplate (AL). 5-stage pre-treatment. H1212EL: 16-gauge aluminum. Housing flange interlocks around refractor producing maximum moisture deflection and resistance to prying. Provided one wireway hole – see Cross Section/Details. Standard housing in dark bronze TGIC polyester powder coat. 5-stage pre-treatment.

**LENS:** One-piece wraparound lens/housing (UV-stabilized, high impact, virgin injection molded polycarbonate). Internal-prismatic refractor. Nominal thickness .125".

**EYELID:** H1212EL: High-impact resistant, UV-stabilized injection molded opaque dark bronze polycarbonate. Optional finishes to match housing. Nominal thickness .125".

**GASKET:** Die-cut closed cell neoprene gasket seals lens/housing to mounting surface. H1212EL: Refractor inset into housing and sealed with one "O" ring closed cell silicone gasket.

**HARDWARE:** Four stainless steel Torx® with center pin fasteners secure lens to baseplate. H1212EL: Shoulder fastener design and washer prevent refractor/eyelid stress due to over torquing.

**ELECTRICAL:** Electronic ballasts high power factor. Magnetic ballasts normal power factor standard. See Options for power factor corrected ballasts.

**INSTALLATION:** Standard four-point mounting required for Peace of Mind Guarantee®. H1212EL: Fixture must be installed lamp base up. NOTE: For surface conduit applications, see H1212EM/H1212FM Series.

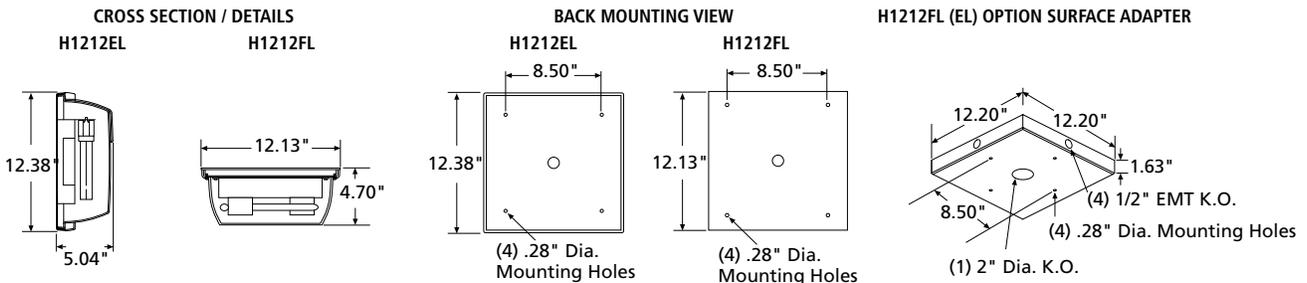
**LISTINGS:** UL and CUL listed for Wet Location.



### ORDERING INFORMATION (Ex: H1212FL-C-32P-1-120-FS)

Model	Lens Type	Finish	Lamp Type	Lamp Qty	Voltage	Options	Accessory
<b>C</b>							
<b>Model</b>			<b>Lamp Type (Qty/Ballast/Volt./Starting Temp)</b>		<b>Voltage</b>		<b>Accessory</b>
H1212EL	Eyelid (wall mount only)		<b>13</b> 13 Watt Twin (1,2/MB/120,277/32°F)		<b>120</b> 120 Volts		<b>9500</b> Torx® Screwdriver
H1212FL	Full Face		<b>13Q</b> 13 Watt Quad (1,2/RS/120,277,DV,347/0°F)		<b>277</b> 277 Volts		
			<b>18Q</b> 18 Watt Quad (1,2/RS/120,277,DV,347/0°F)		<b>347</b> 347 Volts		
			<b>26Q</b> 26 Watt Quad (1,2/RS/120,277,DV,347/0°F)		<b>DV</b> 120-277 Volts, electronic ballasts only		▼ n/a with H1212EL
			<b>26P</b> 26 Watt PLT (1,2/RS/120,277,DV,347/0°F)				
			<b>32P</b> 32 Watt PLT (1/RS/120,277,DV,347/0°F)				
			<b>75I</b> 75 Watt Incandescent (1,2/A19)				
			<b>100I</b> 100 Watt Incandescent (1/A19)				
			<b>Lamp Quantity (See Lamp Type)</b>				
			<b>1</b> One Lamp				
			<b>2</b> Two Lamps				
						<b>Options</b>	
						<b>EL▼</b> Standard Lumen EL Pack (120-277V CFL only, 32 watt max., includes surface adapter)	
						<b>FS</b> Single Fuse & Holder (n/a with incand. lamps)	

### DIMENSIONAL DATA



www.kenall.com

P: 800-4-Kenall

F: 847-360-1781

1020 Lakeside Drive Gurnee, Illinois 60031

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H1212\_EL\_FL-QS\_5DAY-111813

# HERCULUX™

## H69 SERIES – 5 DAY SHIP PROGRAM

### PROJECT INFORMATION

Job Name \_\_\_\_\_

Fixture Type \_\_\_\_\_

Catalog Number \_\_\_\_\_

Approved by \_\_\_\_\_

#### PRODUCT FEATURES:

- » Surface wall mount – nominal 6"Wx9"Lx4"D
- » Heavy duty cold rolled steel or aluminum baseplate
- » UV-stabilized, injection molded polycarbonate lens
- » Peace of Mind Guarantee® against breakage



#### SPECIFICATIONS

**BASEPLATE:** H69FL: 16-gauge CRS painted white, TGIC polyester powder coat. Salt spray test: 1,000 hours; – 5-stage pre-treatment. Reflectance: 92%. See Options for marine grade aluminum baseplate (AL). H69EL: .080" thick aluminum. Housing flange interlocks around refractor producing maximum moisture deflection and resistance to prying. Provided with four-point mounting holes and one wireway hole – see Cross Section/Details. Standard housing in dark bronze TGIC polyester powder coat.– 5-stage pre-treatment.

**LENS:** One-piece wraparound lens/housing (UV-stabilized, high impact, virgin injection molded polycarbonate). Internal-prismatic refractor. Nominal thickness .125".

**EYELID:** H69EL: High-impact resistant, UV-stabilized injection molded opaque dark bronze polycarbonate. Optional finishes to match housing. Nominal thickness .125".

**GASKET:** Die-cut closed cell neoprene gasket seals lens/housing to mounting surface. H69EL: Refractor inset into housing and sealed with one "O" ring closed cell silicone gasket.

**HARDWARE:** Four stainless steel Torx® with center pin fasteners secure lens to baseplate. H69EL: Shoulder fastener design and washer prevent refractor/eyelid stress due to over torquing.

