



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814

www.CityofSacramento.org

Meeting Date: 3/6/2012

Report Type: Consent

Title: 2011 Street Overlay Project (R15112021)

Report ID: 2012-00212

Location: Various streets, Districts 2,4,5,6, and 7

Recommendation: Pass a Motion: 1) approving Plans and Specifications for the 2011 Street Overlay Project; 2) appropriating \$147,100 (Fund 3704) in State funds to the 2011 Street Overlays and Seals Program (R15112000) to support the 2011 Street Overlay Project; 3) appropriating \$2,699,065 (Fund 3703) in Federal funds to the FY2011 Street Overlays and Seals Program (R15112000) to support the 2011 Street Overlay Project; 4) appropriation of \$92,000 (Fund 2009) from Traffic Congestion Relief fund balance to the 2011 Street Overlays and Seals Program (R15112000) to support the 2011 Street Overlay Project; 5) appropriation of \$300,000 (Fund 2002) from Gas Tax fund balance to the 2011 Street Overlays and Seals Program (R15112000) to support the 2011 Street Overlay Project; and 6) awarding the contract for an amount not to exceed \$2,858,992 to Teichert Construction Company for the 2011 Street Overlay Project and for electrical services on the Traffic Signal Safety Upgrade Program (S15074100), the Riverside Boulevard and Park Riviera Way Traffic Signal Installation Project (S15114300), and the FY 2009 JAG Recovery Program (G11006520).

Contact: Greg Smith, Associate Engineer, (916) 808-8364; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Transportation

Presenter: None

Department: Transportation Department

Division: Civil & Electrical Design

Dept ID: 15001131

Attachments:

- 1- Description/Analysis
 - 2 - Background Information
 - 3 - Exhibit A - Location Map
 - 4 - Contract with Teichert and Sons
-

City Attorney Review

Approved as to Form
Jerry Hicks
2/23/2012 8:24:13 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
2/21/2012 10:40:30 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 2/21/2012 12:37:22 PM



Description/Analysis

Issue: The 2011 Street Overlay Project is part of an annual preventative maintenance program that extends the life of City streets and reduces the need for costly road reconstruction projects.

Bids for the project were received. Teichert Construction Company is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with construction.

Policy Considerations: This project is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure.

Environmental Considerations:

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA): The Community Development Department, Environmental Planning Services Division has determined this project is exempt from the provisions of the California Environmental Quality Act (CEQA) under Class 1, Section 15301(c).

Projects exempted under Class 1, Section 15301(c) consist of the operation, repair or minor alteration to existing highways and streets, sidewalks, bicycle and pedestrian trails, and similar facilities.

The project has Federal funding and is subject to the National Environmental Policy Act (NEPA). On April 22, 2011, the State issued a Categorical Exclusion for the project pursuant to the requirements of NEPA. On June 6, 2011, the State issued a revalidation to reflect changes made to the project limits.

Sustainability Considerations: The project is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure. Further, it is expected to recycle approximately 25,000 tires through the resurfacing materials to be used.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Teichert Construction Company is the lowest responsive and responsible bidder for the construction contract. Current funds, and appropriation of funds in this report are sufficient to award the construction contract.

Financial Considerations: The 2011 Street Overlays and Seals Program (R15112000) has a current budget of \$3,067,676 consisting of State and local transportation funds.

The Teichert Construction Company contract will resurface streets and provide electrical services in the amount of \$2,858,992 per the following project distribution:

2011 Street Overlays and Seals Program (R15112000)	\$ 2,738,303
Traffic Signal Safety Upgrade Program (S15074100)	\$ 35,911
Riverside Blvd. and Park Riviera Way Traffic Signal (S15114300)	\$ 41,010
FY 2009 JAG Recovery Program (G11006520)	<u>\$ 43,768</u>
	\$ 2,858,992

As of February 10, 2012 the 2011 Street Overlays and Seals Program (R15112000) has an unobligated balance is \$196,702. Approval of the appropriation of State funds (\$147,100 - Fund 3704), Federal funds (\$2,699,065 - Fund 3703), Traffic Congestion Relief funds (\$92,000 - Fund 2009) and Gas Tax funds (\$300,000- Fund 2002) will increase the total unobligated balance to \$3,434,867. This amount is sufficient to execute the contract with Teichert Construction Company in the amount of \$2,738,303, cover the construction management costs for the 2011 Street Overlay Project and cover the remaining construction management costs for the 2011 Street Seals Project.

The State funding has already been accepted through an agreement with the State Department of Resources, Recycling and Recovery for the Targeted Rubberized Asphalt Concrete Incentive Grant Program.

As of February 10, 2012, the Traffic Congestion Relief fund has a balance of \$92,000 in unobligated funds, which is sufficient to complete the appropriation in the amount of \$92,000. The \$92,000 in Traffic Congestion Relief funds is not new revenue, but rather the interest earnings on Traffic Congestion Relief funds received from the State of California in 2009 and 2011.

As of February 10, 2012, the Gas Tax fund has a balance of \$11,400,000 in unobligated funds, which is sufficient to complete the appropriation in the amount of \$300,000.

The Traffic Signal Safety Upgrade Program (S15074100) has a total budget of \$1,318,657 consisting of local transportation funds. As of February 10, 2012, the Traffic Signal Safety Upgrade Program (S15074100) has an unobligated balance of \$622,847, which is sufficient to execute the contract with Teichert Construction Company in the amount of \$35,911 for electrical services.

The Riverside Boulevard and Park Riviera Way Traffic Signal Installation Project (S15114300) has a total budget of \$375,000 consisting of local transportation funds. As of February 10, 2012, the Riverside Boulevard and Park Riviera Way Traffic Signal Installation Project (S15114300) has an unobligated balance of \$263,478, which is

sufficient to execute the contract with Teichert Construction Company in the amount of \$41,010 for electrical services.

The FY 2009 JAG Recovery Program (G11006520) has a total budget of \$2,527,660 consisting of other capital grant. As of February 10, 2012, the FY 2009 JAG Recovery Program (G11006520) has an unobligated balance of \$77,947, which is sufficient to execute the contract with Teichert Construction Company in the amount of \$43,768 for electrical services.

There are no general funds planned or allocated for this project.

The approval of this project will support 81 jobs in the City of Sacramento based upon the model provided by the Federal Highway Administration (FHWA) of one new job for every \$35,000 of transportation project investment.

Emerging and Small Business Enterprise (E/SBE): The 2011 Street Overlay Project has Federal funding and requires conformance with project participation guidelines for Disadvantaged Business Enterprise (DBE) / Underutilized Disadvantaged Business Enterprises (UDBE) program requirements, therefore, the ESBD requirements are held in abeyance. The UDBE goal is 9.96%. If the Contractor does not meet the UDBE goal, Good Faith Effort toward meeting the required goal must be demonstrated. Teichert Construction Company attained 10.07% UDBE participation and met the UDBE project goal.

Attachment 1

Background Information:

The 2011 Street Overlay Project is part of an annual preventative maintenance program that extends the life of City streets and reduces the need for costly road reconstruction projects. The project was scheduled to be constructed last year but was delayed due to new Federal requirements related to utility notifications.

The project is funded in part by a grant obtained through the California Department of Resources, Recycling and Recovery (CalRecycle). The grant purpose is to promote markets for recycled-content surfacing products derived from waste tires generated in California and decrease the adverse environmental impacts created by unlawful disposal and stockpiling of waste tires. The project is expected to recycle approximately 25,000 tires.

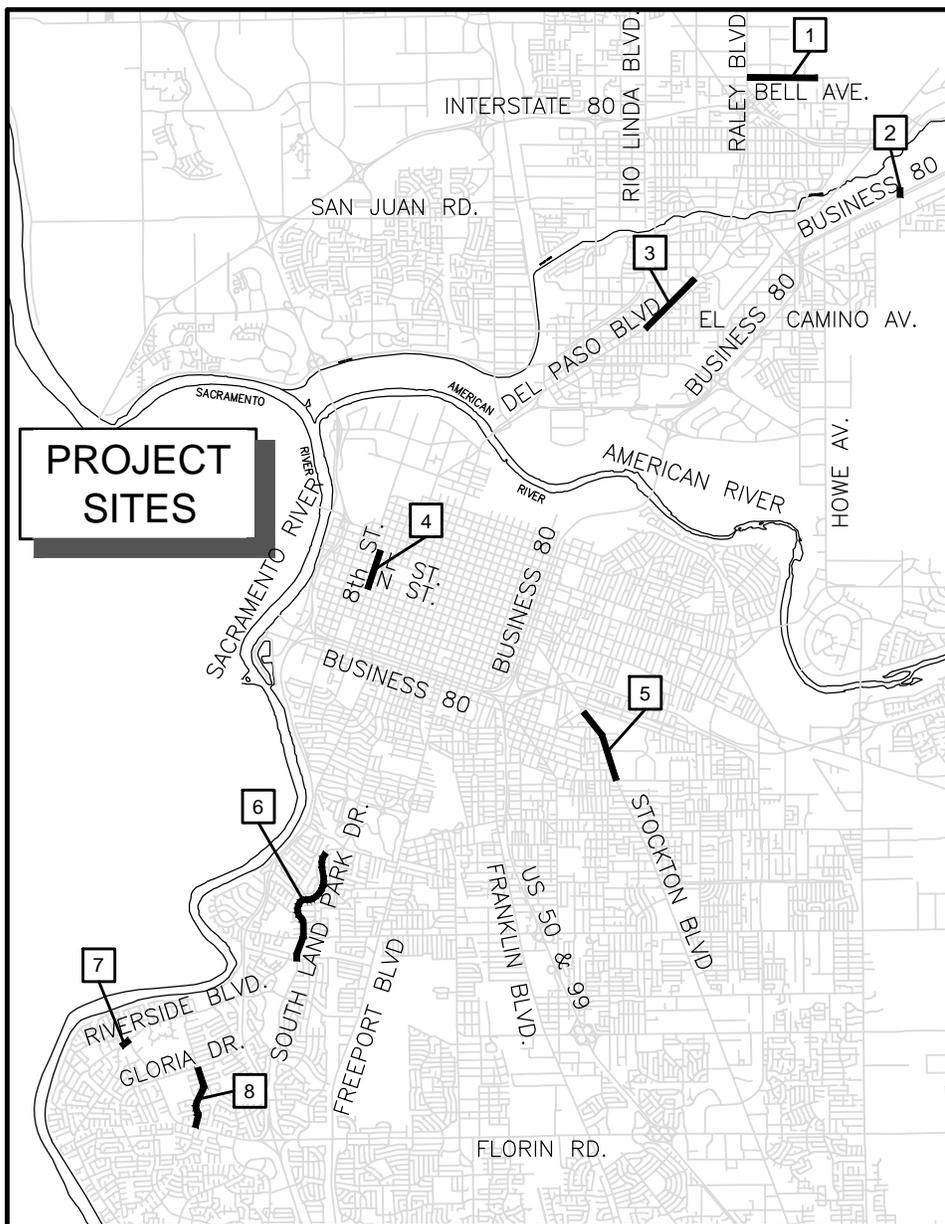
This project was advertised and five bids were received on February 8, 2012. The bids are summarized below:

Contractor	Bid Amount	UDBE Participation (Goal 9.96%)	Responsive
Teichert Construction Company	\$2,858,992	10.07%	Yes
Martin General Engineering	\$3,130,043	9.99%	Yes
George Reed	\$3,182,461	10.15%	Yes
Martin Brothers Construction	\$3,235,405	0%	No
Granite Construction	\$3,463,029	0%	No

The engineer's construction estimate was \$2,700,000. It is recommended that the construction contract be awarded to Teichert Construction Company as the lowest responsive and responsible bidder.

