

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Public Works *atb*

BOARD AGENDA # \*C-2

Urgent  Routine

AGENDA DATE December 11, 2007

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award Contract to George Reed, Inc., of Modesto, California, for the Federal Aid Project No. STPL-5938(147), Titled "RSTP Roadway Resurfacing Program FY 2006/2007 (Phase 2)"

STAFF RECOMMENDATIONS:

1. Award contract in the amount of \$1,545,975 to George Reed, Inc., of Modesto, California, for the construction of the Federal Aid Project No. STPL-5938(147), titled "RSTP Roadway Resurfacing Program FY 2006/2007 (Phase 2)".
2. Authorize the Director of Public Works to execute a contract with George Reed, Inc., for \$1,545,975 and to sign necessary documents.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project in the amount of \$1,730,975 (\$1,545,975 contract, \$20,000 construction quality assurance, \$10,000 material testing, and \$155,000 contract change orders) will be satisfied with funds available from the Federal Surface Transportation Program (STP) funds in the amount of \$1,532,432 and local match funds in the amount of \$198,543 available in fund balance and programmed in the Fiscal Year 2007-2008 Public Works Road Project budget. There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2007-962

On motion of Supervisor Monteith, Seconded by Supervisor DeMartini  
and approved by the following vote,

Ayes: Supervisors: Monteith, DeMartini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: Grover

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION: **Amended** the item to consider Staff Recommendations Nos. 1, 2, 4, 5 and continued Staff Recommendation No. 3 to a future date (due to the requirement of a 4/5 vote); and, approved Staff Recommendations Nos. 1, 2, 4, 5

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award Contract to George Reed, Inc., of Modesto, California, for the Federal Aid Project No. STPL-5938(147), Titled "RSTP Roadway Resurfacing Program FY 2006/2007 (Phase 2)"

Page 2

4. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142.
5. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.

**DISCUSSION:**

The RSTP Roadway Resurfacing Program FY 2006/2007 (Phase 2) will consist of the asphalt concrete overlay on road surfaces creating a smooth, durable, water-resistant pavement surface.

The following roads are included in the program:

- Shiloh Road (Paradise Road to 1.78 Miles South)
- Sierra Road (Wamble Road to City of Oakdale)
- Valley Home Road (San Joaquin County to 2 Miles South)
- Beckwith Road (Dakota Avenue to State Highway 99)
- Carver Road (Kiernan Avenue to 1.39 Miles North)
- McHenry Avenue (800' North of Stewart Road to San Joaquin County)
- Milton Road (0.25 Mile North of Sonora Road to 800' South of Dunton Road)
- Hammett Road (Bacon Road to Kiernan Avenue)
- Toomes Road (Beckwith Road to Bacon Road)

This project is exempt from the California Environmental Quality Act, Class 1, California Code of Regulations, Title 14, #15301 (Existing Facilities).

On October 2, 2007, the Board of Supervisors approved and adopted the plans and specifications for the Federal Aid Project No. STPL-5938(147), titled "RSTP Roadway Resurfacing Program FY 2006/2007 (Phase 2)" and directed the Clerk to publish the notice inviting bids.

On November 7, 2007, four sealed bids were received, publicly read and opened. A summary of the bids follows:

<b>CONTRACTOR</b>	<b>BID</b>
George Reed, Inc.	\$1,545,975
Granite Construction Company	\$1,774,840
Desilva Gates Construction	\$1,884,570
Teichert Construction	\$2,122,054

Approval to Award Contract to George Reed, Inc., of Modesto, California, for the Federal Aid Project No. STPL-5938(147), Titled "RSTP Roadway Resurfacing Program FY 2006/2007 (Phase 2)"

Page 3

The project is anticipated to begin construction on March 3, 2008 and end April 28, 2008.

The engineer's estimate for the budget of the project is \$1,830,000. The Department of Public Works requests that the Board of Supervisors award the contract to the lowest bidder, George Reed, Inc., of Modesto, California, in the amount of \$1,545,975.

**POLICY ISSUES:**

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system. Furthermore, the Board should decide if it should authorize the Director of Public Works to issue change orders in accordance with Public Contract Code, Section 20142.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

PS:la

L:\ROADS\9446 - RSTP Roadway Resurfacing Program FY 06-07 (Phase 2)\Design\Board Items\Contract - Construction Pt2.doc

ATTACHMENTS AVAILABLE  
FROM YOUR CLERK

**AUDITOR-CONTROLLER  
BUDGET JOURNAL**



Balance Type	Budget
Category	Budget - Upload
Source	
Currency	USD
Budget Name	LEGAL BUDGET
Batch Name	
Journal Name	
Journal description	RSTP Road Resurfacing Program FY 2006/2007 Phase 2
Period	JUL-07 to JUN-08
Organization	Stanislaus Budget Org
	BO#

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	1102	40310	63280	9446	0	0.0	1,730,975.00				
2	1102	40310	65660	0	0	0.0		198,543.00			
3	1102	40310	27600	9446	0	0.0		1,532,432.00			
4						0.0					
5						0.0					
6						0.0					
7						0.0					
8						0.0					
9						0.0					
10						0.0					
11						0.0					
12						0.0					
13						0.0					
14						0.0					
15						0.0					
16						0.0					
17						0.0					
18						0.0					
19						0.0					
20						0.0					
21						0.0					
22						0.0					
23						0.0					
24						0.0					
25						0.0					
<b>Totals</b>								1,730,975.00	1,730,975.00		

RSTP Road Resurfacing Program FY 2006/2007 Phase 2

<b>Requesting Department</b>		<b>CEO</b>		<b>Auditors Office Only</b>	
Sharon Andrews					
Signature		Signature		Prepared By	Admin Approval (\$75K+)
11/29/07		11/30/07			11/29/07
Date		Date		Date	Date

Contact Person & Phone Number

**AGREEMENT**

**COPY**

THIS AGREEMENT, dated this 11th day of December, 2007, by and between GEORGE REED, INC., whose place of business is located at 140 EMPIRE AVENUE, MODESTO, CALIFORNIA, 95354 ("Contractor"), and the COUNTY OF STANISLAUS ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. \_\_\_\_\_ adopted on the 11<sup>th</sup> day of December, 2007 awarded to Contractor the following Contract:

**CONTRACT NUMBER 2007-12**

**RSTP ROAD RESURFACING PROGRAM F.Y. 06/07 (PHASE 2),  
FEDERAL-AID PROJECT NO. STPL-5938(147)**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

**Article 1. Work**

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

**Article 2. Architect/Engineer and Project Manager**

- 2.1 **Engineering Services** designed the Project and furnished the Plans and Specifications. **Engineering Services** shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated **Construction Services** as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.
- 2.3 The County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager.

**Article 3. Contract Time and Liquidated Damages****COPY****3.1 Contract Time**

Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Forty-Five (45) Working Days from the date when the Contract Time commences to run as provided in General Conditions.