**ELECTRICAL:** Electronic ballasts high power factor. Magnetic ballasts normal power factor standard.

**INSTALLATION:** Wall mount standard four-point mounting required for Peace of Mind Guarantee®. H69EL: Fixture must be installed lamp base up. NOTE: For surface conduit applications, see H69EM or H69FM Series.

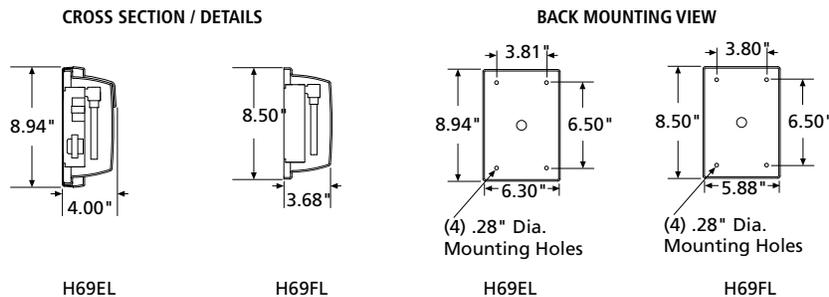
**LISTINGS:** UL and CUL listed for Wet Location. ADA compliant.



#### ORDERING INFORMATION (Ex: H69FL-C-13Q-1-120)

Model	Lens Type	Finish	Lamp Type	Lamp Qty	Voltage	Options	Accessories
	<b>C</b>	<b>DB</b>					
<b>Model</b>			<b>Lamp Type (Qty/Ballast/Volt./Starting Temp)</b>			<b>Option</b>	
H69EL	Eyelid (wall mount only)		7 7 Watt Twin (1,2/MB/120,277/0°F)			FS Single Fuse & Holder (n/a with 75I lamp)	
H69FL	Full Face		13Q 13 Watt Quad (1/RS/120,277, DV, 347/0°F)			<b>Accessory</b>	
			75I 75 Watt Incandescent (1/A19/120)			9500 Torx® Screwdriver	
<b>Lens Type</b>			<b>Lamp Quantity (See Lamp Type)</b>				
C	Clear Prismatic Polycarbonate		1 One Lamp				
			2 Two Lamps				
<b>Finish</b>			<b>Voltage</b>				
DB	Dark Bronze (H69EL only)		120 120 Volts				
			277 277 Volts				
			347 347 Volts				
			DV 120-277 Volts, electronic ballasts only				

#### DIMENSIONAL DATA



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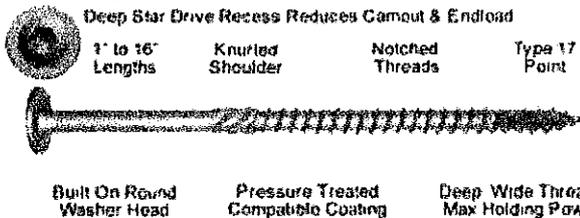
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# Bronze Star Coated Construction Lag Screws



Deep Star Drive Recess Reduces Camout & Endload  
 1" to 16" Lengths  
 Knurled Shoulder  
 Notched Threads  
 Type 17 Point

Built On Round Washer Head  
 Pressure Treated Compatible Coating  
 Deep Wide Threads Max Holding Power

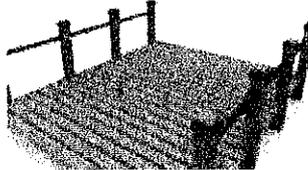
## The Ultimate Lag Screw!

Our Construction Lag Screws are stronger and more durable than ordinary lag screws! The built-on round washer head gives a neat, finished appearance. Our triple dipped Bronze Star coating has shown over 1200 hours of corrosion resistance in treated lumber and salt spray tests! Our lags provide virtually no end load reducing worker fatigue by the ease of drive, deep sharp threads, no pre-drilling and more! Great for ledger boards, heavy timber construction, rigid foam insulation panels, post to beam and more!



Includes Free Bit!

For Decks, Fence Fascia And Railing!



Ledger Connections



**Bronze Star Coating**  
 Our SKT11 coating is designed to protect against corrosive qualities of chemically pressure treated lumber. This is a proprietary coating that has withstood over 1,200 hours of salt spray conditions.

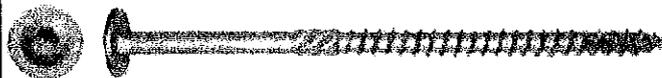
## 1/4" x Bronze Star - Construction Lag - 1/4" x 1" to 6"



1/4" nominal  
 1/2" Head Diam.

Item Number	Size	Drive Size	Net Wt*	Carton Qty	100ct Jar/Box	50ct Jar/Box	Other Qty
CCTX-14100	1/4" x 1"	T25	16.5 lbs	2,000	100	50	Each
CCTX-14150	1/4" x 1-1/2"	T25	16.9 lbs	1,500	100	50	Each
CCTX-14200	1/4" x 2"	T25	14.6 lbs	1,000	100	50	Each
CCTX-14250	1/4" x 2-1/2"	T25	13.3 lbs	750	100	50	Each
CCTX-14300	1/4" x 3"	T25	12.8 lbs	600	100	50	Each
CCTX-14400	1/4" x 4"	T25	13.7 lbs	500	100	50	Each
CCTX-14500	1/4" x 5"	T25	16.8 lbs	500	100	50	Each
CCTX-14600	1/4" x 6"	T25	15.8 lbs	400	100	50	Each

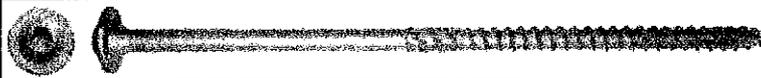
## 5/16" x Bronze Star - Construction Lag - 5/16" x 2" to 6"



5/16" nominal  
 5/8" Head Diam.

Item Number	Size	Drive Size	Net Wt*	Carton Qty	100ct Jar/Box	50ct Jar/Box	Other Qty
CCTX-516200	5/16" x 2"	T30	15.9 lbs	700	100	50	Each
CCTX-516250	5/16" x 2-1/2"	T30	16.1 lbs	600	100	50	Each
CCTX-516300	5/16" x 3"	T30	15.8 lbs	500	100	50	Each
CCTX-516350	5/16" x 3-1/2"	T30	18.4 lbs	500	100	50	Each
CCTX-516400	5/16" x 4"	T30	16.3 lbs	400	100	50	Each
CCTX-516500	5/16" x 5"	T30	17.5 lbs	350	100	50	Each
CCTX-516600	5/16" x 6"	T30	17.6 lbs	300	100	50	Each

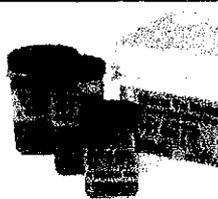
## 3/8" x Bronze Star - Construction Lag - 3/8" x 7" to 16"



3/8" nominal  
 1 1/16" Head Diam.