Construction is anticipated to be completed in May 2012.

Location map for:
2011 Street Overlay Project
 (PN: R15112021)



MAP KEY:

- 1 BELL AVE.:
(RALEY BLVD. TO PARKER AVE.)
- 2 FULTON AVE.:
(AUBURN BLVD. TO NORTH END ON BUSINESS 80)
- 3 DEL PASO BLVD.:
(EL CAMINO BLVD. TO MARYSVILLE BL.)
- 4 8th STREET:
(P ST. TO K ST.)
- 5 STOCKTON BLVD.:
(BROADWAY TO 39th ST.)
- 6 SOUTH LAND PARK DR.:
(MOSS DR. TO 35th AVE.)
- 7 RIVERSIDE BLVD.:
(PARK RIVIERA WY. TO FLORIN RD.)
- 8 HAVENSIDE DR.:
(FLORIN RD. TO GLORIA DR.)



Date: FEBRUARY 2012



**SPECIAL PROVISIONS
NOTICE TO CONTRACTORS
PROPOSAL AND CONTRACT
FOR
2011 STREET OVERLAY PROJECT
IN
CITY OF SACRAMENTO
FEDERAL AID PROJECT NO: STPL-5002 (153)
CITY PROJECT NO: R15112021
Non-Refundable Fee
\$45.00**

For use with City of Sacramento Standard Specifications for Public Construction Dated June, 2007, Davis Bacon Wage Rates Dated December 23, 2011 or State of California Prevailing Wage Rates (Higher Rate Prevails) and Labor Surcharge and Equipment Rental Rates.

For Pre-Bid Information Call:
Greg Smith, Project Manager
TEL: (916) 808-8364
FAX: (916) 808-7904
gsmith@cityofsacramento.org

Bids to be received before
2:00 P.M., Wednesday, February 1, 2012
1st Floor, Historic City Hall
915 I Street, Sacramento, CA 95814

Pre-Bid Meeting:
January 19, 2012 at 9:00 A.M.
New City Hall
915 I Street, Room 2000
Conference Room 2105
Sacramento, CA 95814

Engineer's Construction Estimate: **\$2,300,000** Construction Time: 40 Working Days

Department of Consumer Affairs
Contractors State License Board

Contractor's License Detail - License # 8

⚠️ DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#), only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	8	Extract Date 2/15/2012
	A TEICHERT & SON INC dba TEICHERT CONSTRUCTION	
Business Information	P O BOX 15002 SACRAMENTO, CA 95851	
	Business Phone Number:(916) 484-3011	
Entity	Corporation	
Issue Date	09/24/1929	
Reissue Date	04/03/1989	
Expire Date	04/30/2013	
License Status	ACTIVE This license is current and active. All information below should be reviewed.	
Classifications	CLASS	DESCRIPTION
	A	GENERAL ENGINEERING CONTRACTOR
	B	GENERAL BUILDING CONTRACTOR
	C16	FIRE PROTECTION CONTRACTOR
	C27	LANDSCAPING
Certifications	CERT	DESCRIPTION
	HAZ	HAZARDOUS SUBSTANCES REMOVAL
	ASB	ASBESTOS - Check DOSH Registration
Bonding	CONTRACTOR'S BOND This license filed Contractor's Bond number 6250091 in the amount of \$12,500 with the bonding company SAFECO INSURANCE COMPANY OF AMERICA.	
	Effective Date: 01/01/2007 Contractor's Bonding History	

BOND OF QUALIFYING INDIVIDUAL

- 1. This license filed Bond of Qualifying Individual number **6250090** for RIGGS JUDSON TEICHERT in the amount of **\$12,500** with the bonding company SAFECO INSURANCE COMPANY OF AMERICA.

Effective Date: 01/01/2007

BQI's Bonding History

- 2. This license filed Bond of Qualifying Individual number **6436055** for HAMILTON CLYDE ALBERT in the amount of **\$12,500** with the bonding company SAFECO INSURANCE COMPANY OF AMERICA.

Effective Date: 02/05/2007

BQI's Bonding History

This license has workers compensation insurance with the DEPARTMENT OF INDUSTRIAL RELATIONS

Policy Number: 1867B

Workers' Compensation

Effective Date: 04/03/1989

Expire Date: None

Workers' Compensation History

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List	Other Licenses
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Welcome to the California
DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Standards Enforcement (DLSE)

DLSE debarments

The following contractors are currently barred from bidding on, or accepting or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

Note: As part of your due diligence, we suggest that you also check:

[Debarments made by the Division of Apprenticeship Standards \(DAS\)](#)
[Contractor status at the Contractors State License Board \(CSLB\)](#)
[The Federal debarment list at the Excluded Parties List System](#)

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagama
Special Assistant to the Labor Commissioner
455 Golden Gate Ave., 9th Flr.
San Francisco, CA 94102
415-703-4810
SNakagama@dir.ca.gov

Revised: 9/21/11

Name of contractor	Period of debarment
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) Decision	3/31/11 through 3/30/13
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) Decision	3/31/11 through 3/30/13
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699374 Exp. 11/30/12 (active) Decision Addendum	3/1/11 through 2/28/14
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)	7/1/10 through 6/30/13
David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993	7/1/10 through 6/30/13
Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901 Decision	7/1/10 through 6/30/13
Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)	4/19/10 through 4/18/13
Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 Decision	4/19/10 through 4/18/13
Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595 David Walter Cholewinski, an individual 22031 Waite Street Wildomar, CA 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10 Decision	3/18/10 through 3/17/13
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino	10/15/09 through 10/14/12

<p>Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) Decision 2</p>	
<p>Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) Decision 2</p>	<p>8/5/09 through 8/4/12</p>
<p>All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGilncy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision 2</p>	<p>5/14/09 through 5/13/12</p>
<p>1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked Decision 2</p>	<p>3/16/09 through 3/15/12</p>

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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 Sections 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

LIST OF SUBCONTRACTORS

<u>Name and Address</u>	<u>Description of Portion of Work Subcontracted</u>	<u>Dollar Value Of Work Provided</u>
CHRESP COMPANY 1805 EAST BEAMER ROAD WOODLAND, CA 95776	STRIPPING, MARKING SIGNAL WORK ITEM 18-29	\$ 131,809 ⁰⁰
PACIFIC EXCAVATION INC. 91796 KENT ELK GROVE, CA 95624	ITEMS 31-47 SIGNALIZATION WORK	\$ 488,675 ⁰⁰
TELFER OIL COMPANY P.O. Box 709 MARTINEZ, CA 94555	ITEM 10 EMULSION (BONDED WEARING COURSE)	\$ 63,050 ⁰⁰



DEPARTMENT OF
TRANSPORTATION

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

9151 STREET, ROOM 2000
SACRAMENTO, CA
95814-2700

PH. (916) 808-8300
FAX (916) 808-8281

**2011 Street Overlay Project
(PN: R15112021)
Addendum No. 1**

January 24, 2012

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the bid proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Greg Smith at (916) 808-8364.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

- Item #5 The project is funded in part by a grant obtained through the California Department of Resources Recycling and Recovery (CalRecycle). More information regarding this grant can be found in Section 9.33 (page 44) and Section 12 of the Specifications. The grant expires on April 2, 2012, however, the City expects to receive a one month extension from CalRecycle which will bring the expiration date to May 2, 2012. The City expects to receive partial cost reimbursement from CalRecycle for all RAC material placed in the bonded wearing course or the RAC overlay before the grant expires. The City shall strictly enforce the 40 working days allowed in the project to obtain full grant payment. Contract award for this project is expected to occur of February 28, 2012. The Notice to Proceed shall be issued the same week of contract award. The first chargeable working day shall begin the day after the Notice to Proceed is issued. The Contractor shall not be charged working days if all the resurfacing preparation work for the project (i.e. lowering maintenance holes, lowering water valves, electrical work, etc.) has been completed and specification temperature conditions do not allow the placement of resurfacing materials.
- Item #6 The asphaltic emulsion membrane for the bonded wearing course shall be applied when the atmospheric and pavement temperatures are above 55° F and not 50° F as indicated in the Specifications (page 82).
- Item #7 The estimated quantity for Bid Item No. 13 "AT&T and SMUD Maintenance Hole to Lower" shall be reduced from 40 to 10. A revised bid proposal, dated January 24, 2012, has been included as part of this addendum. All bid item quantities have been updated to reflect the changes made in this addendum.
- Item #8 The estimated quantity for Bid Item No. 14 "AT&T and SMUD Maintenance Hole to Raise" shall be reduced from 45 to 15. A revised bid proposal, dated January 24, 2012, has been included as part of this addendum. All bid item quantities have been updated to reflect the changes made in this addendum.
- Item #9 The Davis Bacon Wages have been updated with the attached, dated January 20, 2012.
- Item #10 The Sign-In Sheet from the pre-bid meeting is attached.
- Item #11 The bid opening date of February 1, 2012 has not been changed.

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
14	AT&T AND SMUD MAINTENANCE HOLE TO RAISE	15	EA	\$	\$
15	MAINTENANCE HOLE CASTING TO SUPPLY AND INSTALL	21	EA	\$	\$
16	WATER VALVE BOX TO LOWER	144	EA	\$	\$
17	WATER VALVE BOX TO RAISE	197	EA	\$	\$
18	TRAFFIC STRIPE (4" & 6") TO REMOVE	46,369	LF	\$	\$
19	TRAFFIC STRIPE (8") TO REMOVE	2,527	LF	\$	\$
20	TRAFFIC STRIPE (12") TO REMOVE	9,836	LF	\$	\$
21	PAVEMENT MARKINGS TO REMOVE	3,786	SF	\$	\$
22	RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE	2,898	EA	\$	\$
23	THERMOPLASTIC STRIPE (4") TO PLACE	44,466	LF	\$	\$
24	THERMOPLASTIC STRIPE (6") TO PLACE	1,903	LF	\$	\$
25	THERMOPLASTIC STRIPE (8") TO PLACE	2,527	LF	\$	\$
26	THERMOPLASTIC STRIPE (12") TO PLACE	9,836	LF	\$	\$
27	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	3,786	SF	\$	\$
28	SIGNS TO PLACE (POST REQUIRED)	5	EA	\$	\$
29	SIGNS TO PLACE (POST NOT REQUIRED)	27	EA	\$	\$
30	CHANGEABLE MESSAGE SIGN TO INSTALL	18	EA	\$	\$

It is understood that this Bid Proposal is based upon completion of the Work within a period of **FORTY (40) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor.