**3.2 Liquidated Damages**

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay the County:

- 3.2.1 Two thousand five hundred dollars (\$ 2,500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

- 3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

**Article 4. Contract Sum**

- 4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

## **Article 5. Contractor's Representations**

**COPY**

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

COPY

## Article 6. Contract Documents

- 6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

- Notice of Award
- Agreement
- Notice to Proceed
- Construction Performance Bond
- Construction Labor and Material Payment Bond
- General Conditions
- Supplementary General Conditions
- Addenda
- Construction Details
- Drawings
- Encroachment Permit **[If applicable]**

- 6.2 There are no Contract Documents other than those listed in this Document, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in General Conditions.

## Article 7. Miscellaneous

- 7.1 Terms and abbreviations used in this Agreement are defined in General Conditions and Section (References and Definitions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code),



**COPY**

arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in General Conditions, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

COUNTY OF STANISLAUS

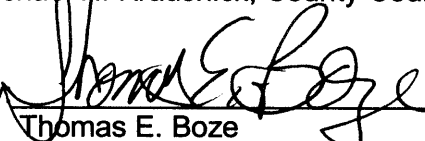
GEORGE REED, INC.

By: \_\_\_\_\_  
Matthew Machado, Director  
Public Works Department

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

APPROVED AS TO FORM AND LEGALITY  
Michael H. Krausnick, County Counsel

\_\_\_\_\_  
Title (If Corporation: Chairman, President or  
Vice President)

By:   
Thomas E. Boze  
Deputy County Counsel

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

\_\_\_\_\_  
Title (If Corporation: Secretary, Assistant  
Secretary, Chief Financial Officer or Assistant  
Treasurer)

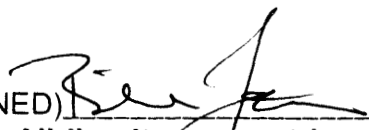
COUNTY RESOLUTION NO. \_\_\_\_\_

END OF DOCUMENT

COPY

**CONTRACTOR'S BID SHEET  
FOR  
RSTP ROAD RESURFACING PROGRAM FY 06/07 (PHASE 2),  
FEDERAL-AID PROJECT NO. STPL-5938(147)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	L.S.	20,000.00	20,000.00
2	TRAFFIC CONTROL	1	L.S.	35,500.00	35,500.00
3	RUBBERIZED ASPHALT CONCRETE (TYPE G)	19,873	TONS	75.00	1,490,475.00
				TOTAL	1,545,975.00

(SIGNED)  Bill Faris  
Vice-President Date: 11/07/07

**Note: All line items must have an entry placed in its appropriate box, and  
this form must be signed for the bid to be accepted as complete.**

## AGREEMENT

THIS AGREEMENT, dated this 11th day of December, 2007, by and between GEORGE REED, INC., whose place of business is located at 140 EMPIRE AVENUE, MODESTO, CALIFORNIA, 95354 ("Contractor"), and the COUNTY OF STANISLAUS ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. 2008-091 adopted on the 11<sup>th</sup> day of December, 2007 awarded to Contractor the following Contract:

### CONTRACT NUMBER 2007-12

#### RSTP ROAD RESURFACING PROGRAM F.Y. 06/07 (PHASE 2), FEDERAL-AID PROJECT NO. STPL-5938(147)

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

#### Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

#### Article 2. Architect/Engineer and Project Manager

- 2.1 **Engineering Services** designed the Project and furnished the Plans and Specifications. **Engineering Services** shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated **Construction Services** as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.
- 2.3 The County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager.

### **Article 3. Contract Time and Liquidated Damages**

#### **3.1 Contract Time**

Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Forty-Five (45) Working Days from the date when the Contract Time commences to run as provided in General Conditions.

#### **3.2 Liquidated Damages**

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay the County:

- 3.2.1 Two thousand five hundred dollars (\$ 2,500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

- 3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

### **Article 4. Contract Sum**

- 4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

## **Article 5. Contractor's Representations**

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

## Article 6. Contract Documents

6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

- Notice of Award
- Agreement
- Notice to Proceed
- Construction Performance Bond
- Construction Labor and Material Payment Bond
- General Conditions
- Supplementary General Conditions
- Addenda
- Construction Details
- Drawings
- Encroachment Permit **[If applicable]**

6.2 There are no Contract Documents other than those listed in this Document, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in General Conditions.

## Article 7. Miscellaneous

7.1 Terms and abbreviations used in this Agreement are defined in General Conditions and Section (References and Definitions) and will have the meaning indicated therein.

7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*

7.4 The Contract Sum includes all allowances (if any).

7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code),

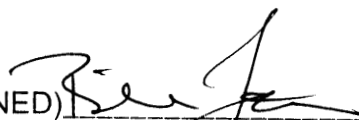
arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in General Conditions, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.



**CONTRACTOR'S BID SHEET  
FOR  
RSTP ROAD RESURFACING PROGRAM FY 06/07 (PHASE 2),  
FEDERAL-AID PROJECT NO. STPL-5938(147)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	L.S.	20,000.00	20,000.00
2	TRAFFIC CONTROL	1	L.S.	35,500.00	35,500.00
3	RUBBERIZED ASPHALT CONCRETE (TYPE G)	19,873	TONS	75.00	1,490,475.00
				TOTAL	1,545,975.00

(SIGNED)  Bill Faris  
Vice-President Date: 11/07/07

**Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.**

**COUNTY OF STANISLAUS**  
**DEPARTMENT OF PUBLIC WORKS**

---

**BID PROPOSAL AND CONTRACT**

**FOR THE**

**RSTP ROAD RESURFACING PROGRAM FY 06/07 (PHASE 2),  
FEDERAL-AID PROJECT NO. STPL-5938(147)**

**Approved by Stanislaus County Board of Supervisors: October 2, 2007**  
**Bid Opening Time and Date: 2:00 PM, November 7, 2007**

## TABLE OF CONTENTS

SECTION	PAGE
Information for Bidders	II-1
Section 1: Date and Place for Opening Proposals	II-1
Section 2: Printed Form of Proposals	II-1
Section 3: Omissions and Discrepancies	II-1
Section 4: Acceptance or Rejection of Proposals	II-1
Section 5: Cash, Certified Check, Cashier's Check or Bidder's Bond	II-1
Section 6: Acceptance of Proposals and its Effect	II-2
Section 7: Time for Executing Contract and Damages for Failure to	II-2
Section 8: Determination of Low Bidder	II-2
Section 9: Time for Beginning and Completing the Work	II-2
Section 10: Prices	II-2
Section 11: Interpretation of Addenda	II-3
Section 12: Right to Make Corrections	II-3
Section 13: Substitutions of Securities for Withheld Payments	II-3
Proposal	II-4
Bid Documents Required at Bid Opening	II-6
Insurance Requirements	II-7
Contractor's Bid Sheet	II-8
Addendum Sheet	II-9
Subcontractors List	II-10
Equal Employment Opportunity Certification	II-11
Public Contract Code	II-12
Noncollusion Affidavit	II-13
Non-Discrimination of the Handicapped	II-14
Debarment and Suspension Certification	II-15
Nonlobbying Certification for Federal-Aid Contracts	II-16
Disclosure of Lobbying Activities – Standard Form LLL	II-17
Instructions for Completion of SF-LLL	II-18
W-9 Form	II-19
Proposal Signature Sheet	II-20
Bidder's Bond	II-21
Local Agency Bidder – DBE Information	II-22
Construction Performance Bond	II-23
Construction Performance Bond Terms and Conditions	II-24
Construction Labor and Material Payment Bond	II-27
Construction Labor and Material Payment Bond Terms and Conditions	II-28
State Prevailing Wage Rates	II-31
Federal Minimum Wage Rates	II-31
Agreement	III-1