Item Number	Size	Drive Size	Net Wt*	Carton Qty	100ct Jar/Box	50ct Jar/Box	Other Qty
CCTX-38700	3/8" x 7"	T40	20.9 lbs	250	100	50	Each
CCTX-38800	3/8" x 8"	T40	24.6 lbs	250	100	50	Each
CCTX-381000	3/8" x 10"	T40	29.4 lbs	250	100	50	Each
CCTX-381200	3/8" x 12"	T40	35.2 lbs	250	100	50	Each
CCTX-381400	3/8" x 14"	T40	40.6 lbs	250	100	50	Each
CCTX-381600	3/8" x 16"	T40	46.1 lbs	250	100	50	Each

# M2M Metal To Metal Screws



Includes Free Bit!

.445" Head Diameter



**M2M - The Ultimate Metal to Metal Screw! NEW!!** Our M2M Metal to Metal screw is the perfect option for getting through that heavy gauge steel! Great for metal joists and any job where metal to metal joinery is needed! It's advanced Tek, quadrex drive & superior strength make this screw a sure win! Use a #2 square. 16 threads per inch. • #3 Point • Drilling capacity 0.110 (12 gauge) – 0.179 (7 gauge) • Application: low profile design

provides added clearance for standing seam roof or a concealed fastener panel system.

• Suggested Tool: Electric Screwgun (1800-2500 RPM) with depth sensitive nose piece.

Item Number	Size	Drive	Net Wt*	Carton Qty	Lge Jar Qty	Med Jar Qty	Sml Jar Qty
M2MQC-101634	10-16 x 3/4"	#2 Sq	46.9 lbs	7500	1000	500	100

**ICC-ES Evaluation Report****ESR-1721\***

Reissued April 1, 2013

This report is subject to renewal May 1, 2015

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A Subsidiary of the International Code Council®

**DIVISION: 06 00 00—WOOD, PLASTICS AND  
COMPOSITES**  
**Section: 06 05 73.13—Preservative Wood Treatment**

**REPORT HOLDER:**

**ARCH TREATMENT TECHNOLOGIES, INC.**  
5660 NEW NORTHSIDE DRIVE, SUITE 1100  
ATLANTA, GEORGIA 30328  
(925) 680-0777  
[www.wolmanizedwood.com](http://www.wolmanizedwood.com)  
[ptwinfo@wolmanizedwood.com](mailto:ptwinfo@wolmanizedwood.com)

**EVALUATION SUBJECT:**

**WOLMANIZED® OUTDOOR® PRESERVATIVE-TREATED  
WOOD**

**ADDITIONAL LISTEES:**

**AMELIA LUMBER COMPANY**  
16951 LEIDIG STREET  
AMELIA, VIRGINIA 23002

**BESTWAY ENTERPRISES, INC.**  
3877 LUKER ROAD  
CORTLAND, NEW YORK 13045

**BURT LUMBER COMPANY**  
911 GREENSBORO ROAD  
WASHINGTON, GEORGIA 30673

**CABO ROJO TREATING PLANT CORPORATION**  
BARRIO BALLAJA, KM 1.1  
CARRETERA 312-313, APARTADO 765  
CABO ROJO, PUERTO RICO 00623

**CONRAD FOREST PRODUCTS**  
68765 WILDWOOD ROAD  
NORTH BEND, OREGON 97459

**COX INDUSTRIES, INC.**  
860 CANNON BRIDGE ROAD  
ORANGEBURG, SOUTH CAROLINA 29115

**ESCUE WOOD PRESERVING, INC.**  
164 POST MILLWOOD ROAD  
MILLWOOD, KENTUCKY 42762

**EVERWOOD TREATMENT COMPANY**  
11349 HIGHWAY 31  
SPANISH FORT, ALABAMA 36527

**EXTERIOR WOOD, INC.**  
2685 INDEX STREET  
WASHOUGAL, WASHINGTON 98671

**FOLLEN WOOD PRESERVING COMPANY, INC.**  
1242 LANGLEY AVENUE  
JACKSON, MISSISSIPPI 39204

**GEORGIA-PACIFIC, LLC**  
19560 ALABAMA HIGHWAY 1272  
ATHENS, ALABAMA 35614-6810

**GREAT SOUTHERN ENTERPRISES**  
41815 HIGHWAY 195 SOUTH  
HALEYVILLE, ALABAMA 35565

**H. M. STAUFFER & SONS, INC.**  
33 GLENOLA DRIVE  
LEOLA, PENNSYLVANIA 17540

**HAGER WOOD PRESERVING, LLC**  
1211 JUDD AVENUE  
WYOMING, MICHIGAN 49509

**LITTTRELL BROTHERS LUMBER**  
20345 HIGHWAY 31 NORTH  
VINEMONT, ALABAMA 35179

**LONG LIFE TREATED WOOD**  
8150 OLD RAILROAD ROAD  
HEBRON, MARYLAND 21830

**MADISON WOOD PRESERVERS, INC.**  
216 OAK PARK ROAD  
MADISON, VIRGINIA 22727

**McCREADY LUMBER COMPANY**  
4801 WURNO ROAD  
PULASKI, VIRGINIA 24301

**MID-STATES WOOD PRESERVERS**  
147 SHELBY ROAD  
SIMSBORO, LOUISIANA 71275-0560

**NORTHEAST TREATERS, INC.**  
201 SPRINGFIELD ROAD  
BELCHERTOWN, MASSACHUSETTS 01007-0802

**PETERSON WOOD TREATING, INC.**  
2 RANDY JOHNSON STREET, INDUSTRIAL PARK  
SUPERIOR, WISCONSIN 54880

\*Revised August 2013

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PITTS LUMBER COMPANY  
ROUTE 17  
SALUDA, VIRGINIA 23149

ROBBINS PRESERVING & MANUFACTURING  
1301 NORTH NEBRASKA AVENUE  
TAMPA, FLORIDA 33602

TIMBER WHOLESALERS  
357 COUNTY ROAD 5 SW  
WILLMAR, MINNESOTA 56201

TRI-STATE LUMBER, INC.  
105 HOMAN ROAD  
FULTON, MISSISSIPPI 38843

TRUEGUARD, LLC  
725 SOUTH 32<sup>ND</sup> STREET  
WASHOUGAL, WASHINGTON 98671

UNITED WOOD PRESERVING, LLC  
338 EAST WASHINGTON AVENUE, SUITE D  
MUSCLE SHOALS, ALABAMA, 35661

UNIVERSAL FOREST PRODUCTS, INC.  
2801 EAST BELTLINE  
GRAND RAPIDS, MICHIGAN 49525

VARN WOOD PRODUCTS, LLC  
107 NORTH BRANTLEY AVENUE  
HOBOKEN, GEORGIA 31542

WOOD PRESERVERS, INC.  
15939 HISTORY LAND HIGHWAY  
WARSAW, VIRGINIA 22572

WOODTREATERS, INC.  
224 SAWDUST ROAD  
ROCKY POINT, NORTH CAROLINA 28457

## 1.0 EVALUATION SCOPE

### Compliance with the following codes:

- 2012 and 2009 *International Building Code*<sup>®</sup> (IBC)
- 2012 and 2009 *International Residential Code*<sup>®</sup> (IRC)
- Other Codes (see Section 8.0)