In determining the amount bid by each bidder, the City may disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

The City Council may reject any and all bids and waive any informalities or minor irregularities in the bids.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

Enclosed is a Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. #	_____	DATE	_____
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

General Decision Number: CA120009 01/20/2012 CA9

Superseded General Decision Number: CA20100009

State: California

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

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only);
 DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work);
 HEAVY CONSTRUCTION PROJECTS (does not include water well drilling);
 AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/20/2012

ASBE0016-001 08/01/2011

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.....	\$ 53.05	17.25
Area 2.....	\$ 41.40	17.25

ASBE0016-007 01/01/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal,		

Area 2.....	\$ 21.26	12.44
Area 3.....	\$ 21.44	12.31
Area 4.....	\$ 20.93	11.79
Tile Layer		
Area 1.....	\$ 36.08	11.95
Area 2.....	\$ 34.41	13.68
Area 3.....	\$ 38.61	13.73
Area 4.....	\$ 35.45	13.68

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba

AREA 2: Alpine, Amador

AREA 3: Marin, Napa, Solano, Siskiyou

AREA 4: Sonoma

BRCA0003-014 06/01/2011

	Rates	Fringes
MARBLE MASON.....	\$ 39.22	18.68

CARP0034-001 07/01/2011

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 36.75	28.04
Diver standby.....	\$ 41.43	28.04
Diver Tender.....	\$ 40.43	28.04
Diver wet.....	\$ 82.86	28.04
Manifold Operator (mixed gas).....	\$ 45.43	28.04
Manifold Operator (Standby).....	\$ 40.43	28.04

DEPTH PAY (Surface Diving):
 050 to 100 ft \$2.00 per foot
 101 to 150 ft \$3.00 per foot
 151 to 220 ft \$4.00 per foot

SATURATION DIVING:

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

DIVING IN ENCLOSURES:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift

Modular Furniture Installer

Area 1		
Installer I.....	\$ 22.11	14.98
Installer II.....	\$ 18.68	14.98
Lead Installer.....	\$ 25.56	15.48
Master Installer.....	\$ 29.78	15.48
Area 2		
Installer I.....	\$ 19.46	14.98
Installer II.....	\$ 16.51	14.98
Lead Installer.....	\$ 22.43	15.48
Master Installer.....	\$ 26.06	15.48
Area 3		
Installer I.....	\$ 18.51	14.98
Installer II.....	\$ 15.74	14.98
Lead Installer.....	\$ 21.31	15.48
Master Installer.....	\$ 24.73	15.48

 CARP0046-001 07/01/2011

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.77	24.84
Journeyman Carpenter.....	\$ 31.62	24.84
Millwright.....	\$ 34.12	26.43

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

 CARP0046-002 07/01/2011

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 30.42	24.84
Journeyman Carpenter.....	\$ 30.27	24.84
Millwright.....	\$ 32.77	26.43

 CARP0152-003 07/01/2011

Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 30.42	24.84
Journeyman Carpenter.....	\$ 30.27	24.84
Millwright.....	\$ 32.77	26.43

ELEC0006-002 12/01/2010

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 29.87	3%+12.95
Technician.....	\$ 34.01	3%+12.95

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [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], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes 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); excludes energy management systems.

ELEC0180-001 06/01/2011

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 48.16	3%+19.88
ELECTRICIAN.....	\$ 42.81	3%+19.88

ELEC0340-002 12/01/2010

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 24.13	3%+10.65
Sound & Communications		
Technician.....	\$ 27.75	3%+10.65

EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA
 (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,
 SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,
 TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 38.93	16.57
Sierra Army Depot, Herlong..	\$ 48.66	3%+13.25
Tunnel work.....	\$ 40.88	3%+13.25

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

 ELEC0401-005 12/01/2009

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 35.40	13.02+3%

 ELEC0551-004 06/01/2011

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.00	14.38

 ELEC0659-006 01/01/2012

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.02	14.45

 ELEC0659-008 02/01/2010

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 47.34	13.74
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 42.27	13.54
(3) Tree Trimmer.....	\$ 29.70	9.94
(4) Line Equipment Man.....	\$ 36.35	10.85
(5) Powdermen, Jackhammermen.....	\$ 31.90	10.00
(6) Groundman.....	\$ 29.59	10.24

Operator; Deck		
Engineer; Deck mate;		
Dredge Tender; Winch		
Operator.....\$ 34.86		22.58
(4) Bargeman; Deckhand;		
Fireman; Leveehand; Oiler..\$ 31.56		22.58

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

GROUP 4.....	\$ 33.38	27.52
GROUP 5.....	\$ 32.11	27.52
GROUP 6.....	\$ 30.79	27.52
GROUP 7.....	\$ 29.65	27.52
GROUP 8.....	\$ 28.51	27.52
GROUP 8-A.....	\$ 28.30	27.52
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 38.65	27.52
Oiler.....	\$ 29.39	27.52
Truck crane oiler.....	\$ 31.68	27.52
GROUP 2		
Cranes.....	\$ 36.89	27.52
Oiler.....	\$ 29.18	27.52
Truck crane oiler.....	\$ 31.42	27.52
GROUP 3		
Cranes.....	\$ 35.14	27.52
Hydraulic.....	\$ 30.79	27.52
Oiler.....	\$ 28.90	27.52
Truck Crane Oiler.....	\$ 31.18	27.52
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 38.99	27.52
Oiler.....	\$ 29.73	27.52
Truck crane oiler.....	\$ 32.01	27.52
GROUP 2		
Lifting devices.....	\$ 37.17	27.52
Oiler.....	\$ 29.46	27.52
Truck Crane Oiler.....	\$ 31.76	27.52
GROUP 3		
Lifting devices.....	\$ 35.49	27.52
Oiler.....	\$ 29.24	27.52
Truck Crane Oiler.....	\$ 31.47	27.52
GROUP 4.....	\$ 33.72	27.52
GROUP 5.....	\$ 31.08	27.52
GROUP 6.....	\$ 28.85	27.52
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 39.62	27.52
Oiler.....	\$ 30.07	27.52
Truck Crane Oiler.....	\$ 32.30	27.52
GROUP 2		
Cranes.....	\$ 37.85	27.52
Oiler.....	\$ 29.80	27.52
Truck Crane Oiler.....	\$ 32.08	27.52
GROUP 3		
Cranes.....	\$ 36.37	27.52
Hydraulic.....	\$ 31.42	27.52
Oiler.....	\$ 29.58	27.52
Truck Crane Oiler.....	\$ 31.81	27.52
GROUP 4.....	\$ 34.35	27.52
GROUP 5.....	\$ 33.05	27.52
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		

Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

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

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

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

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

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 06/27/2011

SEE AREA DESCRIPTIONS BELOW

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:

LABO0067-002 04/01/2010

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

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

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 18.68	5.88
LABORER (Lead Removal)		
Area A.....	\$ 36.25	5.94
Area B.....	\$ 35.25	5.94

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

LABO0067-003 07/01/2009

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

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

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

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 26.14	15.82
GROUP 2.....	\$ 25.99	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 26.89	15.82
(2) Establishment Warranty Period.....	\$ 20.58	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 25.89	15.82
(2) Establishment Warranty Period.....	\$ 19.58	15.82

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 bucket; 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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

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

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

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

 GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

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

LABO0291-001 07/01/2009

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 28.28	14.93

PAIN0016-004 06/01/2011

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 32.71	19.16

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

PAIN0016-005 07/01/2011

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.24	18.07

PAIN0016-007 01/01/2011

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

PAIN0567-007 07/01/2011

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 25.69	10.65

PAIN0567-010 07/01/2010

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 26.54	9.74
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 28.04	9.79

PAIN0767-004 07/01/2011

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 32.24	20.79

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 07/01/2011

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 31.35	11.65
GROUP 2.....	\$ 26.65	11.65
GROUP 3.....	\$ 26.96	11.65

buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET

RECOVERY RATE.....	\$ 49.09	37.36
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 57.75	39.74

 PLUM0038-006 07/01/2011

MARIN & SONOMA COUNTIES

	Rates	Fringes
LandScape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 49.09	28.85

 * PLUM0228-001 01/01/2012

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 36.20	22.92

 * PLUM0343-001 01/01/2012

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.60	17.85
All Other Work.....	\$ 45.80	24.65

DEFINITION OF LIGHT COMMERCIAL:
 Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

	Rates	Fringes
Roofer.....	\$ 31.88	10.90

SFCOA0483-003 08/01/2011		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 50.59	23.70

SFCOA0669-003 04/01/2011		

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.65	17.75

SHEE0104-006 07/01/2009		

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 43.32	26.40
All other work.....	\$ 47.73	26.67

SHEE0104-014 07/01/2009		

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

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

SHEE0162-006 07/01/2011		

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,
YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 37.51	24.78

SHEE0162-007 07/01/2011		

ALPINE COUNTY

	Rates	Fringes
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serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

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

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

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.

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END OF GENERAL DECISION



DEPARTMENT OF
TRANSPORTATION

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET, ROOM 2000
SACRAMENTO, CA
95814-2700

PH. (916) 808-8300
FAX (916) 808-8281

**2011 Street Overlay Project
(PN: R15112021)
Addendum No. 2**

January 27, 2012

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the bid proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Greg Smith at (916) 808-8364.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

Item #7 The Davis-Bacon Wages have been updated as of 1/27/12. They are attached.

Item #8 The bid opening date of February 1, 2012 has not been changed.

CITY OF SACRAMENTO
 Department of Transportation
 Engineering Services Division
 TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

Bid Proposal
 Page 1 of 5
 January 27, 2012

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

2011 STREET OVERLAY PROJECT (PN: R15112021)

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	PAVEMENT KEYCUTTING (8' WIDE)	23,827	LF	\$	\$
2	PLANED PAVEMENT CONFORMS	3,094	SY	\$	\$
3	PAVEMENT PLANING (1.0")	49,665	SY	\$	\$
4	PAVEMENT PLANING (2.0")	16,013	SY	\$	\$
5	PAVEMENT PLANING (2.25")	6,885	SY	\$	\$
6	BASE REPAIR	300	TN	\$	\$
7	RUBBERIZED ASPHALT CONCRETE OVERLAY TO PLACE	1,113	TN	\$	\$
8	ASPHALT CONCRETE OVERLAY TO PLACE	3,121	TN	\$	\$
9	RHMA-G (BONDED WEARING COURSE)	5,838	TN	\$	\$
10	EMULSION (BONDED WEARING COURSE)	109	TN	\$	\$
11	MAINTENANCE HOLE TO LOWER	125	EA	\$	\$
12	MAINTENANCE HOLE TO RAISE	161	EA	\$	\$
13	AT&T AND SMUD MAINTENANCE HOLE TO LOWER	10	EA	\$	\$

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
31	6' X 6' DETECTOR LOOP TO INSTALL	59	EA	\$	\$
32	DETECTOR HANDHOLE TO INSTALL	26	EA	\$	\$
33	1-1/2" CONDUIT TO INSTALL	855	LF	\$	\$
34	2" CONDUIT TO INSTALL	4,070	LF	\$	\$
35	3" CONDUIT TO INSTALL	1,730	LF	\$	\$
36	2-2" CONDUIT TO INSTALL	2,190	LF	\$	\$
37	DETECTOR LEAD-IN CABLE TO INSTALL	16,410	LF	\$	\$
38	DETECTOR LEAD-IN CABLE TO REMOVE	11	EA	\$	\$
39	PULL BOX NO. 5 TO INSTALL	29	EA	\$	\$
40	PULL BOX NO. 6 TO INSTALL	31	EA	\$	\$
41	PULL BOX N48E TO INSTALL	6	EA	\$	\$
42	INSTALL NO. 10 THW CONDUCTOR	6,960	LF	\$	\$
43	IN-PAVEMENT LED ROADWAY MARKER	1	LS	\$	\$
44	VIDEO DETECTION CAMERA SYSTEM TO INSTALL	16	EA	\$	\$
45	NETWORK SWITCH SYSTEM TO INSTALL	10	EA	\$	\$
46	INTEGRATION OF DETECTOR LOOP AND VIDEO DETECTION	10	EA	\$	\$
47	INSTALL TRAFFIC SIGNAL CABINET AND CONTROLLER	1	EA	\$	\$

(F) – denotes final pay quantity

CONTRACTOR NAME: _____ TOTAL \$ _____

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

(\$ _____) not less than ten percent (10%) of amount Bid Proposal

- _____ CERTIFIED CHECK
- _____ CASHIER'S CHECK
- _____ BID BOND
- _____ MONEY ORDER
- _____ OTHER SECURITY

CONTRACTOR:

By _____
(Signature)