## **INFORMATION FOR BIDDERS**

**SECTION 1: DATE AND PLACE FOR OPENING PROPOSALS.** Pursuant to the "Invitation to Bidders and Special Provisions", sealed proposals for performing the work will be received by the Clerk of the Board of Supervisors of the County of Stanislaus.

At the place and time set forth in said "Invitation to Bidders and Special Provisions", proposals will be publicly opened and read. The awarding of the agreement, if awarded, will be made by said Board of Supervisors as soon thereafter as practicable.

**SECTION 2: PRINTED FORM OF PROPOSALS.** All proposals must be made upon the blank proposal attached hereto, and must give the price data in figures, and must be signed by the bidder. In accordance with the directions in the proposal, in order to insure consideration the proposal must be enclosed in a return envelope furnished by the bidder, and plainly marked: "**Proposal for the RSTP ROAD RESURFACING PROGRAM FY 06/07 (PHASE 2), FEDERAL-AID PROJECT NO. STPL-5938(147)**" and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6500, Modesto, California, 95354 **PRIOR TO 2:00 PM November 7, 2007**. No bid may be withdrawn within 60 days after time of opening.

**SECTION 3: OMISSIONS AND DISCREPANCIES.** Should a bidder find discrepancies in, or omissions from, the drawings or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer who may send a written instruction to all bidders.

**SECTION 4: ACCEPTANCE OR REJECTION OF PROPOSALS.** The Board of Supervisors reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal that is incomplete, obscure, or irregular may be rejected. Any proposal having erasures or corrections in the price sheet may be rejected. Any proposal that omits a bid on any one or more items in the price sheet may be rejected. Any proposal in which unit prices are obviously unbalanced may be rejected. Any proposal accompanied by an insufficient or irregular bidder's bond may be rejected. Any proposal that does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Board reserves the right to reject the proposal of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse his license number on the proposal. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse his address to which notices hereunder may be directed on the proposal.

A bidder may be deemed not to be responsible and his bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Board.

**SECTION 5: CASH, CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND.** All proposals shall be accompanied by cash, a certified check, certified to by a responsible bank or banker, a cashier's check on a bank, or a bidder's bond prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" in the amount of ten percent (10%) of the total bid, unless otherwise

specified. All such cash or checks will be returned to the respective bidder within ten (10) days after the proposals are opened, except those, which the Board of Supervisors elects to hold until the successful bidder has executed the contract. Thereafter, all remaining cash or checks, including that of the successful bidder, will be returned within five (5) days.

**SECTION 6: ACCEPTANCE OF PROPOSALS AND ITS EFFECT.** Within 60 days after the opening of the proposals, the Board of Supervisors will act upon them. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Board of Supervisors and no other act of the Board of Supervisors shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract and to be responsible for liquidated damages, as provided in Paragraph 1.07. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Supervisors or its authorized designee.

**SECTION 7: TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE.** Any bidder whose proposal shall be accepted will be required to execute the contract within 15 days after the date that the contract documents are mailed to him by the Department of Public Works. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the proposal.

The damages to the County for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the cash, certified check, cashier's check or bidder's bond accompanying the proposal of such bidder shall be forfeited and applied by the Board of Supervisors as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted shall fail or refuse to execute the contract as accepted as hereinbefore provided, the Board of Supervisors may, at its option, determine that such bidder has abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and void and the County shall be entitled to liquidated damages as provided in the General Conditions. In such event, the Board of Supervisors may award the contract to the next low responsible bidder or bidders.

**SECTION 8: DETERMINATION OF LOW BIDDER.** Except where the Board of Supervisors exercises the right reserved herein to reject any or all proposals, said Board to the responsible bidder who has submitted the lowest bid will award the contract. Quantities are approximate, only being as a basis for the comparison of bids. The Board of Supervisors reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.

**SECTION 9: TIME FOR BEGINNING AND COMPLETING THE WORK.** The Contractor shall commence work as specified in Section 4 of the Invitation to Bidders and Special Provisions.

**SECTION 10: PRICES.** The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for completion of the work, except such as may be otherwise expressly provided in the contract documents.

**SECTION 11: INTERPRETATION OF ADDENDA.** Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Public Works Engineering, 1716 Morgan Road, Modesto, California 95358.

**SECTION 12: RIGHT TO MAKE CORRECTIONS.** The Engineer/Architect shall have the right to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications. The Contractor shall be responsible for calling apparent errors or omissions to the attention of the Engineer/Architect for his corrections and/or interpretation. The Contractor shall not take advantage of said apparent errors or omissions.

**SECTION 13: SUBSTITUTIONS OF SECURITIES FOR WITHHELD PAYMENTS.** Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to Section 2.1 of the "Agreement for Independent Contractor Services" without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies that would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

# PROPOSAL

## STANISLAUS COUNTY BOARD OF SUPERVISORS

### FOR THE CONSTRUCTION OF

#### RSTP ROAD RESURFACING PROGRAM FY 06/07 (PHASE 2), FEDERAL-AID PROJECT NO. STPL-5938(147)

NAME OF BIDDER George Reed, Inc.