### Properties evaluated:

- Preservative-treated wood
- Decay resistance
- Termite resistance
- Corrosion
- Structural

## 2.0 USES

Wolmanized<sup>®</sup> Outdoor<sup>®</sup> preservative-treated wood is used for wood members that are required by the code to be protected against decay and termites.

## 3.0 DESCRIPTION

### 3.1 General:

Wolmanized<sup>®</sup> Outdoor<sup>®</sup> preservative-treated wood products are recognized for use in aboveground, ground contact, and freshwater contact applications and resist attack by fungal decay, and subterranean termites, including Formosan termites.

Wolman<sup>®</sup> E brand wood preservatives are produced by Arch Treatment Technologies, Inc., and are used by

independently owned and operated wood preserving plants listed in Table 3 of this report to preservative-treat wood products in accordance with Wolmanized<sup>®</sup> Outdoor<sup>®</sup> Wood Standards and Wolman<sup>®</sup> E Quality Control Procedures.

### 3.2 Preservative System:

Wolman<sup>®</sup> E wood preservatives are based on copper combined with the organic fungicides tebuconazole and propiconazole. There are four formulations, copper azole Type B (CA-B), copper azole Type C (CA-C), dispersed (micronized) copper azole Type B ( $\mu$ CA-B or MCA-B) and dispersed (micronized) copper azole Type C ( $\mu$ CA-C or MCA-C). The CA-B formulations contain copper and tebuconazole. The CA-C formulations contain copper, propiconazole and tebuconazole.

### 3.3 Wood Species:

Wolman<sup>®</sup> E CA-B and CA-C wood preservatives are used to preservative-treat the following materials:

- a. Dimensional lumber and timbers of the following species consisting of primarily sapwood: southern pine, ponderosa pine, red pine, radiata pine, Scots pine, and Caribbean pine.
- b. Dimensional lumber and timbers of the following species consisting of primarily heartwood: Douglas fir, western hemlock, hem-fir.
- c. Lumber, of nominal size of 2-by-8 or less, for decking and specialty use of the species listed in (a) and (b), above.
- d. Southern pine and Douglas fir plywood.
- e. Round and sawn posts and building poles of southern pine, ponderosa pine, red pine, Douglas fir, hem-fir and western hemlock.
- f. Round timber piling, southern pine, ponderosa pine, and red pine.

Minimum preservative retention levels are provided in Table 1 of this evaluation report.

Wolman<sup>®</sup> E  $\mu$ CA-B (MCA-B) and  $\mu$ CA-C (MCA-C) wood preservatives are used to preservative-treat the following materials:

- a. Dimensional lumber and timbers of the following species consisting of primarily sapwood: southern pine, ponderosa pine, red pine, radiata pine, and Caribbean pine.
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- f. Round timber piling, Southern pine, ponderosa pine and red pine.

Minimum preservative retention levels are provided in Table 1 of this evaluation report.

## 4.0 INSTALLATION

### 4.1 General:

Wolmanized<sup>®</sup> Outdoor<sup>®</sup> preservative-treated wood is installed as preservative-treated lumber, timbers and

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## 1.0 EVALUATION SCOPE

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- Other Codes (see Section 8.0)

### Properties evaluated:

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- Decay resistance
- Termite resistance
- Corrosion
- Structural

## 2.0 USES

Wolmanized<sup>®</sup> Outdoor<sup>®</sup> preservative-treated wood is used for wood members that are required by the code to be protected against decay and termites.

## 3.0 DESCRIPTION

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Wolmanized<sup>®</sup> Outdoor<sup>®</sup> preservative-treated wood products are recognized for use in aboveground, ground contact, and freshwater contact applications and resist attack by fungal decay, and subterranean termites, including Formosan termites.

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### 3.2 Preservative System:

Wolman<sup>®</sup> E wood preservatives are based on copper combined with the organic fungicides tebuconazole and propiconazole. There are four formulations, copper azole Type B (CA-B), copper azole Type C (CA-C), dispersed (micronized) copper azole Type B ( $\mu$ CA-B or MCA-B) and dispersed (micronized) copper azole Type C ( $\mu$ CA-C or MCA-C). The CA-B formulations contain copper and tebuconazole. The CA-C formulations contain copper, propiconazole and tebuconazole.

### 3.3 Wood Species:

Wolman<sup>®</sup> E CA-B and CA-C wood preservatives are used to preservative-treat the following materials:

- a. Dimensional lumber and timbers of the following species consisting of primarily sapwood: southern pine, ponderosa pine, red pine, radiata pine, Scots pine, and Caribbean pine.
- b. Dimensional lumber and timbers of the following species consisting of primarily heartwood: Douglas fir, western hemlock, hem-fir.
- c. Lumber, of nominal size of 2-by-8 or less, for decking and specialty use of the species listed in (a) and (b), above.
- d. Southern pine and Douglas fir plywood.
- e. Round and sawn posts and building poles of southern pine, ponderosa pine, red pine, Douglas fir, hem-fir and western hemlock.
- f. Round timber piling, southern pine, ponderosa pine, and red pine.

Minimum preservative retention levels are provided in Table 1 of this evaluation report.

Wolman<sup>®</sup> E  $\mu$ CA-B (MCA-B) and  $\mu$ CA-C (MCA-C) wood preservatives are used to preservative-treat the following materials:

- a. Dimensional lumber and timbers of the following species consisting of primarily sapwood: southern pine, ponderosa pine, red pine, radiata pine, and Caribbean pine.
- b. Dimensional lumber and timbers of the following species consisting of primarily heartwood: Western hemlock, hem-fir.
- c. Lumber of nominal size 2-by-8 or less, for decking and specialty use of the species listed in (a) and (b) above.
- d. Southern pine and Douglas-fir plywood.
- e. Round and sawn building posts and building poles of Southern pine, ponderosa pine, red pine, hem-fir and Western hemlock.
- f. Round timber piling, Southern pine, ponderosa pine and red pine.