(Print or Type)

Title _____

Address _____

Telephone No. _____

Fax No. _____

Email Address _____

Date _____

FOR CITY USE ONLY

Bid Bond Security	
<input type="checkbox"/> Properly Signed	<input type="checkbox"/> Improperly Signed
<input type="checkbox"/> Not Included	<input type="checkbox"/> Not Required
Type of Deposit	
<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Cashier/Certified Check
<input type="checkbox"/> Other _____	Initial: _____

Contractor's License No. _____ Type _____

Expiration Date _____

Tax I.D. Nos. - Fed. _____ State _____

City of Sacramento Business Operation Tax Certificate No. _____
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE _____ Cert # _____

SBE _____ Cert # _____

UDBE _____ Cert # _____

M/WBE _____ Cert # _____

within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

 CARP0034-003 07/01/2011

	Rates	Fringes
Piledriver.....	\$ 36.75	28.04

 CARP0035-001 08/01/2011

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO

AREA 4: ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 37.50	25.28
Area 3.....	\$ 32.12	25.28
Area 4.....	\$ 30.77	25.28
Drywall Stocker/Scrapper		
Area 1.....	\$ 18.75	14.44
Area 3.....	\$ 16.06	14.44
Area 4.....	\$ 15.39	14.44

 CARP0035-009 07/01/2011

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 37.65	24.84
Journeyman Carpenter.....	\$ 37.50	24.84
Millwright.....	\$ 37.60	26.43

 CARP0035-010 07/01/2010

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Alpine, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

CARP0152-003 07/01/2011

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 30.42	24.84
Journeyman Carpenter.....	\$ 30.27	24.84
Millwright.....	\$ 32.77	26.43

CARP0180-001 07/01/2011

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	24.84
Journeyman Carpenter.....	\$ 37.50	24.84
Millwright.....	\$ 37.60	26.43

CARP0751-001 07/01/2011

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	24.84
Journeyman Carpenter.....	\$ 37.50	24.84
Millwright.....	\$ 37.60	26.43

CARP1599-001 07/01/2011

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
and Trinity Counties

	Rates	Fringes
Carpenters		

Technician.....\$ 27.75

3%+10.65

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.

ELEC0340-003 06/01/2011

 ELEC1245-004 06/01/2011

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 47.87		13.87
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 38.23		12.80
(3) Groundman.....\$ 29.25		12.53
(4) Powderman.....\$ 42.75		12.97

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 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 56.14		21.785

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly
 rate as vacation pay credit for employees with more than 5
 years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
 Labor Day, Veterans Day, Thanksgiving Day, Friday after
 Thanksgiving, and Christmas Day.

 * ENGI0003-008 07/01/2011

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....\$ 38.94		24.43
(2) Dredge Dozer; Heavy duty repairman.....\$ 33.98		24.43
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 32.86		24.43
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 29.56		24.43
AREA 2:		
(1) Leverman.....\$ 40.94		24.43
(2) Dredge Dozer; Heavy duty repairman.....\$ 35.98		24.43

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 06/27/2011

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 37.77	27.52
GROUP 2.....	\$ 36.24	27.52

SHAFTS, STOPES, RAISES:

GROUP 1.....	\$ 33.87	27.52
GROUP 1-A.....	\$ 36.34	27.52
GROUP 2.....	\$ 32.61	27.52
GROUP 3.....	\$ 31.28	27.52
GROUP 4.....	\$ 30.14	27.52
GROUP 5.....	\$ 29.00	27.52

UNDERGROUND:

GROUP 1.....	\$ 33.77	27.52
GROUP 1-A.....	\$ 36.34	27.52
GROUP 2.....	\$ 32.51	27.52
GROUP 3.....	\$ 31.18	27.52
GROUP 4.....	\$ 30.04	27.52
GROUP 5.....	\$ 28.90	27.52

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; Grader, 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

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

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

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 28.64	19.96
AREA 2.....	\$ 30.64	19.96
GROUP 2		
AREA 1.....	\$ 25.04	19.96
AREA 2.....	\$ 27.04	19.96
GROUP 3		
AREA 1.....	\$ 20.43	19.96
AREA 2.....	\$ 22.43	19.96

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

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 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

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 06/28/2010

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

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

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 27.84	15.82
GROUP 1.....	\$ 27.14	15.82
GROUP 1-a.....	\$ 27.36	15.82
GROUP 1-c.....	\$ 27.19	15.82
GROUP 1-e.....	\$ 27.69	15.82
GROUP 1-f.....	\$ 27.72	15.82
GROUP 1-g (Contra Costa		
County).....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82
See groups 1-b and 1-d under laborer classifications.		
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 26.84	15.82
GROUP 1.....	\$ 26.14	15.82
GROUP 1-a.....	\$ 26.36	15.82
GROUP 1-c.....	\$ 26.19	15.82
GROUP 1-e.....	\$ 26.69	15.82
GROUP 1-f.....	\$ 26.72	15.82
GROUP 2.....	\$ 25.99	15.82
GROUP 3.....	\$ 25.89	15.82
GROUP 4.....	\$ 19.58	15.82
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 28.10	15.82
GROUP 2.....	\$ 27.60	15.82
GROUP 3.....	\$ 27.60	15.82
GROUP 4.....	\$ 27.60	15.82
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 27.10	15.82
GROUP 2.....	\$ 26.60	15.82
GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82

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

materials)

LABO0067-010 07/01/2010

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 33.35	16.08
GROUP 2.....	\$ 33.12	16.08
GROUP 3.....	\$ 32.87	16.08
GROUP 4.....	\$ 32.42	16.08
GROUP 5.....	\$ 31.88	16.08
Shotcrete Specialist.....	\$ 33.87	16.08

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzle-men

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-001 07/01/2009

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

LABO0139-002 07/01/2009

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 27.28	14.93

LABO0185-002 07/01/2009

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

COUNTIES

	Rates	Fringes
Painters:.....	\$ 27.78	15.27

SPRAY/SANDELAST: \$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.

 PAIN0016-008 07/01/2011

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 44.87	17.11

 PAIN0169-004 07/01/2011

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line
 defined as follows: Hwy. 80 corridor beginning at the City of
 Fairfield, including Travis Air Force Base and Suisun City;
 going north of Manakas Corner Rd., continue north on Suisun
 Valley Rd. to the Napa County line; Hwy. 80 corridor south on
 Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 41.88	18.49

 * PAIN0567-001 01/01/2011

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN
 COUNTY (east of Highway 395, beginning at Stacey and including
 Honey Lake); NEVADA COUNTY (east of the Sierra Nevada
 Mountains); PLACER COUNTY (east of the Sierra Nevada
 Mountains); AND SIERRA COUNTY (east of the Sierra Nevada
 Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 23.68	9.06
Spray Painter & Paperhanger.	\$ 24.53	9.06

PREMIUMS:
 Special Coatings (Brush), and Sandblasting = \$0.50/hr
 Special Coatings (Spray), and Steeplejack = \$1.00/hr
 Special Coating Spray Steel = \$1.25/hr
 Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2
 or more products.

GROUP 3.....\$ 26.96 11.65

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

PAIN1237-001 07/01/2011

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.25	16.42

PLAS0300-003 07/01/2009

PLASTERER

	Rates	Fringes
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehama, Trinity, Yolo & Yuba Counties.....	\$ 32.82	15.10
AREA 355: Marin, Napa & Sonoma Counties.....	\$ 32.82	15.30

PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	28.65	18.56

PLUM0038-002 07/01/2011

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) (1) Work on wooden frame structures 5 stories or		

chairs or similar devices: \$.75 per hour additional.

 PLUM0350-001 01/01/2011

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.60	10.50

 PLUM0355-001 07/01/2011

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.20	7.65

 PLUM0442-003 01/01/2012

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 35.95	23.17

 PLUM0447-001 01/01/2012

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 40.02	20.70
Light Commercial Work.....	\$ 30.48	16.82

 ROOF0081-006 08/01/2010

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 34.06	9.54

 ROOF0081-007 08/01/2011

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

SHEET METAL WORKER.....\$ 33.71 22.79

 SHEE0162-008 07/01/2011

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
 PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
 YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 34.31	26.78

 SHEE0162-014 07/01/2011

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU
 AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 28.86	23.46
Mechanical Jobs over \$200,000.....	\$ 37.76	23.96

 TEAM0094-001 07/01/2009

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

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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



DEPARTMENT OF
TRANSPORTATION

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET, ROOM 2000
SACRAMENTO, CA
95814-2700

PH. (916) 808-8300
FAX (916) 808-8281

**2011 Street Overlay Project
(PN: R15112021)
Addendum No. 3**

January 31, 2012

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the bid proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Greg Smith at (916) 808-8364.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure



DEPARTMENT OF
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ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET, ROOM 2000
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95814-2700

PH. (916) 808-8300
FAX (916) 808-8281

**2011 Street Overlay Project
(PN: R15112021)
Addendum No. 4**

February 1, 2012

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the bid proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Greg Smith at (916) 808-8364.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

Item #6 The Contractor shall prioritize work so streets receiving large volumes of RAC material will be resurfaced first. The purpose of this item is to place as much RAC material as possible before the CalRecycle grant expires. The expiration date is still expected to be May 2, 2012.

Item #7 The construction contract estimate for this project has changed. The new construction contract estimate is \$2,700,000.

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
14	AT&T AND SMUD MAINTENANCE HOLE TO RAISE	15	EA	\$	\$
15	MAINTENANCE HOLE CASTING TO SUPPLY AND INSTALL	21	EA	\$	\$
16	WATER VALVE BOX TO LOWER	163	EA	\$	\$
17	WATER VALVE BOX TO RAISE	197	EA	\$	\$
18	TRAFFIC STRIPE (4" & 6") TO REMOVE	46,369	LF	\$	\$
19	TRAFFIC STRIPE (8") TO REMOVE	2,527	LF	\$	\$
20	TRAFFIC STRIPE (12") TO REMOVE	9,836	LF	\$	\$
21	PAVEMENT MARKINGS TO REMOVE	3,786	SF	\$	\$
22	RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE	2,898	EA	\$	\$
23	THERMOPLASTIC STRIPE (4") TO PLACE	44,466	LF	\$	\$
24	THERMOPLASTIC STRIPE (6") TO PLACE	1,903	LF	\$	\$
25	THERMOPLASTIC STRIPE (8") TO PLACE	2,527	LF	\$	\$
26	THERMOPLASTIC STRIPE (12") TO PLACE	9,836	LF	\$	\$
27	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	3,786	SF	\$	\$
28	SIGNS TO PLACE (POST REQUIRED)	5	EA	\$	\$
29	SIGNS TO PLACE (POST NOT REQUIRED)	27	EA	\$	\$
30	CHANGEABLE MESSAGE SIGN TO INSTALL	18	EA	\$	\$

It is understood that this Bid Proposal is based upon completion of the Work within a period of **FORTY (40) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor.

In determining the amount bid by each bidder, the City may disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

The City Council may reject any and all bids and waive any informalities or minor irregularities in the bids.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

Enclosed is a Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. #	_____	DATE	_____
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.