BUSINESS P.O. BOX P.O. Box 4760

CITY, STATE, ZIP Modesto, CA 95352

BUSINESS STREET ADDRESS 140 Empire Avenue  
*(Please include even if P.O. Box used)*

CITY, STATE, ZIP Modesto, CA 95354

TELEPHONE NO: AREA CODE ( ) (209) 523-0734

FAX NO: AREA CODE ( ) (209) 523-4927

CONTRACTOR LICENSE NO. 211337

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated May, 2006, the Standard Specifications, dated May, 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The plans and specifications for the work to be done were adopted by the Board of Supervisors on October 2, 2007, and are entitled:

#### COUNTY OF STANISLAUS, DEPARTMENT OF PUBLIC WORKS INVITATION TO BIDDERS AND SPECIAL PROVISIONS; PLANS FOR THE CONSTRUCTION OF THE RSTP ROAD RESURFACING PROGRAM FY 06/07 (PHASE 2), FEDERAL-AID PROJECT NO. STPL-5938(147)

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) Decimal Errors. If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the COUNTY OF STANISLAUS' Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cent symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity, which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the COUNTY OF STANISLAUS, and that discretion will be exercised in the manner deemed by the COUNTY OF STANISLAUS to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF STANISLAUS respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this proposal shall be a bidder's bond issued by a California admitted surety, or certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal as a form of bidder's security.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the COUNTY OF STANISLAUS, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF STANISLAUS, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:



## **BID DOCUMENTS REQUIRED AT BID OPENING**

**It is required that the following documents must be completed, signed, and submitted with the Proposal at bid opening.**

Contractor's Bid Sheet  
Addendum Sheet  
Subcontractor List  
Equal Employment Opportunity Certification  
Public Contract Code  
Noncollusion Affidavit  
Non-Discrimination of the Handicapped  
Debarment and Suspension Certification  
Disclosure of Lobbying Activities  
Proposal Signature Sheet  
Bidder's Bond

**It is recommended that the following document be submitted at bid opening.**

W-9 Form

**Note: The above forms and documents must be completed and submitted with your bid for your bid to be accepted as complete at the bid opening. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.**

## **INSURANCE REQUIREMENTS**

Your insurance agent must thoroughly review the contract specifications before he issues the Certificate of Insurance.

### Insurance Requirements.

- General Liability Insurance, \$1,000,000 per occurrence.
- Automobile Liability Insurance, \$1,000,000 per accident.
- Workers' Compensation Insurance as required by the Labor Code of the State of California.
- Insurance to be placed with California admitted insurers (licensed to do business in California) with a Best's rating of no less than A: VII.
- Any deductibles, self-insured retentions or named insured's must be declared.

**CONTRACTOR'S BID SHEET  
FOR  
RSTP ROAD RESURFACING PROGRAM FY 06/07 (PHASE 2),  
FEDERAL-AID PROJECT NO. STPL-5938(147)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	L.S.	20,000.00	20,000.00
2	TRAFFIC CONTROL	1	L.S.	35,500.00	35,500.00
3	RUBBERIZED ASPHALT CONCRETE (TYPE G)	19,873	TONS	75.00	1,490,475.00
				TOTAL	1,545,975.00

(SIGNED)  Bill Faris  
Vice-President Date: 11/07/07

**Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.**

**CONTRACTOR'S BID SHEET  
FOR  
RSTP ROAD RESURFACING PROGRAM FY 06/07 (PHASE 2),  
FEDERAL-AID PROJECT NO. STPL-5938(147)**

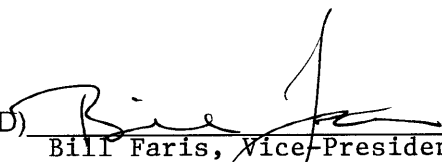
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	L.S.		
2	TRAFFIC CONTROL	1	L.S.		
3	ASPHALT CONCRETE (TYPE A)	15,518	TONS		
TOTAL					

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

**Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.**

**ADDENDUM SHEET  
FOR  
RSTP ROAD RESURFACING PROGRAM FY 06/07 (PHASE 2),  
FEDERAL-AID PROJECT NO. STPL-5938(147)**

ADDENDUM NO. 1 DATED 10/9/07 DATE RECEIVED 11/1/07 INITIALS BF  
ADDENDUM NO. 2 DATED 10/29/07 DATE RECEIVED 10/30/07 INITIALS BF  
ADDENDUM NO.      DATED      DATE RECEIVED      INITIALS       
ADDENDUM NO.      DATED      DATE RECEIVED      INITIALS       
ADDENDUM NO.      DATED      DATE RECEIVED      INITIALS       
CONTRACTOR George Reed, Inc.  
ADDRESS P.O. Box 4760  
Modesto, CA 95354  
PHONE ( 209 ) 523-0734 FAX ( 209 ) 523-4927

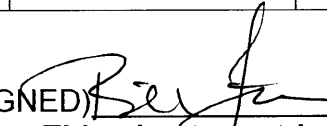
(SIGNED)  Date: 11/7/07  
Bill Paris, Vice-President

**Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.**

## SUBCONTRACTORS LIST

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

	Subcontractor	Business Address	Description of Portion of Work Subcontracted
	None		
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

(SIGNED)  Bill Faris  
 Vice-President Date: 11/7/07

**Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.**

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION


The bidder George Reed, Inc., proposed subcontractor N/A, hereby certifies that he has X, has not     , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

---

(SIGNED)  Date: 11/7/07  
Bill Faris, Vice-President

**Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.**

**PUBLIC CONTRACT CODE**  
**Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not  X  been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.**

---

**Public Contract Code Section 10162 Questionnaire**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No  X

If the answer is yes, explain the circumstances in the following space.

---

**Public Contract Code 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

(SIGNED) \_\_\_\_\_

Bill Faris, Vice-President

Date:  11/7/07

**Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.**

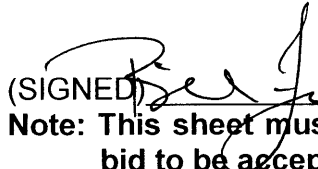
**Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.**



**NONCOLLUSION AFFIDAVIT**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

TO THE COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(SIGNED)  Bill Faris  
Vice-President Date: 11/7/07

**Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.**

STANISLAUS COUNTY

NON-DISCRIMINATION OF THE HANDICAPPED

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of Stanislaus County that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs and meetings open to the public to people with disabilities.

In this regard, County and all of its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

Certification

Each agency, organization, or person seeking a bid, contract or agreement with Stanislaus County shall sign a certification of compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

CERTIFICATION OF BIDDER REGARDING NON-DISCRIMINATION OF THE HANDICAPPED

The bidder hereby certifies that he/she is in compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap discrimination and participation.

NAME OF BIDDER George Reed, Inc.