Minimum preservative retention levels are provided in Table 1 of this evaluation report.

## 4.0 INSTALLATION

### 4.1 General:

Wolmanized<sup>®</sup> Outdoor<sup>®</sup> preservative-treated wood is installed as preservative-treated lumber, timbers and

plywood in accordance with the requirements of the applicable code.

Arch Treatment Technologies' and industry published installation instructions for wood and pressure-treated wood and this report must be strictly adhered to, and a copy of the instructions must be available at all times on the jobsite during installation.

The instructions within this report govern if there are any conflicts between Arch Treatment Technologies' instructions and this report.

#### 4.2 Applications:

Wolmanized® Outdoor® preservative-treated wood products are recognized for use in locations where wood is used and/or in locations required by the code to be fungal decay or termite resistant. The treated wood products are recognized for use in aboveground, ground contact and freshwater applications in all building types and occupancies where permitted by the applicable code. Typical applications are described in Table 2.

Locations requiring preservative-treated wood for fungal decay or termite resistance are described in Section 2304.11 of the IBC, and Sections R317 and R318 of the IRC.

#### 4.3 Fasteners:

Fasteners used with Wolmanized® Outdoor® preservative-treated (CA-B, CA-C) wood products must be in accordance with Section 2304.9.5 of the IBC and Section R317.3 of the IRC. Aluminum fasteners and other aluminum building products (siding, flashing) must not be in direct contact with Wolmanized® Outdoor® preservative-treated (CA-B, CA-C) wood products.

Fasteners used with Wolmanized® Outdoor® preservative-treated  $\mu$ CA-B (MCA-B) and  $\mu$ CA-C (MCA-C) wood products must be in accordance with Section 2304.9.5 of the IBC and Section R317.3 of the IRC. Aluminum fasteners and other aluminum building products (siding, flashing) may be used in direct contact with Wolmanized® Outdoor® preservative-treated  $\mu$ CA-B (MCA-B) and  $\mu$ CA-C (MCA-C) wood products.

#### 4.4 Structural:

**4.4.1 Duration of Load:** The maximum load duration factor allowed for structural members pressure-treated with Wolman® E wood preservatives must be 1.6 in accordance with Section 2.3 of the American Forest & Paper Association (AF&PA) National Design Specification for Wood Construction (NDS).

**4.4.2 Incising Factor:** When the treated wood products have been incised, the reference design values must be multiplied by the incising factor,  $C_i$ , in accordance with Section 4.3.8 of the NDS.

### 5.0 CONDITIONS OF USE

The Wolmanized® Outdoor® preservative-treated wood described in this report complies with, or is a suitable alternative to what is specified in those codes listed in Section 1.0 of this report, subject to the following conditions:

- 5.1 Dimensional lumber designated for "Decking Use" must be a maximum of 2 inches (51 mm) thick and 8 inches (203 mm) wide.
- 5.2 Use of the preservative-treated wood is limited to the type of applications noted in Section 4.2 of this report.

- 5.3 Wolman® E wood preservatives are not recognized for use in treating LVL, OSB, or FRTW wood products.
- 5.4 Surface treatment of field cuts must be in accordance with the recommendations of Arch Treatment Technologies, Inc.
- 5.5 The Wolmanized® Outdoor® treated wood products are limited to the wood species noted in Section 3.3 with minimum retentions noted in Table 1.
- 5.6 The treatment process followed by each of the treaters recognized in this report must comply with this report, Arch Treatment Technologies Wolmanized® Outdoor Wood Manual of Standard Practice.
- 5.7 Treatment of wood products is at the facilities of the treaters noted in Table 3, under a quality control program with inspections by Timber Products Inspection Inc. (AA-664 and AA-696) or Southern Pine Inspection Bureau (AA-680).

### 6.0 EVIDENCE SUBMITTED

- 6.1 Data in accordance with Appendix A, Copper-Azole Wood Preservative Treatment Systems (formerly AC143), of the ICC-ES Acceptance Criteria for Proprietary Wood Preservative Systems—Common Requirements for Treatment Process, Test Methods and Performance (AC326), dated February 2013.
- 6.2 Quality control documentation in accordance with Section 5.0 of AC326 with AWPA M22 and AWPA M23 compliance.

### 7.0 IDENTIFICATION

Wolmanized® Outdoor® preservative-treated lumber and plywood must be labeled or stamped with the name or logo of the inspection agency (Timber Products Inspection Inc. or Southern Pine Inspection Bureau) and the agency IAS accreditation number; the Wolmanized® Wood logo (see Figure 1) or the alternate trade name (see Table 3); the production plant identification; the preservative designation CA-B, CA-C  $\mu$ CA-B (MCA-B) or  $\mu$ CA-C (MCA-C); the intended end use; and the evaluation report number (ESR-1721). See Figure 1 for sample label.

### 8.0 OTHER CODES

In addition to the codes referenced in Section 1.0, the products described in this report were evaluated for compliance with the requirements of the following legacy codes and earlier editions of the International Codes:

- 2006 *International Building Code*® (2006 IBC)
- 2006 *International Residential Code*® (2006 IRC)
- 2003 *International Building Code*® (2003 IBC)
- 2003 *International Residential Code*® (2003 IRC)
- 2000 *International Building Code*® (2000 IBC)
- 2000 *International Residential Code*® (2000 IRC)

The Wolmanized® Outdoor® preservative-treated wood products described in this report comply with, or are suitable alternatives to what is specified in, the codes listed above, subject to the provisions of Sections 8.1 through 8.6.

#### 8.1 Uses:

See Section 2.0.

**8.2 Description:**

See Section 3.0.

**8.3 Installation:**

See Section 4.0, except for the following modifications:

Locations requiring preservative-treated wood for decay or termite resistance are described in Section 2304.11 of the 2000, 2003 and 2006 IBC, Sections R323 and R324 of the 2000 IRC, and Sections R319 and R320 of the 2003 IRC and 2006 IRC.

Fasteners used with Wolmanized® Outdoor® preservative-treated wood products must be in accordance with Section 2304.9.5 of the 2000, 2003 and 2006 IBC, Section R323.3 of the 2000 IRC, and Section R319.3

of the 2003 IRC, Section R319.3 of the 2006 IRC, except that aluminum fasteners are also permitted in contact with Wolmanized® Outdoor® preservative-treated (µCA-B (MCA-B) and µCA-C or MCA-C) wood products.