DEPARTMENT OF
TRANSPORTATION

CITY OF SACRAMENTO
CALIFORNIA

915 I ST
RM 2000
SACRAMENTO, CA
95814-2702

ENGINEERING SERVICES
DIVISION

PH 916-808-8300
FAX 916-808-8281

December 28, 2011

RE: City of Sacramento Construction Contracting Opportunities

The City of Sacramento is currently soliciting bids for the 2011 Street Overlay Project (PN: R15112021). The work to be performed consists, in general, of placing an asphalt concrete overlay, rubberized asphalt concrete overlay, or a bonded wearing coarse on various City streets including pavement planing, adjusting maintenance holes and valve boxes to grade, installing traffic signal video detection cameras and replacing existing traffic signal detector loops and related equipment which are damaged or inoperative, and replacing traffic striping. **Bids to be received before Wednesday, February 1, 2012, 2:00 p.m. The plans may be reviewed at the following locations:**

1. Construction Data & News,
1791 Tribute Rd. Suite D, Sacramento, CA 95815
2. Greater Sacramento Small Business Development Center
1410 Ethan Way, Sacramento, CA 95815
3. Sacramento Builders Exchange
1331 T Street, Sacramento, CA 95814
4. Sacramento Builders Exchange, Roseville Office
1 Sierragate, Suite 290-C, Roseville, CA 95678
5. El Dorado Builders Exchange
3430 Robin Lane, Suite 7, Cameron Park, CA 95682
6. Placer County Builders' Exchange
10656 Industrial Ave, Roseville, CA 95678
7. Construction Market Data
1540 River Park Drive, Suite 117, Sacramento, CA 95815
8. Nevada County Contractors Association
111-A New Mohawk Rd, Nevada City, CA 95959
9. Shasta Builder's Exchange
2990 Innsbruck Dr, Redding, CA 96003
10. San Francisco Builders Exchange
850 South Van Ness Ave, San Francisco, CA 94110-1911
11. Builders Exchange of Santa Clara
400 Reed Street, Santa Clara, CA 95050
12. Sacramento Hispanic Chamber of Commerce
2848 Arden Way, Suite 230, Sacramento, CA 95825
13. Fresno Builders Exchange
1244 Mariposa Street, Fresno, CA 93707-0111
14. Peninsula Builders Exchange
735 Industrial Rd, Ste #100, San Carlos, CA 94070

Important Special Notice

Bidders are advised that, as required by federal law, the City of Sacramento is implementing new Disadvantaged Business Enterprise requirements for Underutilized Disadvantaged Business Enterprises (UDBE). Section 2, "Proposal Requirements and Conditions," under subsection titled "Disadvantaged Business Enterprises (DBE)" and Section 5, "General," under subsection titled "Performance of Subcontractors" of these special provisions cover the UDBE requirements.

PRE-BID MEETING

All bidders are encouraged, but not required, to attend the pre-bid conference. At this meeting, requirements pertaining to "Disadvantaged Business Enterprise" (DBE) Program will be reviewed and any questions pertaining to the project will be answered. This meeting is also to inform DBEs of subcontracting and material supply opportunities.

The conference will be held at:

New Sacramento City Hall

915 I Street, Room 2000

Conference Room # 2105

Sacramento, CA 95814

January 19, 2012 at 9:00 A.M.

For information regarding the DBE Program, contact **Noreen James** at (916) 808-5470.

CITY OF SACRAMENTO
DEPARTMENT OF TRANSPORTATION
FEDERAL AID PROJECT NO.: STPL-5002 (153)
CITY CONTRACT NO.: R15112021
NOTICE TO CONTRACTORS

Sealed proposals and bids for the work entitled:
2011 STREET OVERLAY PROJECT

will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, 915 I Street (Historic City Hall), 1st Floor, up to the hour of 2:00 P.M., **February 1, 2012**, and will be publicly opened and read at 2:00 P.M., or as soon thereafter as business allows, in Hearing Room on 2nd Floor, 915 I Street (Historic City Hall).

The work to be performed under these Special Provisions consists, in general, of placing an asphalt concrete overlay, rubberized asphalt concrete overlay, or a bonded wearing coarse on various City streets including pavement planing, adjusting maintenance holes and valve boxes to grade, installing traffic signal video detection cameras and replacing existing traffic signal detector loops and related equipment which are damaged or inoperative, and replacing traffic striping. The approximate limits of resurfacing work are described below; the exact limits will be determined in the field by the Engineer.

The limits of resurfacing work are as follows:

STREET	LIMITS	TREATMENT TYPE
Bell Avenue	Raley Boulevard and Parker Avenue	Bonded Wearing Course
Stockton Boulevard	Broadway and 39 th Street	Bonded Wearing Course
South Land Park Drive	35th Avenue and Moss Drive	Bonded Wearing Course
Havenside Drive	Florin Road and Gloria Drive	Asphalt Concrete Overlay
Riverside Boulevard	Park Riviera Way and Florin Road	Rubberized AC Overlay
8 th Street	P Street and K Street	Bonded Wearing Course
Del Paso Boulevard	El Camino Avenue and Marysville Boulevard	Bonded Wearing Course
Fulton Avenue	Auburn Boulevard and North end of Business 80	Rubberized AC Overlay

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

The Contractor shall possess a license or a combination of classes required by the categories and type of work included in this contract at the time this contract is awarded.

Bids are required for the entire work described herein. This contract is subject to the State contract nondiscrimination and compliance requirements pursuant to the Government Code Section 12990.

All such proposals received and any work performed thereunder must comply with the requirements of Title 3 of the Sacramento City Code.

Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 1st Floor, Sacramento, CA 95814.

Plans, specifications, and copies of the Sealed Proposal Forms and accompanying documents for bidding this project can only be obtained at

**Signature Reprographics
620 Sunbeam Avenue
Sacramento, CA 95814
(916) 454-0800**

Specifications may be obtained for a
NON-REFUNDABLE FEE OF \$45.00 PER SET

Bids must be submitted on printed forms supplied in the Contract Documents. Bids must be enclosed in an envelope marked:

**SEALED PROPOSAL AND BIDS
FOR
2011 STREET OVERLAY PROJECT**

Technical questions should be directed to the Department of Transportation, to the attention of the Project Manager, Greg Smith, 915 I Street, Room 2000, Sacramento, California, 95814, or telephone (916) 808-8364.

The successful bidder shall furnish a payment bond and a performance bonds for 100% of the contract amount.

The City of Sacramento hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

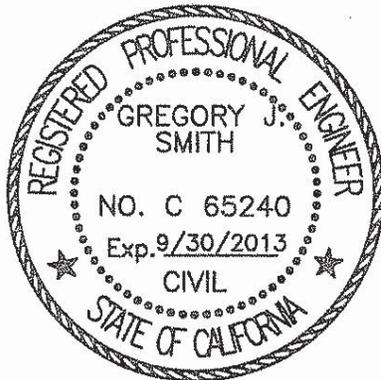
CITY OF SACRAMENTO
DEPARTMENT OF TRANSPORTATION

2011 STREET OVERLAY PROJECT

Federal Aid Project No.: STPL-5002 (153)

City Project No.: R15112021

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR
UNDER THE DIRECTION OF THE FOLLOWING REGISTERED ENGINEERS:



Civil:

 12-19-2011
Gregory J. Smith, Registered Civil Engineer

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**SPECIAL PROVISIONS
FOR
2011 STREET OVERLAY PROJECT**

**FEDERAL PROJECT NO.: STPL-5002 (153)
(PN: R15112021)**

SECTION NO. 1 - SPECIFICATIONS AND PLANS

The contract shall be administered in accordance with Sections 1 through 8 of the City Standard Specifications for Public Construction, City of Sacramento, dated June 2007. The work to be performed under this contract shall be in accordance with the Special Provisions contained herein. The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the City Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications for the items of work referenced.

In case of conflict in the technical provisions or requirements, the following order of precedence shall govern:

- A. Special Provisions
- B. Plans
- C. City Standard Specifications
- D. Other referenced specifications
- E. State Standard Plans

Definitions of Terms

Whenever in the City Standard Specification, State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract or other contract documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

DEFINITIONS AND TERMS

As used herein, unless the context otherwise requires, the following terms have the following meaning:

Department or Department of Transportation: The City of Sacramento, Department of Transportation.

Director or Director of Transportation: Director of Transportation, City of Sacramento.

Engineer: The Director of Transportation of the City of Sacramento, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

SECTION NO. 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of these Contract Specifications for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

Each proposal shall have listed therein the portion of the work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

2-1.015 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

F. When reporting DBE participation, bidders may count the cost of materials or supplies purchased from DBEs as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph F.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph F.2.
3. If the DBE is neither a manufacturer nor a regular dealer, count only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

G. When reporting DBE participation, bidders may count the participation of DBE trucking companies as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE;

Credit for materials or supplies you purchase from UDBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a UDBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

UDBE Commitment Submittal

Submit UDBE information on the "Local Agency Bidder-UDBE Commitment (Construction Contracts)," Exhibit 15-G(1), form included in the Bid Proposal Forms section of these Special Provisions. If the form is not submitted with the bid, remove it before submitting your bid.

If the UDBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the UDBE Commitment form to the Agency. UDBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the UDBE Commitment form unless the Agency requests it. If the Agency requests you to submit a UDBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract.

If you do not submit the UDBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the UDBE goal, complete and submit the "UDBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also submit good faith efforts documentation

SECTION NO. 3 - AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: City of Sacramento, City Clerk's Office, Historic City Hall, 915 I St, Ste 116, Sacramento, CA 95814

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: (Agency to provide detailed information if this paragraph is used)

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form is included in the Bid Proposal to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G(2)" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Agency as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for

SECTION NO. 4 - BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall diligently prosecute the work to completion before the expiration of **FORTY (40) working days** beginning on the day designated in the Notice to Proceed. Work will be performed as specified in Section 9.2 "Order of Work" of these Special Provisions. **Work completion includes all functional and acceptance tests to the satisfaction of the City. Should said work not be completed to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento a sum of One Thousand Three Hundred Sixty-Five dollars (\$1,365.00) as liquidated damages for each calendar delay after the expiration of such period until acceptance of the said work by the City and its delivery to the City.**

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations. – The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 1 foot deep.
 - 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 1 foot in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles. – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas. – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the State Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the State Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2006 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5.6 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the State Standard Specifications.

5.7 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the 20th of each month or upon submission of a monthly Pay Request Application, the Contractor shall submit documentation to the Engineer showing the amount paid to all DBE subcontractors and suppliers, including trucking companies. Documentation may include cancelled checks to DBE firms or signed affidavits from said firms that payment was made for services performed during the pay period for which payment by the prime contractor is requested. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of

6. Listed UDBE delays or disrupts the progress of the work.
7. Listed UDBE becomes bankrupt or insolvent.

If a listed UDBE subcontractor is terminated, you must make good faith efforts to find another UDBE subcontractor to substitute for the original UDBE. The substitute UDBE must perform at least the same amount of work as the original UDBE under the contract to the extent needed to meet the UDBE goal.

The substitute UDBE must be certified as a DBE at the time of request for substitution.

The Agency does not pay for work or material unless it is performed or supplied by the listed UDBE, unless the UDBE is terminated in accordance with this section.

5.10 SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Sacramento may exercise the remedies provided under Pub Cont Code § 4110. The City of Sacramento may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5.15 ENCROACHMENT PERMIT

The City is in the process of acquiring a Caltrans Encroachment Permit. Prior to start of work within the State of California's right-of-way or work affecting the State of California facilities, the Contractor will be required to obtain an Encroachment Permit at the following State of California Transportation office:

CALTRANS, DISTRICT 03
PERMIT ENGINEER
703 "B" Street
P.O. Box 911
Marysville, CA 95901
(530) 741-5374

The Contractor shall pay the applicable fees due at the time of application. A copy of the City's Encroachment Permit is available upon request.

Full compensation for conforming to the requirements in this permit, including the cost of the permit, shall be considered as included in the contract prices paid for the various item or work and no additional compensation will be allowed therefore.