BUSINESS ADDRESS P.O. Box 4760 TEL. (209) 523-0734

CITY, STATE, ZIP CODE Modesto, CA 95354

BY [Signature] TITLE Vice-President
(Signature) Bill Faris

DATED 11/7/07

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

## DEBARMENT AND SUSPENSION CERTIFICATION

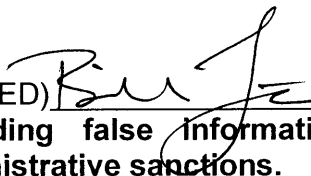
### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

(SIGNED)  Bill Faris  
Vice-President Date: 11/7/07  
**Providing false information may result in criminal prosecution or administrative sanctions.**

**Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.**

## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

**DISCLOSURE OF LOBBYING ACTIVITIES**  
 COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>                  year _____ quarter _____                  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee                  Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b>                  (If individual, last name, first name, MI)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)                  (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____                  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:</b>                      Yes <input type="checkbox"/>    No <input type="checkbox"/></p>		
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____                      Date: _____
<p><b>Federal Use Only:</b></p>		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

## **STATE PREVAILING WAGE RATES**

For current rates go to the Department of Industrial Relations homepage on the internet:

[www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html)

## **FEDERAL MINIMUM WAGE RATES**

See the following current Federal Minimum Wage Rates downloaded from the Internet at:

[www.gpo.gov/davisbacon](http://www.gpo.gov/davisbacon)

GENERAL DECISION: CA20070029 08/24/2007 CA29

Date: August 24, 2007

General Decision Number: CA20070029 08/24/2007

Superseded General Decision Number: CA20030029

State: California

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

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

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

Modification Number	Publication Date
0	02/09/2007
1	02/16/2007
2	03/23/2007
3	04/06/2007
4	06/08/2007
5	06/22/2007
6	07/06/2007
7	07/13/2007
8	08/03/2007
9	08/17/2007
10	08/24/2007

ASBE0016-001 08/01/2006

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

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

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)

Area 1.....	\$ 41.68	13.55
Area 2.....	\$ 36.28	13.55

-----  
ASBE0016-004 05/01/2006



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

AREA 2: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED,  
MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND  
TUOLUMNE COUNTIES

Rates Fringes

Asbestos Removal  
worker/hazardous material  
handler (Includes  
preparation, wetting,  
stripping, removal,  
scrapping, vacuuming, bagging  
and disposing of all  
insulation materials from  
mechanical systems, whether  
they contain asbestos or not)

Area 1.....\$ 26.75 5.42  
Area 2.....\$ 25.36 5.42

BRCA0003-001 08/01/2006

Rates Fringes

MARBLE FINISHER.....\$ 26.62 10.87

BRCA0003-003 08/01/2007

Rates Fringes

Marble mason.....\$ 38.99 16.96

BRCA0003-005 07/01/2007

Rates Fringes

BRICKLAYER

Alameda, Contra Costa, San  
Benito, Santa Clara.....\$ 36.10 15.05  
Calaveras, San Joaquin,  
Stanislaus, Tuolumne.....\$ 31.58 14.12  
Fresno, Kings, Madera,  
Mariposa, Merced.....\$ 30.78 14.92  
Monterey, Santa Cruz.....\$ 31.51 18.42  
San Francisco, San Mateo.....\$ 36.58 16.87

BRCA0003-008 07/01/2006

Rates Fringes

TERRAZZO FINISHER.....\$ 26.46 9.91  
TERRAZZO WORKER/SETTER.....\$ 35.95 16.05

BRCA0003-011 04/01/2007

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

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

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

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 20.25	9.78
Area 2.....	\$ 20.07	9.91
Area 3.....	\$ 19.76	9.11
Tile Layer		
Area 1.....	\$ 36.47	11.01
Area 2.....	\$ 32.27	10.96
Area 3.....	\$ 27.26	10.36

-----  
CARP0022-001 08/01/2007

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

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

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 33.25	18.80
Area 2.....	\$ 27.37	18.80
Area 3.....	\$ 26.52	18.80
Drywall Stocker/Scrapper		
Area 1.....	\$ 16.63	12.09
Area 2.....	\$ 13.69	12.09
Area 3.....	\$ 13.26	12.09

PROJECTS \$50,000,000 AND OVER (AREAS 2 & 3):

Wages For Drywall Installer/Lather shall be \$3.50 additional per hour. Wages for Stocker/Scrapper shall be \$1.75 additional per hour.

-----  
CARP0034-001 07/01/2007

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 32.15	21.915
Diver standby.....	\$ 36.37	21.915
Diver Tender.....	\$ 35.37	21.915
Diver wet.....	\$ 72.74	21.915
Manifold Operator (mixed gas).....	\$ 40.37	21.915
Manifold Operator (Standby).....	\$ 35.37	21.915

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot

DIVING IN ENCLOSURES:

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

-----  
 CARP0034-003 07/01/2007

	Rates	Fringes
Piledriver.....	\$ 32.15	21.915

-----  
 CARP0035-002 07/01/2007

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

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

	Rates	Fringes
Carpenters:		
AREA 1:		
(1) Carpenter.....	\$ 33.25	18.36
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 33.40	18.36
(3) Bridge Builder.....	\$ 33.25	18.36
(4) Millwright.....	\$ 32.35	18.645
AREA 2: PROJECTS		
\$50,000,000 & OVER		
(1) Carpenter.....	\$ 30.87	18.36
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 31.02	18.36
(3) Bridge Builder.....	\$ 33.25	18.36
(4) Millwright.....	\$ 32.35	8.645
AREA 2: PROJECTS UNDER		
\$50,000,000		
(1) Carpenter.....	\$ 27.37	18.36
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 27.52	18.36
(3) Bridge Builder.....	\$ 33.25	18.36
(4) Millwright.....	\$ 28.87	18.645
AREA 3: PROJECTS		
\$50,000,000 & OVER		
(1) Carpenter.....	\$ 29.52	18.36

(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....\$ 29.67	18.36
(3) Bridge Builder.....\$ 33.25	18.36
(4) Millwright.....\$ 31.02	18.645
AREA 3: PROJECTS UNDER \$50,000,000	
(1) Carpenter.....\$ 26.02	18.36
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....\$ 26.17	18.36
(3) Bridge Builder.....\$ 33.25	18.36
(4) Millwright.....\$ 27.52	18.645

-----  
CARP0035-007 07/01/2007

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

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

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....\$ 20.18		12.325
Installer II.....\$ 16.75		12.325
Lead Installer.....\$ 23.63		12.825
Master Installer.....\$ 27.85		12.825
Area 2		
Installer I.....\$ 17.53		12.325
Installer II.....\$ 14.58		12.325
Lead Installer.....\$ 20.50		12.825
Master Installer.....\$ 24.13		12.825
Area 3		
Installer I.....\$ 16.58		12.325
Installer II.....\$ 13.81		12.325
Lead Installer.....\$ 19.38		12.825
Master Installer.....\$ 22.80		12.825

-----  
ELEC0006-001 12/01/2005

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

	Rates	Fringes
Communications System		
Sound & Communications Installer.....\$ 25.72		3%+9.80
Sound & Communications Technician.....\$ 29.28		3%+9.80

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

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

-----  
 ELEC0006-007 06/01/2006

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 48.00	3%+17.445

-----  
 ELEC0006-008 12/01/2006

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

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

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

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

installed in the conduit, shall be performed by the inside electrician.