**8.4 Conditions of Use:**

See Section 5.0.

**8.5 Evidence Submitted:**

See Section 6.0.

**8.6 Identification:**

See Section 7.0.

**TABLE 1—MINIMUM PRESERVATIVE RETENTION REQUIREMENTS FOR WOLMANIZED® OUTDOOR® PRESERVATIVE-TREATED WOOD PRODUCTS BY END USE**

END USE	MINIMUM ACTIVES RETENTION <sup>1</sup> pcf (kg/m <sup>3</sup> )			
	CA-B <sup>2</sup>	CA-C <sup>3</sup>	µCA-B <sup>2</sup> (MCA-B)	µCA-C <sup>3</sup> (MCA-C)
Above ground - general use	0.10 (1.7)	0.060 (1.0)	0.060 (1.0)	0.050 (0.8)
Above ground - decking & specialties use				
• Species listed in Section 3.3 (primarily sapwood)	0.080 (1.3)	0.060 (1.0)	0.060 (1.0)	0.050 (0.8)
• Species listed in Section 3.3 (primarily heartwood)	0.21 (3.3)	0.15 (2.4)	0.15 (2.4)	0.14 (2.2)
Ground contact - general use	0.21 (3.3)	0.15 (2.4)	0.15 (2.4)	0.14 (2.2)
Ground contact - heavy duty	0.31 (5.0)	0.25 (4.0) <sup>4</sup>	0.23 (3.7)	0.23 (3.7)
Ground contact – wood foundation systems	0.31 (5.0)	0.25 (4.0) <sup>4</sup>	0.23 (3.7)	0.23 (3.7)
Ground contact – extreme duty	0.41 (6.6)	0.35 (5.7) <sup>4</sup>	0.33 (5.3)	0.33 (5.3)

<sup>1</sup>Retention is expressed in pounds of preservative per cubic foot (kilograms per cubic meter) of preservative actives.

<sup>2</sup>Minimum retention of CA-B and µCA-B (MCA-B) expressed as copper metal + tebuconazole.

<sup>3</sup>Minimum retention of CA-C and µCA-C (MCA-C) expressed as copper metal + tebuconazole + propiconazole.

<sup>4</sup>Retentions for these products differ from those listed in AWPA Standard U1.

**TABLE 2—TYPICAL APPLICATIONS FOR WOLMANIZED® OUTDOOR® PRESERVATIVE-TREATED WOOD PRODUCTS**

SERVICE CONDITIONS	AWPA USE CATEGORY <sup>1</sup>	TYPICAL APPLICATIONS
Above ground, interior dry uses	UC1	Interior construction, furnishings and millwork
Above ground, interior damp uses	UC2	Interior beams, timbers, flooring, millwork and sill plates
Above ground protected, exterior uses when coated and with rapid water runoff	UC3A	Coated millwork, siding, spindles, fascia and trim
Above ground exposed - general use	UC3B	Decking, rails, spindles, trim and fascia, framing, flooring, sill plates, trellises, gazebos, fencing
Ground contact - general use, ground or freshwater	UC4A	Deck support posts, fence posts, retaining walls
Ground contact - heavy duty, ground or freshwater	UC4B	Important components such as permanent wood foundations, sawn and round building poles
Ground contact extreme use, ground or freshwater uses—critical structural components	UC4C	Critical structural components such as land and freshwater foundation piling

<sup>1</sup> µCA-B (MCA-B) and µCA-C (MCA-C) have not been evaluated by and are not listed in the American Wood Protection Association (AWPA) Standards.

TABLE 3—WOOD PRESERVATIVE TREATMENT LOCATIONS

LISTEES	WOOD PRESERVATIVE TREATMENT LOCATIONS	TRADENAME <sup>1</sup>
Amelia Lumber Company	Amelia, VA	
Bestway Enterprises, Inc. [Treater Name Bestway of New York] Bestway of Gouverneur Bestway of New England Bestway of Pennsylvania Bestway South	Courtland, NY Gouverneur, NY S. Lancaster, MA Cresco, PA Stony Point, NC	
Burt Lumber Company	Washington, GA	
Cabo Rojo Treating Plant Corporation	Cabo Rojo, PR	
Conrad Forest Products	Arbuckle, CA North Bend, OR Rainier, OR	
Cox Industries, Inc. [Treater Name Cox Wood Preserving] Cove City Wood Preserving Structural Wood Preserving Cox of VA	Orangeburg, SC Cove City, NC Coleridge, NC Blackstone, VA	DuraPine®
Escue Wood Preserving	Millwood, KY	
Everwood Treatment Company	Spanish Fort, AL	
Exterior Wood, Inc.	Washougal, WA	Elite Decking™
Follen Wood Preserving, Inc.	Jackson, MS	
Georgia-Pacific, LLC	Athens, AL	
Great Southern Enterprises	Haleyville, AL	
H. M. Stauffer & Sons, Inc.	Leola, PA	
Hager Wood Preserving, LLC	Wyoming, MI	
Littrell Brothers Lumber	Vinemont, AL	
Long Life Treated Wood	Hebron, MD	
Madison Wood Preservers, Inc.	Madison, VA	MadWood™
McCready Lumber Company	Pulaski, VA	
Mid-States Wood Preservers	Simsboro, LA	
Northeast Treaters of Massachusetts Northeast Treaters of New York	Belchertown, MA Athens, NY	WeatherShield®
Peterson Wood Treating, Inc.	Superior, WI	
Pitts Lumber Company	Saluda, VA	
Robbins Preserving & Manufacturing	Tampa, FL Gainesville, GA Orlando, FL Rockwell, NC Thomaston, GA	NaturalMC™
Timber Wholesalers	Willmar, MN	
Tri-State Lumber Inc.	Fulton, MS	
TrueGuard, LLC (HQ) [Treater name Allweather Wood]	Loveland, CO	
United Wood Preserving, LLC	Muscle Shoals, AL	
Universal Forest Products, Inc. UFP Stockertown, LLC	Stockertown, PA	Weathershield® ProWood®
Varn Wood Products, LLC	Hoboken, GA	
Wood Preservers, Inc.	Warsaw, VA	
Woodtreaters, Inc.	Rocky Point, NC	

<sup>1</sup>All treatment locations may use the new Wolmanized® Outdoor® Wood trade name as noted in this report.

 <p style="text-align: center;">1</p>	<p style="text-align: center;">Preservative Designation<sup>2</sup> End Use<sup>3</sup> ESR-1721 Quality Monitored by [Inspection Agency Name AA-###]</p>
<p style="text-align: center;">Treating Company Name And Plant Location(s)<sup>4</sup></p>	

<sup>1</sup>Other Trademarks may be used as permitted by Table 3.