SECTION NO. 7 - WORKER'S COMPENSATION AND INSURANCE

7.1 WORKER'S COMPENSATION

Full Worker's Compensation Insurance and Employer's Liability policy or provide evidence of ability to undertake self-insurance. Limits of coverage shall be at least \$1,000,000 for any one person. In the event Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

7.2 COMPREHENSIVE AUTO AND GENERAL LIABILITY INSURANCE

Contractor must provide sufficient broad coverage to include:

- Comprehensive Auto and General Liability Insurance
- Products and Completed Operation Liability
- Broad Form Property Damage Liability
- Contractual Liability
- Personal Injury Liability

The amount of the policy shall be no less than \$1,000,000 Single Limit per occurrence, insured by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be Named Insured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by City or other named Insured will be called on to contribute to a loss covered thereunder.

7.3 CERTIFICATE OF INSURANCE

Contractor shall have City's standard Certificate of Insurance completed and filed with the Department of Transportation prior to the execution of the execution of this Agreement. Said policies shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company or the insured during the term of this Agreement, without first giving to City thirty (30) calendar days written notice prior to the effective date of such cancellation or change in coverage.

7.4 WORKER'S COMPENSATION CERTIFICATE

Contractor shall have this certification completed and filed with the Department of Transportation prior to the execution of the execution of the Agreement.

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

SECTION NO. 8 - (BLANK)

the working day statement of the Engineer shall be deemed to have been accepted by the Contractor as correct.

9.4 SPECIFICATIONS

The work to be performed under this contract shall be in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the City Standard Specifications of the City of Sacramento, adopted June 2007, referred to herein as "Standard Specifications". The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications unless otherwise specified in these Special Provisions.

9.5 PROVIDING BONDS AND SURETY

The Contractor shall provide signed agreement and surety bonds within ten (10) calendar days after receipt of notice to award by the City and prior to award by the City Council. The Contractor shall be reimbursed for all surety bond costs should the City Council not award a contract.

9.6 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information regarding this procedure or other similar information, shall be directed to Greg Smith of the Department of Transportation, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-8364, FAX (916) 808-7903 or gsmith@cityofsacramento.org.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Engineer immediately but at least two (2) weeks prior to the bid opening date.

9.7 NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET

The Contractor and its subcontractors must not use 28th Street south of E Street as part of any haul route to and from the Bell Marine Co., Inc./ Harbor Sand and Gravel located at 200 28th Street. Acceptable routes to and from the facility are as follows:

To enter facility:

North on 30th Street
West on E Street
North on 28th Street

- c. City of Sacramento Building Code and the current edition of the Uniform Building Code.
2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.
3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. NO payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

None of the aforementioned provisions shall be construed to relieve the Contractor from the Contractor's responsibility for the health and safety of all persons (including employees) and from the protection of property during the performance of the work. This requirement shall be applied continuously and not be limited to normal working hours.

9.11 COORDINATION

The Contractor shall coordinate his activities in a manner that will provide the least interference with the City's operations, other contractors and utility companies working in the area, and agencies exercising jurisdiction over the project area or portions thereof.

1. At a minimum the Contractor shall coordinate his operations with the following:
 - City Traffic Signal and Street Lighting Maintenance Shop
Contractor shall notify Norm Colby, via the Resident Engineer, a minimum of five (5) working days before any electrical work begins at 808-6635.
 - City Fire Alarm
Contractor shall notify Doug Crawford, at 798-0673 or 277-6133, a minimum of five (5) working days prior to beginning work at each location.
 - Underground Service Alert
Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.
 - Sacramento Municipal Utility District (SMUD)
Contractor shall contact Michelle Zuniga, SMUD, at (916) 732-5726, at least 2 months before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured.
 - Pacific Bell
Contractor shall contact Astrid Willard at (916) 453-6136 forty-eight hours (48) before service hook-up is required, before service disconnect is required, before pole quadrants for

be furnished to all public utility companies having facilities, which are affected by the work, within the time frame specified above.

The Contractor shall be required to provide a weekly schedule of work for each week by 4:00 P.M., Thursday, of the previous week.

The progress schedules shall be submitted on a critical path method form of the Contractor's choice, and shall be consistent in all respects with the time and order of work requirements of the contract. The progress schedule must include all signal detector loop replacement after the pavement is planed and prior to placement of the asphaltic concrete overlay.

No progress payments will be made for any work until a satisfactory schedule has been submitted to the Engineer.

9.13 PROTECTION OF EXISTING IMPROVEMENTS

The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for their accuracy.

The Contractor's attention is directed to the provisions of Chapter 3.1 "PROTECTION OF PUBLIC UTILITIES IN PUBLIC CONTRACTS" of the California Government Code concerning protecting existing overhead and underground utilities. In particular, Section 4216 and Section 4217.

Existing improvements, utilities and adjacent property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, grass, fences, mail boxes, walls and other improvements including existing pavements, sidewalks, street improvements, sprinkler systems and underground utilities and other improvements not to be removed under this contract shall be protected from damage by the Contractor throughout the construction period.

All painted or other disfiguring markings on the pavement, sidewalk or gutters shall be removed by the Contractor before acceptance of the work.

The Contractor will insure that utility services to customers in the project are maintained.

The Contractor is responsible for the protection of and for damage to existing overhead and underground utility lines and services encountered during the course of construction. The Contractor shall notify the respective utility owner prior to any interruption of service.

The Contractor is expected to "pothole" existing underground utilities a minimum of ten (10) working days in advance at any location where an existing utility may be in conflict with the proposed work.

The cost of relocating existing overhead or underground utilities not specified on Plans to be relocated, but which the Contractor elects to relocate or cut and reconnect for his/her own convenience, shall be borne by the Contractor.

The Contractor shall submit a site specific Traffic Control Plan to the Engineer at the pre-construction meeting in accordance with Section 6-9 of the Standard Specifications. Revisions to the plan shall be submitted on Thursday prior to work. A copy of the Traffic Control Plan shall be available on site at all times. The Traffic Control Plan shall be developed within the following parameters:

1. No work will be allowed if the Contractor does not adhere to these traffic control guidelines.
2. During the planing operation a minimum of two flaggers per intersection for two-way streets (one flagger per intersection for one way streets) shall be positioned at one intersection ahead of the grinding machine and one intersection behind the grinding machine. If the Contractor fails to position flaggers per these guidelines, the Contractor shall pay \$500 per each flagger that's not provided as administrative penalty, for each day the work is being performed.
3. During the paving operation a minimum of two flaggers per intersection for two-way streets (one flagger per intersection for one way streets) shall be positioned at three consecutive intersections ahead of the paver and three consecutive intersections behind the paver. If the Contractor fails to position flaggers per these guidelines, the Contractor shall pay \$500 per each flagger that's not provided as administrative penalty, for each day the work is being performed.
4. During planing, paving, base repair, traffic signal loop installation, lowering and raising iron and striping a minimum of one (1) paved traffic lane, not less than twelve feet (12') wide with approved traffic control measures (including flag persons, pilot car, etc.), shall be open for use by public traffic on the segment of the street where work is being performed.

Prior to 8:30 A.M. and after 4:00 P.M Monday through Friday, public traffic must have access to the number of lanes normally available on all streets unless otherwise approved.

Five work days (5) prior to roadway or lane closures, changeable message signs shall be placed where designated by the Engineer. The message on the changeable message sign shall be approved in writing by the Engineer two days prior to installment on the roadway. **If the Contractor fails to install changeable message signs, the Contractor shall pay \$2000 per day per street as administrative penalty, for each day the work is being performed.**

At night and at other times when work is not in progress, the full roadway shall be available to the public unless otherwise approved. **If the Contractor fails to have all normally available lanes open as required by these Special Provisions, the Contractor shall pay an administrative penalty of \$500 every 20 minutes until the required number of lanes are open for use.**

Lane closures shall be in conformance with an approved traffic control plans, the details in the Appendix of these Special Provisions and all provisions of the Caltrans encroachment permit.

The Contractor shall submit to the Engineer a statement from each vendor supplying electrical equipment, including but not limited to, signal heads, standards, electroliers, luminaries, service pedestal and all other electrical equipment indicating that the orders for the materials required for this contract have been received and accepted by said vendor. The confirmed date of delivery to the contractor shall be indicated on the statement.

All substitutions are subject to the approval of the Engineer.

9.18 PROOF OF COMPLIANCE WITH CONTRACT

In order that the Engineer may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of plant, equipment, work, or materials, the Contractor shall at any time when requested, at the Contractor's expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

9.19 BACKFILLING OF VOIDS

All voids resulting from the removal of trees, pipes, maintenance holes, ditch boxes, or other buried structures or objects shown on the Plans or called in these Special Provisions to be removed, shall be backfilled per the provisions of Section 26 (Trench Backfill) of the Standard Specifications. In the event job excavated native material is unsuitable for backfill as determined by the Engineer, the Contractor shall furnish the required suitable backfill material.

The Cost to backfill voids as specified in the Special Provisions shall be included in the price bid for the respective items to remove trees, pipe, maintenance holes, ditch boxes, or other buried structures or objects, and no additional compensation shall be allowed.

9.20 PAVEMENT CUTTING AND RESTORATION

Pavement cutting and restoration shall conform to the provisions of Sections 13-4 of the Standard Specifications and these Special Provisions.

No pavement cutting shall precede pavement excavation by more than seven (7) calendar days unless approved by the Engineer. Prior to excavation in paved areas, pavement will be broken within the limits of expected excavation so as to prevent lifting of the pavement during excavation. Prior to restoration, the pavement shall be sawed or scored with an abrasive type pavement cutter (maximum blade width 1/4"). The proper tools and equipment shall be used so that the pavement will be cut to a neat and straight line six inches (6") beyond the limits of actual excavation.

Where pavement cutting takes place more than five (5) calendar days before trench excavation, the Contractor shall fill the pavement cuts with asphaltic patching mix and maintain a smooth riding surface until trenching begins.

Where the limits of excavation are located within twelve (12") of the edge of existing pavement or lip of the curb and/or gutter, the existing pavement within this twelve inches (12") shall also be removed.

Description of Work - The work shall be done primarily from truck mounted aerial platforms except where trees are inaccessible to trucks. All hand and power tools in the performance of this work shall be subject to inspection and approval of the Manager of the Urban Forest Services division or his designated representative who shall serve as the inspector for the City.

In general, the standard tree trimming equipment shall be used and shall be maintained in a satisfactory condition at all times. All tools shall be clean, sharp, in proper working order and shall be checked for safety before each job.

Inspection/Permit - The Contractor shall notify the Engineer prior to 8:00 a.m. on each day Contractor will be trimming trees.

The Contractor shall notify, 3 working days prior to tree trimming, the City Arborist, Duane Goosen, (916) 808-4996 and obtain, for this project, a permit for tree trimming within the City.

Special Conditions - All licenses, insurance, etc., necessary to assume the legal responsibility for said work shall be acquired by the Contractor to cover the liabilities which might be caused by said work.

All workmen shall comply with State Compensation Safety Rules and must wear safety equipment at all times while on the job. Adequate warning devices, barricades, guards, cones, etc., shall be placed and necessary precautions shall be taken by the Contractor to provide protection for the workers, pedestrians and vehicular traffic in the area. Work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with or annoyance to others. It shall be the responsibility of the Contractor to work out any cooperative work schedules as necessary.

All tree work requiring climbing of trees shall be suspended during inclement weather. No trimmings or debris shall be left overnight on any of the work sites. Upon completion of a specific area, the site shall be left in a clean and orderly condition. It shall be the responsibility of the Contractor to repair any damages to adjacent property including shrubs, trees or other growth as well as structures along the route.