-----  
ELEC0100-002 06/01/2007

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.85	3%+13.20

-----  
ELEC0100-005 12/01/2005

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications and Systems Installer.....	\$ 22.59	3%+9.80

SCOPE OF WORK

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

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

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

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

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

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

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

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

-----  
 ELEC0234-001 05/28/2007

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.84	3%+18.21

-----  
 ELEC0302-001 06/01/2007

CONTRA COSTA COUNTY

	Rates	Fringes
Cable splicer.....	\$ 46.86	3%+18.25
ELECTRICIAN.....	\$ 41.21	3%+18.25

-----  
 ELEC0332-001 05/29/2006

SANTA CLARA COUNTY

	Rates	Fringes
Cable splicer.....	\$ 49.53	3%+16.23
ELECTRICIAN.....	\$ 43.07	3%+16.23

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

-----  
 ELEC0595-001 06/01/2007

ALAMEDA COUNTY

	Rates	Fringes
Cable splicer.....	\$ 48.38	3%+19.97
ELECTRICIAN.....	\$ 43.00	3%+19.97

-----  
 ELEC0595-002 06/01/2007

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 36.88	7.5%+17.46
Electricians		
(1) Tunnel work.....	\$ 34.42	7.5%+17.46
(2) All other work.....	\$ 32.78	7.5%+17.46

-----  
 ELEC0617-001 06/01/2006

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 45.25	16.89

-----  
 ELEC0684-001 01/01/2007

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 35.99	6.5%+13.55
ELECTRICIAN.....	\$ 32.72	6.5%+13.55

-----  
 ELEC1245-001 06/01/2007

	Rates	Fringes
Line Construction		
(1) Lineman; Cable splicer..	\$ 41.02	12.01
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment).....	\$ 33.24	11.00
(3) Groundman.....	\$ 25.42	10.76
(4) Powderman.....	\$ 37.16	11.15

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

-----  
 ELEV0008-001 01/01/2006

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.005	13.265

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6  
 months to 5 years service.

Paid Holidays: New Years Day, Memorial Day, Independence Day,



Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

-----  
 ENGI0003-008 07/01/2007

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 36.24	20.53
(2) Dredge Dozer; Heavy duty repairman.....	\$ 31.28	20.53
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 30.16	20.53
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 26.86	20.53
AREA 2:		
(1) Leverman.....	\$ 38.24	20.53
(2) Dredge Dozer; Heavy duty repairman.....	\$ 33.28	20.53
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 32.16	20.53
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 28.86	20.53

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:

  Area 1: Northernmost part  
 Area 2: Remainder

CALAVERAS COUNTY:

  Area 1: Remainder  
 Area 2: Eastern part

COLUSA COUNTY:

  Area 1: Eastern part  
 Area 2: Remainder

ELDORADO COUNTY:

  Area 1: North Central part  
 Area 2: Remainder

## FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

## GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

## LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

## MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

## MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

## MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

## NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

## PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

## PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

## SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

## SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

## SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

## SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

## TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with  
 Shasta County  
 Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part  
 Area 2: Eastern part

-----  
 ENGI0003-018 06/25/2007

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
Power Equipment Operator (AREA 1:)		
GROUP 1.....	\$ 36.09	19.62
GROUP 2.....	\$ 34.56	19.62
GROUP 3.....	\$ 33.08	19.62
GROUP 4.....	\$ 31.70	19.62
GROUP 5.....	\$ 30.43	19.62
GROUP 6.....	\$ 29.11	19.62
GROUP 7.....	\$ 27.97	19.62
GROUP 8.....	\$ 26.83	19.62
GROUP 8-A.....	\$ 24.62	19.62
Power Equipment Operators - All Cranes and Attachments: (AREA 1:)		
GROUP 1		
Cranes.....	\$ 36.97	19.62
Oiler.....	\$ 27.71	19.62
Truck crane oiler.....	\$ 30.00	19.62
GROUP 2		
Cranes.....	\$ 35.21	19.62
Oiler.....	\$ 27.50	19.62
Truck crane oiler.....	\$ 29.74	19.62
GROUP 3		
Cranes.....	\$ 33.47	19.62
Hydraulic.....	\$ 29.11	19.62
Oiler.....	\$ 27.22	19.62
Truck Crane Oiler.....	\$ 29.50	19.62
Power Equipment Operators - Piledrivers: (AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 37.31	19.62
Oiler.....	\$ 28.05	19.62
Truck crane oiler.....	\$ 30.33	19.62
GROUP 2		
Lifting devices.....	\$ 35.49	19.62
Oiler.....	\$ 27.78	19.62
Truck Crane Oiler.....	\$ 30.08	19.62
GROUP 3		
Lifting devices.....	\$ 33.81	19.62
Oiler.....	\$ 27.56	19.62

Truck Crane Oiler.....	\$ 29.79	19.62
GROUP 4.....	\$ 32.04	19.62
GROUP 5.....	\$ 29.40	19.62
GROUP 6.....	\$ 27.17	19.62
Power Equipment Operators -		
Steel Erection: (AREA 1:)		
GROUP 1		
Cranes.....	\$ 37.94	19.62
Oiler.....	\$ 28.39	19.62
Truck Crane Oiler.....	\$ 30.62	19.62
GROUP 2		
Cranes.....	\$ 36.17	19.62
Oiler.....	\$ 28.12	19.62
Truck Crane Oiler.....	\$ 30.40	19.62
GROUP 3		
Cranes.....	\$ 34.69	19.62
Hydraulic.....	\$ 29.74	19.62
Oiler.....	\$ 27.90	19.62
Truck Crane Oiler.....	\$ 30.13	19.62
GROUP 4.....	\$ 32.67	19.62
GROUP 5.....	\$ 31.37	19.62
Power Equipment Operators -		
Tunnel and Underground Work:		
(AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 32.19	19.62
GROUP 1-A.....	\$ 34.66	19.62
GROUP 2.....	\$ 30.93	19.62
GROUP 3.....	\$ 29.60	19.62
GROUP 4.....	\$ 28.46	19.62
GROUP 5.....	\$ 27.32	19.62
UNDERGROUND:		
GROUP 1.....	\$ 32.09	19.62
GROUP 1-A.....	\$ 34.56	19.62
GROUP 2.....	\$ 30.83	19.62
GROUP 3.....	\$ 29.50	19.62
GROUP 4.....	\$ 28.36	19.62
GROUP 5.....	\$ 27.22	19.62

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2

cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

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

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

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

and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor; Self-loading chipper; Concrete barrier moving machine

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

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

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

---

ALL CRANES AND ATTACHMENTS

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

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

Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

---

#### PILEDRIVERS

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

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

---

#### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

---

--

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

-----  
 AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part  
 Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
 Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
 Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
 Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
 Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
 Area 2: Eastern part



## GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

## HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

## LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

## LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

## MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

## MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

## MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

## MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

## NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

## PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

## PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

## SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

## SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

## SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

## SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

-----  
 ENGI0003-019 06/25/2007

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
Power equiment operators: (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 27.81	18.91
AREA 2.....	\$ 29.81	18.91
GROUP 2		
AREA 1.....	\$ 24.21	18.91
AREA 2.....	\$ 26.21	18.91
GROUP 3		
AREA 1.....	\$ 19.60	18.91
AREA 2.....	\$ 21.60	18.91