<sup>2</sup>Refer to Table 1 for Minimum Retentions and Preservative Designations.

<sup>3</sup>Refer to Table 2 for Descriptions of End Uses; if the product is listed by AWWA, the Use Category designation may be included.

<sup>4</sup>Refer to Table 3 for Treating Company Names and Plant Locations.

**FIGURE 1—SAMPLE PRODUCT LABEL**



## Description and Purpose

Procedures to protect water bodies from debris and wastes associated with structure demolition or removal over or adjacent to watercourses.

## Suitable Applications

Full bridge demolition and removal, partial bridge removal (barrier rail, edge of deck) associated with bridge widening projects, concrete channel removal, or any other structure removal that could potentially affect water quality.

## Limitations

None identified.

## Implementation

- Refer to NS-5, Clear Water Diversion, to direct water away from work areas.
- Use attachments on construction equipment such as backhoes to catch debris from small demolition operations.
- Use covers or platforms to collect debris.
- Platforms and covers are to be approved by the owner.
- Stockpile accumulated debris and waste generated during demolition away from watercourses and in accordance with WM-3, Stockpile Management.
- Ensure safe passage of wildlife, as necessary.

## Categories

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	<input checked="" type="checkbox"/>
WM	Waste Management and Materials Pollution Control	

## Legend:

- Primary Objective
- Secondary Objective

## Targeted Constituents

Sediment	<input checked="" type="checkbox"/>
Nutrients	<input checked="" type="checkbox"/>
Trash	<input checked="" type="checkbox"/>
Metals	<input checked="" type="checkbox"/>
Bacteria	<input checked="" type="checkbox"/>
Oil and Grease	<input checked="" type="checkbox"/>
Organics	<input checked="" type="checkbox"/>

## Potential Alternatives

None

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- Discharges to waterways shall be reported to the Regional Water Quality Control Board immediately upon discovery. A written discharge notification must follow within 7 days. Follow the spill reporting procedures in the SWPPP.
- For structures containing hazardous materials, i.e., lead paint or asbestos, refer to BMP WM-6, Hazardous Waste Management. For demolition work involving soil excavation around lead-painted structures, refer to WM-7, Contaminated Soil Management.

## Costs

Cost may vary according to the combination of practices implemented.

## Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharge daily while non-stormwater discharges occur.
- Any debris-catching devices shall be emptied regularly. Collected debris shall be removed and stored away from the watercourse and protected from runoff.

## References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92005; USEPA, April 1992.

## Tree Protective Fencing and Tree Protection Measures

1. Tree protective fencing shall be installed and established prior to demolition or the arrival of construction materials on site. Exact location of the fencing shall be determined prior to Notice to Proceed issuance. The fencing shall be comprised of five-foot high chain link mounted on eight-foot tall, two-inch diameter galvanized posts, driven 24 inches into the ground and spaced no more than 10 feet apart. Once established, the fencing must remain undisturbed and be maintained throughout the construction process until final inspection.
2. Unless otherwise approved, all construction activities must be conducted outside the designated fenced area (even after fencing is removed). These activities include, but are not necessarily limited to, the following: demolition, grading, trenching, equipment cleaning, stockpiling and dumping materials (including soil fill), and equipment/vehicle operation and parking.
3. Any approved grading or trenching beneath the trees canopies shall be manually performed using shovels.
4. At the same time the fence is installed, I recommend a five-inch layer of coarse wood chips (1/2 to 3/4 inch size) is manually spread on unpaved areas between the fencing and existing/proposed features.
5. Any pruning of trees on site must be performed under the supervision of an ISA Certified Arborist or Tree Worker and according to ISA standards.
6. Irrigation should not spray within four feet of the tree's canopies. Any new trenching for irrigation should be installed. . .
7. The disposal of harmful product (such as chemicals, oil and gasoline) is prohibited beneath or anywhere on site that allows drainage beneath canopies. Additionally, fuel should not be stored nor shall any refueling or maintenance of equipment occur within 50 feet of the tree's trunks.
8. Herbicides should not be applied beneath the tree canopies. Where used on site, they must be labeled for safe use near trees.

# KELLY-MOORE PAINTS INDUSTRIAL COATINGS HIGH PERFORMANCE SYSTEMS

## 405

## Water Reducible Polyurethane

### Product Description

405 is a water reducible, two-component, high gloss aliphatic polyurethane. This coating may be used for interior or exterior applications where a weather, chemical and abrasion resistant coating is desired. 405 is a low V.O.C., fast drying coating with excellent gloss and color retention. This is a two-component system designed for professional application.

### Performance Features

- Excellent Durability
- Excellent Abrasion Resistance
- Chemical Resistant
- Flexible Film
- Direct to Metal
- USDA Acceptable

### Product Specifications

Resin Type	Aliphatic Polyurethane
Color Range	103 White, 019 Med. Gray, 562 Safety Red, 563 Safety Yellow, 564 Safety Blue, 568 Black, 101 Clear, & custom colors
Finish	High Gloss
Drying Time (75° F. & 50% R.H.)	To touch: 2 hours To recoat: 8 hours
Practical Coverage	Approx. 200-400 sq. ft./gallon
Recommended Dry Film Thickness	2.4 - 3.0 mils (vertical surfaces) 3.6 - 4.8 mils (horizontal surf.)
Solids By Volume	Clear: 48% (mixed) White: 65% (mixed)
Pencil Hardness	Scratch: H ; Gouge: 4H
Shelf Life	1 year unopened, unopened containers
Sizes	One gallon kits
V.O.C.	<30 grams per liter (mixed)
Clean Up	Water or water & isopropyl alcohol (1:1)

101 Clear

### Surface Preparation

**WARNING!** If you scrape, sand or remove old paint from any surface, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Carefully clean up with a wet mop or HEPA vacuum. Before you start, find out how to protect yourself and your family by contacting the U.S. EPA/Lead Information Hotline at 1-800-424-LEAD (5323) or log on to [www.epa.gov/lead](http://www.epa.gov/lead).

### General:

All surfaces must be cured, firm, dry and cleaned free of dust, dirt, oil, grease, wax, chalky or loose paint, rust, loose millscale, bond breakers and curing compounds, efflorescence, asphalt stains, mildew or any other contamination or condition that would adversely affect the performance of the coating. Sand glossy, glazed or dense surfaces. Fill holes and surfaces irregularities with a suitable patching compound to match the surface profile.