To prevent the spread of Dutch elm disease, tree trimming tools shall be sprayed with Lysol before any tree trimming and after each tree has been trimmed.

Personnel - All work shall be done by qualified and trained persons. They shall be familiar with tree climbing and trimming work in general and trained to work in trees of any size. A qualified foreman shall be provided to oversee and direct the work of each crew.

Correct Cuts - All work shall be done in a professional and workmanlike manner. All cuts shall be made in accordance with the following sections in these Special Provisions, and as directed by the Engineer. Trees shall be trimmed at locations where there are tree conflicts and as directed by the Engineer or project Arborist in conjunction with the City Arborist.

Tree trimming shall include the removal of any limbs or brush from limbs in order to achieve a clear space of at least six foot (6') radial distance from each luminaire. The results of the tree trimming shall produce an unobstructed cone of light that will illuminate a semicircle on the

opinion of the Engineer, the Contractor fails to adequately follow the above guidelines, he will make arrangements to have the work done by others, and have the cost charged to the Contractor.

9.25 PERMITS AND STAGING AREA

If the Contractor decides he/she needs additional working easement areas, work sites or material sites to facilitate his operation, it shall be his sole responsibility to locate, negotiate, obtain and pay for such additional working easements, work sites and material sites.

The Contractor shall submit to the Engineer written authorization from the property owner of private property being used for the storage of equipment or materials. A copy of any written agreements entered into between the Contractor and the property owner concerning encroachment onto private property shall be provided to the Engineer prior to beginning any work on the property.

All areas lying outside of the street right-of-way which are affected by the work shall be restored to the same, or better condition existing prior to the commencement of the work, to the satisfaction of the Engineer.

The cost of necessary permits, all restoration, including but not limited to landscaping improvements, shall be included in the various items of work the Contractor deems appropriate, and no separate or additional compensation shall be made.

9.26 CLEANING UP

Section 4-2 of the Standard Specifications is amended to read as follows:

The Contractor shall not allow the site of the work to become littered with trash, debris, garbage or waste material, but shall maintain the site in a neat, orderly and healthful condition until completion and acceptance of the work. When work is being performed on a particular street, the contractor shall clean up the site no later than one week after raising utility covers. Before final inspection of the work, the Contractor shall clean the work site and all ground occupied by him in connection with the work of all rubbish, excess materials, false work, temporary structures, construction markings (by the Contractor or for his benefit) and equipment. All parts of the work shall be left in a neat and presentable condition. Full compensation for cleaning up is included in the prices paid for the various contract items of work, and no separate or additional payment shall be made for cleaning up.

Contractor shall be responsible for removing all yard waste and debris affecting the work at his expense. Yard waste shall not be relocated to planter strips, pedestrian areas, or other areas not approved by the Engineer. Garbage cans that are temporarily removed from the street shall be placed back in their original position at the end of the workday.

9.27 CALTRANS ENCROACHMENT PERMIT

The City is in the process of acquiring a Caltrans Encroachment Permit. Prior to start of work within the State of California's right-of-way or work affecting the State of California facilities, the Contractor will be required to obtain an Encroachment Permit at the following State of California Transportation office:

Forty-eight (48) hours prior to construction, the Contractor shall place signed barricades stating "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block," at 50 to 60 foot intervals in the work area.

"NO PARKING" signs and mounting barricades shall be approved by the Engineer prior to their use. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place. "NO PARKING" signs, hoods and barricades shall be supplied by the Contractor.

Failure to comply with this section will prevent the City from towing vehicles parked in the proposed work area.

The Contractor shall remove "NO PARKING" signs and barricades once work is done and equipment has been moved.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for payment of all fees and for doing all work involved in removal of on-street parking shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefore.

9.30 TIME BETWEEN PAVEMENT PLANING AND PLACEMENT OF ASPHALT CONCRETE AND RUBBERIZED ASPHALT CONCRETE OVERLAY

Roadway surfaces receiving pavement keycutting, planing or conforms shall be resurfaced within one (1) calendar day of planing operations.

Prior to 8:30 A.M. and after 4:00 P.M Monday through Friday, public traffic must have access to the number of lanes normally available on all streets unless otherwise approved.

Limits of pavement planing shall be determined by the Engineer and logged daily. The Engineer's log shall be used as the basis for determining the required overlay schedule. If the Contractor fails to complete the resurfacing within the required period, the Contractor shall pay administrative penalties of \$4,000 per day for each day's delay. The City shall have the right to deduct such administrative penalties from any amount due, or that may become due to Contractor, or the amount of such penalties shall be due and collectable from the Contractor or the Contractor's Surety.

9.31 TEMPORARY PAVEMENT MARKERS

Temporary pavement markers shall be furnished and placed, maintained, and later removed as specified in these Special Provisions, and as directed by the Engineer.

The following markers are approved for use on City of Sacramento street resurfacing projects:

Temporary Overlay marker (Types Y and W) manufactured by Davidson Plastics Company, 18726 East Valley Highway, Kent, Washington 98032, telephone (206) 251 8140.

Safe-Hit Temporary Pavement Marker, manufactured by Safe-Hit Corporation, 1930 West Winton Avenue, Building #11, Hayward, CA 95545, telephone (415) 783 6550.

9.32 STRIPING PLANS

Striping plans are not available for this project. Layout diagrams of proposed striping will be provided to the Contractor at the pre-job conference. Samples of the diagrams are available for review at 915 I Street, Room 2000 (call Greg Smith at (916) 808-8364 to make an appointment).

9.33 RUBBERIZED ASPHALT CONCRETE GRANT

This project is funded in part by a grant obtained through the California Department of Resources Recycling and Recovery (CalRecycle). The grant purpose is to promote markets for recycled-content surfacing products derived from waste tires generated in California and decrease the adverse environmental impacts created by unlawful disposal and stockpiling of waste tires.

The City of Sacramento "Grantee" is required by the grant to provide the Contractor/Subcontractors with the "Terms and Conditions" and "Procedures and Requirements" of the grant agreement. These documents can be found in Section No. 12 of these Specifications and shall be read by the Contractor/Subcontractors prior to submitting the bid proposal.

The Contractor/Subcontractors shall complete the "Reliable Contractor Declaration" form found in Section No. 12 of these Specifications. By signing, the Contractor/Subcontractors declare under penalty of perjury that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the Contractor/Subcontractors. The completed form is required to be submitted as part of the bid proposal. Failure to do so will result in the bid being declared not responsive.

The Contractor/Subcontractors shall complete the "Crumb Rubber Modifier (CRM) Certification" form found in Section No. 12 of these Specifications. By signing, the Contractor/Subcontractors declare under penalty of perjury that the material provided is manufactured from 100% California waste tire rubber. The completed form shall be submitted with the pay request when requesting payment for bid item(s) incorporating CRM.

One hundred percent (100%) California waste tires shall be used in the rubber portions of this project.

RAC material must meet American Society for Testing and Materials (ASTM) D 6114-97 (2002) "Standard Specifications for Asphalt-Rubber Binder".

9.34 SPECIAL CONSTRUCTION CONSIDERATIONS

Field meetings will be held between the Contractor and City staff as needed to determine actual limits of grinding/overlay.

No working days will be charged to the Contractor for work days missed due to temperature.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in special construction considerations shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefore.

- Perform all detection loop installation prior to placement of Rubberized Bonded Wearing Course.
- Place a 1.0 inch Gap Graded Rubberized Bonded Wearing Course.

Havenside Drive between Florin Road and Gloria Drive

- There are two street sections of Havenside Drive bounded by Florin Road and Gloria Drive. One segment is north and the other is south of Florin Road. The segment being resurfaced as part of this project is north of Florin Road.
- Perform all electrical work, except detection loop installation, prior to planing the roadway. Video detection shall be in operation before planing work begins.
- Lower all maintenance holes and water valves prior to planing operations.
- Plane the entire roadway segment to a depth of 2.0 inches from the lip of gutter on both sides of street.
- Perform key cutting operations (8') to both sides of the street. Key cut through all side streets as marked in the field.
- Perform a 50' variable depth hammerhead conform at the intersection of Florin Road. Hand work the radiuses as required, locations will be marked in the field.
- Perform a 50' variable depth conform at the intersection of Gloria Drive. Meet the lip line of Gloria Drive, hand work the radiuses as required, locations will be marked in the field.
- Perform all detection loop installation prior to placement of Asphalt Concrete Overlay.
- Place 4.0 inches of Asphalt Concrete Overlay.

Riverside Boulevard between Park Riviera Way and Florin Road

- Park Riviera Way intersects Riverside Boulevard at two locations. The Park Riviera intersection defining the boundary of this resurfacing work is the more northerly intersection.
- Perform all electrical work, except detection loop installation, prior to planing the roadway. Video detection shall be in operation before planing work begins.
- Lower all maintenance holes and water valves prior to planing operations.
- Plane the entire roadway segment to a depth of 2.25 inches from the lip of gutter on both sides of street.
- Perform all detection loop installation prior to placement of Rubberized Asphalt Concrete Overlay
- Place 2.25 inches of Rubberized Asphalt Concrete Overlay.

8th Street between P Street and K Street

- Obtain a Track Warrant from Regional Transit.
- Planing and paving work shall be completed within one (1) weekend (Saturday and Sunday). Working hours shall be between 7:00 AM and 5:00 PM.
- Contractor shall be allowed to close the roadway segment of 8th Street from P Street to K Street to motor vehicles during weekend working hours. The tracks shall remain active during construction. The Contractor shall allow access to all driveways within work area during closure. A Traffic Control Plan shall be approved by the Engineering before closure begins. **If the Contractor fails to complete the grinding and overlay work within the required period, the Contractor shall pay administrative penalties of \$4,000 per day for each day's delay.**

SECTION NO. 10 - ITEMS OF THE BID PROPOSAL

ITEM NO. 1 - PAVEMENT KEYCUTTING (8' WIDE)

1. At cross-streets within the limits of work, pavement keycutting shall continue in a straight line from curb line to curb line parallel to the direction of work as directed by the Engineer. At the beginning and ending limit of work, a planed pavement conform shall be constructed as specified in the item "Planed Pavement Conform" found elsewhere in these Special Provisions.
2. The Contractor shall exercise extreme care to avoid damaging the gutter lips during the keycutting operation. Damaged gutter lips which have spalls in excess of one inch (1") deep by five inches (5") long will have to be repaired at the Engineer's direction. The cost of repairs to damaged gutter shall be considered as included in the price paid per lineal foot for pavement keycutting and no separate payment shall be made therefore.
3. The Contractor shall remove existing asphalt concrete from the top of the gutter pan and from the face of gutter lip as directed by the Engineer.
4. The street shall be swept with a mechanical type pickup machine throughout the course of grinding operations and shall be left thoroughly clean and clear of all grindings at the end of each working day. Extreme care shall be exercised to avoid spillage of grindings into drain inlets and rail tracks. Any such spillage shall be promptly removed. All vegetation shall be removed from the gutter lip and other street areas to be resurfaced.
5. The grindings shall become the property of the Contractor and disposed of off-site.
6. At the end of the workday, there shall not be any elevation difference between planed pavement and unplaned pavement in the traveled vehicle lanes and all curb ramps. Any differences that parallel the centerline of the street in a longitudinal direction shall be sloped by either a temporary asphaltic plant mix cut back or additional planing, to produce a bevel within the planed pavement. The slope of either the cutback or the bevel shall be not greater than one-inch (1") vertical in twelve inches (12") horizontal. Elevation differences between planed pavement and lips of gutters are not required to be sloped.
7. Elevation differences perpendicular to the centerline of the street, in a transverse direction, or elevation differences between the planed street and cross-streets, shall be sloped as directed by the Engineer with cutback and shall not exceed one inch (1") vertical in twelve inches (12") horizontal. **If Contractor fails to slope elevation differences as required by these Special Provisions, Contractor shall pay administrative penalties of \$500 per each infraction per each calendar day elevation differences are not sloped.**

ITEM NO. 3 - PAVEMENT PLANING (1.0")

ITEM NO. 4 - PAVEMENT PLANING (2.0")

ITEM NO. 5 - PAVEMENT PLANING (2.25")

1. Pavement planing shall be done in an approved manner by cold planing. Rubber-tired grinding machines will only be allowed with the Engineers permission and with the understanding that any damage done by the grinding machine to the existing asphalt pavement be repaired by the Contractor at his expense.
2. The depth of planing below the gutter lip shall be equal to the specified thickness of asphaltic concrete. The depth of planning at the centerline shall be equal to the specified thickness of asphaltic concrete to be placed on the street.
3. At the end of the workday, there shall not be any elevation difference between planed pavement and unplaned pavement in the traveled vehicle lanes. Any differences that parallel the centerline of the street in a longitudinal direction shall be sloped by either a temporary asphaltic plant mix cut back or additional planning, to produce a bevel within the planed pavement. The slope of either the cutback or the bevel shall be not greater than one-inch (1") vertical in twelve inches (12") horizontal. Elevation differences between planed pavement and lips of gutters are not required to be sloped except in front of curb ramps. C-W37 "Bump" sign shall be installed as directed by the Engineer.