GROUP DESCRIPTIONS:

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

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

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

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,

NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,  
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

-----  
IRON0002-004 07/01/2007

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 29.62	20.915
Ornamental, Reinforcing		

and Structural.....\$ 30.51 20.915

PREMIUM PAY:

\$3.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$2.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$1.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

-----  
LABO0036-001 07/01/2006

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 25.73	15.70

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

-----  
LABO0036-002 07/01/2006

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 25.43	15.78

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

-----  
LABO0067-002 06/25/2007

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

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

YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 16.75	5.93
LABORER (Lead Removal)		
Area A.....	\$ 32.38	6.03
Area B.....	\$ 31.38	6.03

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

-----  
LABO0067-003 07/01/2007

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

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

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 24.89	13.28
Area B.....	\$ 23.89	13.28
Traffic Control Person I		
Area A.....	\$ 25.19	13.28
Area B.....	\$ 24.19	13.28
Traffic Control Person II		
Area A.....	\$ 22.69	13.28
Area B.....	\$ 21.69	13.28

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

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

-----  
LABO0067-006 06/25/2007

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

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

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

Rates Fringes

Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)

Construction Specialist	
Group.....	\$ 25.84
GROUP 1.....	\$ 25.14
GROUP 1-a.....	\$ 25.36
GROUP 1-c.....	\$ 25.19
GROUP 1-e.....	\$ 25.69
GROUP 1-f.....	\$ 25.72
GROUP 1-g (Contra Costa County).....	\$ 25.34
GROUP 2.....	\$ 24.99
GROUP 3.....	\$ 24.89
GROUP 4.....	\$ 18.58

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)

Construction Specialist	
Group.....	\$ 24.84
GROUP 1.....	\$ 24.14
GROUP 1-a.....	\$ 24.36
GROUP 1-c.....	\$ 24.19
GROUP 1-e.....	\$ 24.69
GROUP 1-f.....	\$ 24.72
GROUP 2.....	\$ 23.99
GROUP 3.....	\$ 23.89
GROUP 4.....	\$ 17.58

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 26.10
GROUP 2.....	\$ 25.60
GROUP 3.....	\$ 25.01
GROUP 4.....	\$ 24.89

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 25.10
GROUP 2.....	\$ 24.60
GROUP 3.....	\$ 24.01
GROUP 4.....	\$ 23.89

Laborers: (WRECKING - AREA A:)

GROUP 1.....	\$ 25.14
GROUP 2.....	\$ 24.99
GROUP 3.....	\$ 18.58

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 24.14
GROUP 2.....	\$ 23.99
GROUP 3.....	\$ 17.58

Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)

(1) New Construction.....	\$ 24.89
(2) Establishment Warranty Period.....	\$ 18.58
Landscape Laborer (GARDENERS,	

13.28  
13.28  
13.28

HORTICULURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 23.89	12.33
(2) Establishment Warranty		
Period.....	\$ 17.58	12.33

FOOTNOTES:

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

LABORER CLASSIFICATIONS

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

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



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

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

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

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

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

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

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

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

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

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

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

-----  
GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural nozzle operator
- GROUP 2: Nozzle operator (including gun, pot); Ground person
- GROUP 3: Rebound
- GROUP 4: Gunitite laborer

-----  
WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)
- GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

-----  
LABO0067-010 06/25/2007

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 30.50	13.28
GROUP 2.....	\$ 30.27	13.28
GROUP 3.....	\$ 30.02	13.28

GROUP 4.....	\$ 30.02	13.28
GROUP 5.....	\$ 29.57	13.28
GROUP 6.....	\$ 29.03	13.28

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman

GROUP 4: Steel form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading

GROUP 6: Dumpmen (any method); Grout crew; Reboundman; Swamper/ Brakeman

-----  
LABO0073-003 07/01/2007

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

	Rates	Fringes
LABORER: Mason Tender (Brick)...	\$ 24.63	13.27

-----  
LABO0073-005 07/01/2006

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

	Rates	Fringes
Plasterer tender.....	\$ 25.12	11.83

-----  
LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

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

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

per hour additional. Manhole work: \$2.00 per day additional.

LABO0166-002 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

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

LABO0270-001 07/01/2006

SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER: Mason Tender (Brick)		
Santa Clara.....	\$ 27.37	10.18
Santa Cruz.....	\$ 26.37	10.18

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

LABO0270-005 07/01/2006

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 28.45	12.97

LABO0294-001 07/01/2007

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER: Mason Tender (Brick)...	\$ 24.93	13.27

LABO0297-001 08/01/2007

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 23.70	11.50

FOOTNOTE: Mixer person: \$4.00 per day additional.

PAIN0016-001 07/01/2006

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

	Rates	Fringes
Painters:.....	\$ 30.91	14.16

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.  
 SPRAY WORK: - \$0.50 additional per hour.  
 INDUSTRIAL PAINTING - \$0.25 additional per hour  
 [Work on industrial buildings used for the manufacture and  
 processing of goods for sale or service; steel construction  
 (bridges), stacks, towers, tanks, and similar structures]

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

-----  
 PAIN0016-003 08/01/2007

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

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

	Rates	Fringes
Drywall Finisher/Taper		
Area 1.....	\$ 36.37	14.77
Area 2.....	\$ 32.24	12.67

-----  
 PAIN0016-012 07/01/2006

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

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 37.25	13.38

-----  
 PAIN0016-015 09/01/2006

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

	Rates	Fringes
PAINTER		
Brush.....	\$ 27.23	11.10

FOOTNOTES:  
 SPRAY/SANDBLAST: \$0.50 additional per hour.  
 EXOTIC MATERIALS: \$1.00 additional per hour.  
 HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

-----  
 PAIN0016-022 07/01/2006

SAN FRANCISCO COUNTY

	Rates	Fringes
--	-------	---------

PAINTER.....\$ 34.53 14.16

PAIN0169-001 07/01/2006

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 27.19	13.24

PAIN0169-005 07/01/2007

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

	Rates	Fringes
GLAZIER.....	\$ 36.37	17.10

PAIN0294-004 07/01/2007

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER Brush, Roller.....	\$ 23.52	11.02

FOOTNOTE:

Drywall Taper and Lead Abaters receive \$1.25 additional per hour. Sandblast & Spray receive \$1.00 additional per hour. Paperhangers, and work over 30 feet (does not include work from a lift): \$0.50 per hour additional.