### Previously Painted Surfaces:

Properly clean the surface of all dust, dirt, grease and foreign matter. Apply a test patch of 405 to ensure adhesion to the previous coating and to ensure there will be no delamination of the existing coating to the substrate. **Note:** To insure optimum performance Kelly-Moore recommends removing existing coatings to the bare substrate before applying the 405 system.

### Steel:

Remove all loose rust, dirt, grease or other contaminants per SSPC-SP1, SSPC-SP2 and/or SSPC-SP3.

### Non-Ferrous Metal (Aluminum, Galvanized):

Remove all oil, grease or soap film with a neutral biodegradable detergent or emulsion detergent.

**Concrete, Masonry, Concrete Blocks:** Allow concrete to cure for at least thirty (30) days before coating. Clean masonry substrates with a neutral biodegradable detergent or emulsion cleaner. Remove any laitance using a pressure washer.

*Continued Next page*

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09.11

## 405 Water Reducible Polyurethane (cont.)

### Wood:

Sand new wood to remove any surface contaminant and to remove loose wood fibers. Test patches are recommended.

**MIXING:** This is a two (2) component system. Both components must be mixed together in order for the coating to dry and cure.

Mixing Instructions: Stir each component thoroughly then mix the pre-measured Part A with the Part B. Mix thoroughly, ensuring Parts A & B are blended together. Then allow the combined Parts A & B time to "sweat in" for 2 minutes. You must reduce the mixed A & B components with Clean Tap Water, at a recommended level of 5% to 20%. Reducer water should be added while agitating the product. The volume of Part A will vary based on pigments and colors. In some cases total volume after combining Parts A & B, plus water may exceed a gallon. Use separate containers larger than one gallon for mixing. Once the clean tap water is mixed into the combined Parts A & B you may start to apply the coating. No further sweat in time is required.

**Pot Life:** 1.5 hours at 75° F & 50% R.H.

**PRODUCT MUST BE THINNED FOR PROPER CURING AND FILM BUILD:** For smooth vertical surfaces: thin 15% with clean tap water. For rough vertical surfaces: thin 10% to 15% with clean tap water. For horizontal surfaces: thin 20% to 25% with clean tap water. For spray applications: thin to proper consistency for application equipment and surface profile.

### Application

Temperature of the air, substrate and material is recommended to be between 50° F and 95° F, and at least 5° F above the dew point. Relative humidity should not be above 80%. Clean spray equipment thoroughly before using the 405. Use the appropriate solvent or cleaner that will adequately remove any residue from the previous coating that was used in the spray equipment. Then flush equipment.

### Equipment:

**Airless Spray:** 2000-2400 psi. Tip: .015 - .017. Hose: 1/4 to 3/8 inch.

**Air-Assist Sprayer:** Unit: 500-650 psi. Tip: .015 - .017

**Conventional:** DeVilbiss pressure pot with GA 503 gun and FF needle assembly with 777 air cap.

**Roller:** For vertical surfaces use a 1/4" woven nap, Phenolic core Horizontal Surfaces: use a 3/8" woven nap, Phenolic core.

### Precautions

Read each component's Material Safety Data Sheet before use. Mixed materials may have hazards of each component. Safety precautions must be strictly followed during storage, handling and use.

**USE ONLY WITH ADEQUATE VENTILATION.  
KEEP OUT OF REACH OF CHILDREN.  
FOR PROFESSIONAL USE ONLY**

### Proper Disposal

For proper disposal of excess material, please contact your local city or county waste management agency.

**Limited Warranty:** The statements made on this bulletin, product labels or by any of our agents concerning this material are given for information only. They are believed to be true and accurate and are intended to provide a guide to approved construction practices and materials. As workmanship, weather, construction equipment, quality of other materials and other variables affecting results are all beyond our control, Kelly-Moore Paint Company, Inc., does not make nor does it authorize any agent or representative to make any warranty of MERCHANTABILITY OR FITNESS for any purpose or any other warranty, guarantee or representation, expressed or implied, concerning this material except that it conforms to Kelly-Moore's quality control standards. Any liability whatsoever of Kelly-Moore Paint Company, Inc. to the buyer or user of this product is limited to the purchaser's cost of the product itself.



**SKID TEX  
ST30 NON-SKID ADDITIVE**

**DESCRIPTION AND USES**

Skid Tex is an extremely fine mineral compound that when added to paint will provide a durable, non-skid finish in all types of floor paints. Skid Tex can be used in interior and exterior paints to help prevent slips and falls. Skid Tex will not change color or the performance properties of the paint.

**PERFORMANCE CHARACTERISTICS**

- Easy to use non-skid additive for paint
- Prevents slips and falls
- Can be used in interior and exterior floor paints

**PRODUCTS**

SKU	Description
76084	1-Quart

**PRODUCT APPLICATION**

**SURFACE PREPARATION**

Follow paint manufacturer's directions for surface preparation.

**PRODUCT APPLICATION (cont.)**

**INSTRUCTIONS FOR USE**

Apply only when air, material, and surface temperatures are between 50-90°F (10-32°C) and the relative humidity is below 85%. In a clean, separate container, add Skid Tex to the paint, in a proportion of one pound to one gallon of paint. Add ½ cup of Skid Tex for one quart of paint. Mix thoroughly using a slotted paint paddle or mechanical agitator to ensure the additive is incorporated. Let the mixture sit for at least 30 minutes before applying. Stir occasionally to ensure good distribution of the mixture. Use a ¾" to ¾" nap roller and follow the manufacturer's directions for paint application. If two coats of paint are used, Skid Tex may be used in both coats. For high gloss finishes, use Skid Tex in the first coat only then apply a high gloss topcoat.

**CLEAN-UP**

Follow paint manufacturer's directions for clean up and disposal.



## TECHNICAL DATA

### SKID TEX ST30 NON-SKID ADDITIVE

#### PHYSICAL PROPERTIES

Physical Properties		SKID TEX ST30 NON-SKID ADDITIVE
Composition		Pumice, Crystalline Silica
Weight	Per Gallon	20.3 lbs.
	Per Liter	2.43 kg
Solids	By Weight	100.0%
	By Volume	100.0%
Volatile Organic Compounds		0 g/l
Shelf Life		5 years
Practical Coverage		Will depend on the method of application and surface type
Flash Point		>200°F (93°C)
Safety Information		For additional information, see MSDS

The technical data and suggestions for use contained herein are correct to the best of our knowledge, and offered in good faith. The statements of this literature do not constitute a warranty, express, or implied, as to the performance of these products. As conditions and use of our materials are beyond our control, we can guarantee these products only to conform to our standards of quality, and our liability, if any, will be limited to replacement of defective materials. All technical information is subject to change without notice.



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