PAIN0294-005 07/01/2007

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 24.53	10.18

PAIN0767-001 07/01/2007

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 30.54	15.74

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

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

PAIN1176-001 07/01/2006

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 25.51	10.84
GROUP 2.....	\$ 20.30	10.84
GROUP 3.....	\$ 20.93	10.84

CLASSIFICATIONS

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

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

-----  
PAIN1237-003 07/01/2007

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.01	11.52

-----  
PLAS0066-002 07/01/2007

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

	Rates	Fringes
PLASTERER.....	\$ 33.16	18.62

-----  
PLAS0300-001 07/01/2007

	Rates	Fringes
PLASTERER		
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.97	12.53
AREA 295: Calaveras & San Joaquin Counties.....	\$ 31.82	13.30
AREA 337: Monterey County..	\$ 29.76	12.38
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 31.82	13.50

-----  
PLAS0300-005 07/01/2006

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

-----  
PLUM0036-001 01/01/2007

AREA 1: CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS,

TUOLUMNE

AREA 2: FRESNO, KINGS, MADERA

	Rates	Fringes
Plumber and steamfitter		
Area 1.....	\$ 32.25	15.43
Area 2.....	\$ 32.00	15.43

-----  
 PLUM0036-004 01/01/2006

FRESNO, MERCED, SAN JOAQUIN COUNTIES

	Rates	Fringes
BUILDING CONSTRUCTION		
PIPE TRADESMAN.....	\$ 13.00	7.30

SCOPE OF WORK Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

-----  
 PLUM0036-009 07/01/2007

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
Plumber and steamfitter.....	\$ 38.00	15.43

-----  
 PLUM0038-001 07/01/2007

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER		
(1) Work on wooden frame		



structures 5 stories or  
 less excluding high-rise  
 buildings and commercial  
 work such as hospitals,  
 prisons, hotels and schools.\$ 38.00 26.46  
 (2) All other work.....\$ 47.50 29.04

-----  
 PLUM0038-005 07/01/2007

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter.....	\$ 34.45	18.92

-----  
 \* PLUM0159-001 07/01/2007

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 42.27	21.55
(2) All other work.....	\$ 43.16	21.55

-----  
 \* PLUM0342-001 07/01/2007

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 43.26	24.10
Plumber, Pipefitter, Steamfitter		
ALAMEDA COUNTY.....	\$ 43.26	24.10

-----  
 PLUM0355-004 07/01/2007

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

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 24.35	7.85

-----  
 \* PLUM0393-001 07/01/2007

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 49.41	17.78

-----  
 PLUM0467-001 07/01/2007

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter		
(1) Refrigeration & Air		
Conditioning.....	\$ 49.75	17.86
(2) All Other Work.....	\$ 49.30	17.91

-----  
 ROOF0027-002 01/01/2007

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 25.35	7.65

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

-----  
 ROOF0040-002 08/01/2006

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 30.23	10.19

-----  
 ROOF0081-001 08/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofers.....	\$ 27.80	12.55

-----  
 ROOF0081-004 08/01/2006

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

	Rates	Fringes
ROOFER.....	\$ 22.72	8.44

-----  
 ROOF0095-002 08/01/2006

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

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply		
Journeyman.....	\$ 31.73	9.89
Kettleman (2 kettles), Bitumastic Enameler, Coal Tar, Pitch & Mastic.....	\$ 33.73	9.89

-----  
 SFCA0483-001 07/01/2007

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

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 44.94	17.30
-----		
SFCA0669-011 01/01/2007		

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

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 30.15	14.15
-----		
SHEE0104-001 07/01/2007		

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

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
Sheet metal workers		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 41.32	19.78
All Other Work.....	\$ 44.90	20.88
AREA 2.....	\$ 36.49	3%+17.46
AREA 3.....	\$ 38.25	17.28
-----		
SHEE0104-015 07/01/2007		

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

	Rates	Fringes
SHEETMETAL WORKER		
Metal Decking and Siding		
only.....	\$ 33.08	19.21
-----		
* SHEE0162-001 07/01/2007		

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
Sheet metal worker.....	\$ 28.72	16.03
-----		
* SHEE0162-003 07/01/2007		

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Excluding metal deck and siding).....	\$ 31.33	17.14

\* SHEE0162-004 07/01/2007

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
Sheet metal worker.....	\$ 31.63	18.02

SHEE0162-013 07/01/2005

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

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 32.84	15.20

TEAM0094-001 07/01/2007

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 25.63	17.09
GROUP 2.....	\$ 25.93	17.09
GROUP 3.....	\$ 26.23	17.09
GROUP 4.....	\$ 26.68	17.09
GROUP 5.....	\$ 26.93	17.09

FOOTNOTES:

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

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack

(3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 35 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 35 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

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

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

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

-----  
 In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
 -----

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====

END OF GENERAL DECISION

## AGREEMENT

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between \_\_\_\_\_ whose place of business is located at \_\_\_\_\_ ("Contractor"), and the COUNTY OF STANISLAUS ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. \_\_\_\_\_ adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2007 awarded to Contractor the following Contract:

### CONTRACT NUMBER 2007-12

### RSTP ROAD RESURFACING PROGRAM F.Y. 06/07 (PHASE 2), FEDERAL-AID PROJECT NO. STPL-5938(147)

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

#### Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

#### Article 2. Architect/Engineer and Project Manager

- 2.1 **Engineering Services** designed the Project and furnished the Plans and Specifications. **Engineering Services** shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated **Construction Services** as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.
- 2.3 The County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager.

### **Article 3. Contract Time and Liquidated Damages**

#### **3.1 Contract Time**

Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Forty-Five (45) Working Days from the date when the Contract Time commences to run as provided in General Conditions.

#### **3.2 Liquidated Damages**

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay the County:

- 3.2.1 Two thousand five hundred dollars (\$ 2,500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

- 3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

### **Article 4. Contract Sum**

- 4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.



## Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

## **Article 6. Contract Documents**

- 6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

- Notice of Award
- Agreement
- Notice to Proceed
- Construction Performance Bond
- Construction Labor and Material Payment Bond
- General Conditions
- Supplementary General Conditions
- Addenda
- Construction Details
- Drawings
- Encroachment Permit **[If applicable]**

- 6.2 There are no Contract Documents other than those listed in this Document, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in General Conditions.

## **Article 7. Miscellaneous**

- 7.1 Terms and abbreviations used in this Agreement are defined in General Conditions and Section (References and Definitions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code),

arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in General Conditions, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

**COUNTY OF STANISLAUS**

**CONTRACTOR:**

By: \_\_\_\_\_  
Julie Mefferd  
General Services Director/Purchasing Agent

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

\_\_\_\_\_  
Title (If Corporation: Chairman, President  
or Vice President)

APPROVED AS TO CONTENT  
Department of Public Works

By: \_\_\_\_\_  
Matthew Machado, Director of Public Works

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

\_\_\_\_\_  
Title (If Corporation: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer)

APPROVED AS TO FORM AND LEGALITY  
Michael H. Drausnick, County Counsel

By: \_\_\_\_\_  
Thomas E. Boze, Deputy County Counsel

COUNTY RESOLUTION NO. \_\_\_\_\_

END OF DOCUMENT