Elevation differences perpendicular to the centerline of the street, in a transverse direction, or elevation differences between the planed street and cross-streets, shall be sloped as directed by the Engineer with cutback and shall not exceed one inch (1") vertical in twelve inches (12") horizontal.

If the Contractor fails to slope elevation differences as required by these Special Provisions, the Contractor shall pay administrative penalties of \$500 per each infraction per each calendar day elevation differences are not sloped. The City shall have the right to deduct such liquidated damages from any amount due, or that may become due to Contractor, or the amount of such penalties shall be due and collectable from the Contractor or his Surety.

4. The Contractor shall remove existing asphalt concrete from the gutter pan, gutter lip, and face of curb as directed by the Engineer.
5. The Contractor shall exercise extreme care to avoid damaging the gutter lips during the planning operation. Damaged gutter lips which are spalled in excess of one inch (1") deep by five inches (5") long will have to be repaired at the Engineer's direction. The cost of repairs to damaged gutter shall be considered as included in the price paid per lineal foot for pavement planning, and no separate payment shall be made therefore.
6. The street shall be swept with a mechanical type pickup machine throughout the course of grinding operations and shall be left thoroughly clean and clear of all grindings at the end of each working day and prior to placing temporary striping. The contractor shall have a separate power sweeper for every grinding machine used throughout the operation.

with the aggregate shall be performance graded asphalt binder PG 70-10 and shall conform to Section 92-1.02(B) of the State Standard Specifications. The Contractor shall be responsible for furnishing to the Engineer the design of a job mix formula, which shall be prepared by an approved testing laboratory.

3. Placement of asphaltic concrete shall not occur until the Contractor has received approval of the job-mix formula (including test results) submitted in accordance with the Standard Specifications, and these Special Provisions.
4. Where directed by the Engineer, suitable feathered connections to existing pavement shall be made using a No. 4 maximum grading aggregate or a 3/8" maximum grading aggregate, in conformance with State Specifications, Section 39.
5. Transverse paving joints shall be checked with a ten-foot straight edge. When a ten foot straight edge is placed across the transverse joint and parallel to the street centerline, the transition between finished surface and existing pavement shall not vary more than one-quarter inch (1/4") from the bottom of the straight edge.

The elevation difference between new and existing pavement at joints constructed where the work intersects existing cross-streets, and at asphaltic concrete curb ramps, shall not exceed 1/8". Conformance to this requirement shall be checked by measuring the elevation difference between the existing pavement and the bottom edge of a four foot (4') straight edge. The straight edge shall be placed on the new asphaltic concrete surface in a direction perpendicular to the street centerline, and with one end directly over the joint. It shall be held to the new pavement such that the greatest portion of its length abuts the pavement surface.

Any variations exceeding these limits or the tolerance requirements of Section 22-8 of the Standard Specifications, shall be corrected by a method approved by the Engineer. Heating of the asphalt directly with an open flame or blowtorch and re-raking will not be permitted. The Contractor shall make every effort to implement the corrective measures on the same day as the asphaltic concrete was placed, or as soon thereafter as is practicable.

When constructing paving joints between new and existing pavement, the larger aggregate, which segregates from the mix during raking, shall be raked off of the fresh mat, and shall be discarded. All such waste material from paving operations shall be removed from the site at the end of the day.

6. Longitudinal paving joints shall coincide with the edges of proposed traffic lanes, except that on streets in which traffic striping tape is to be inlaid, longitudinal joints shall be constructed at a one foot (1') offset from the lane line. The Engineer may permit other patterns of placing longitudinal joints if he considers that such patterns will not adversely affect the quality of the finished product. Longitudinal joints shall not coincide with the wheel paths of traffic lanes.
7. The Contractor shall cooperate with City forces in establishing a rolling pattern that will insure the obtainment of the maximum possible density in the compacted asphaltic

Materials. The Contractor shall submit test reports and Certificates of Compliance for the paving asphalt, asphalt modifier, and CRM to be used. In addition, when requested by the Engineer, the Contractor shall submit samples of the tested material along with the Certificate of Compliance.

Paving Asphalt. The asphalt used for asphalt-rubber shall be PG 64-16 conforming to Section 92-1.02(B) of the State Standard Specifications and shall be modified with an asphalt modifier.

Quality Control: The Contractor shall be responsible for quality control and shall as specified in these Special Provisions and shall submit to the Engineer a quality control plan that will include quality control testing during material production, and during construction operations. **No work will be allowed prior to the approval of the quality control plan by the Engineer.**

Asphalt Modifier. The asphalt modifier will be a resinous, high flash point, aromatic hydrocarbon compound and shall conform to the requirements in Table I.

**TABLE I
REQUIREMENTS FOR ASPHALT MODIFIER**

Property	ASTM Test Method	Value
Flash Point, C.L.O.C., °C (°F)	D 92	207 (405) min
Viscosity, cSt @ 100°C (212°F)	D 445	X +3*
Molecular Analysis		
Asphaltness, percent by mass	D2007	0.1 max
Aromatics, percent by mass	D2007	55 min

* The symbol "X" is the viscosity of the asphalt modifier the Contractor proposes to furnish. The value "X" which the Contractor proposes shall be between the limits of 19 and 36 and shall be submitted in writing to the Engineer. Any proposed change requested by the Contractor in the value "X" shall require a new asphalt-rubber binder design.

Crumb Rubber Modifier (CRM). The material shall consist of a combination of scrap tire CRM and high natural CRM meeting the requirements of this subsection. Scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffings. The high natural CRM shall consist of ground or granulated rubber derived from materials that utilize high natural rubber sources. The high natural CRM may consist of blended CRM.

Steel and fiber separation may employ any method. All CRM shall be ground or granulated at ambient temperature. Cryogenic separation, if utilized, shall be performed separately from and prior to grinding or granulating.

CRM shall be ground or granulated at ambient temperature. Cryogenically produced CRM particles which can pass through the grinder or granulator without being ground or granulated shall not be used.

A Rotap (or equivalent) test shaker shall be used for the sieve analysis. Place one rubber ball on each sieve. Each ball shall have a weight of 8.5 ± 0.5 grams, have a diameter of 24.5 ± 0.5 mm, and shall have a Shore Durometer "A" hardness of 50 ± 5 in accordance with the requirements in ASTM D2240. After sieving the combined material for 10 minutes ± 1 minute, disassemble the sieves. Any material adhering to the bottom of a sieve shall be brushed into the next finer sieve. Weigh and record the weight of the material retained on the 2.36mm (No 8) sieve and leave this material (do not discard) on the scale or balance. Any observed fabric balls shall remain on the scale or balance and shall be placed together on the side of the scale or balance to prevent the fabric balls from being covered or disturbed when placing the material from finer sieves onto the scale or balance. The material retained on the next finer sieve (2.00mm (No 10) sieve) shall be added to the scale or balance. Weigh and record that weight as the accumulative weight retained on that sieve (2.00mm (No. 10) sieve). Continue weighting and recording the accumulated weight retained on the remaining sieves until the accumulated weight retained in the pan has been determined. Prior to discarding the CRM sample, separately weight and record the total weight of fabric balls in the sample.

Determine the weight of material passing the 75 μ m (No. 200) sieve (or weight retained in the pan) by subtracting the accumulated weight retained on the 75 μ m (No. 200) sieve from the accumulated weight retained in the pan. If the material passing the 75 μ m (No. 200) sieve (or weight retained in the pan) has a weight of 5 grams or less, cross out the recorded number for the accumulated weight retained in the pan and copy the number recorded for the accumulated weight retained on the 75 μ m (No. 200) sieve and record that number (next to the crossed out number) as the accumulated weight retained in the pan. If the material passing the 75 μ m (No. 200) sieve (or weight retained in the pan) has a weight greater than 5 grams, cross out the recorded number for the accumulated weight retained in the pan, subtract 5 grams from that number and record the difference next to the crossed out number. The adjustment to the accumulated weight retained in the pan is made to account for the 5 grams of talc (or calcium carbonate) added to the sample. For calculation purposes, the adjusted total sample weight is the same as the adjusted accumulated weight retained in the pan. Determine the percent passing based on the adjusted total sample weight and record to the nearest 0.1%.

TABLE IV*
GRADING REQUIREMENTS FOR CRM

Sieve Size	Scrap Tire CRM Percent Passing	High Natural CRM Percent Passing
2.36 mm (No. 8)	100	100
2.00 mm (No. 10)	98 – 100	100
1.18 mm (No. 16)	45 – 75	95 – 100
600 μ m (No. 30)	2 – 20	35 – 85
300 μ m (No. 50)	0 – 6	10 – 30
150 μ m (No. 100)	0 – 2	0 – 4
75 μ m (No. 200)	--	0 – 1

proportions of the materials, by total weight of asphalt-rubber binder, shall be 80% \pm 2% combined paving asphalt and asphalt modifier, and 20% \pm 2%CRM. However, the minimum amount of CRM shall not be less than 18%. The temperature of the blended asphalt and modifier shall be between 350°F (177°C) minimum and 425°F (218°C) maximum when the CRM is added. The temperature shall not exceed 10°F (6°C) below the actual flash point of the mixture. The required mixing/ reaction time shall be 45 minutes minimum. The temperature of the asphalt-rubber mixture shall be between 350°F (177°C) minimum to 425°F (218°C) maximum during the reaction period. After reacting, the asphalt rubber binder shall conform to the requirements in Table VI.

**TABLE VI
REQUIREMENTS FOR ASPHALT RUBBER BINDER**

Test Parameter	Test Method	Specification Limit	
		Minimum	Maximum
Haake Field Viscosity @ 190°C(375°F), (Centipoise)	See "Greenbook" 203-11.4.1	1500	4000
Cone Penetration @ 25°C (77°F), 0.1 mm	ASTM D 217	25	70
Resilient @ 25°C (77°F), % Rebound	ASTM D 3407	18	---
Field Softening Point, °C (°F)	ASTM D 36	52 (125)	74 (165)

The reacted asphalt rubber binder shall be maintained at a temperature of not less than 350°F (177°C) nor more than 425°F (218°C). If any of the material in a batch of asphalt rubber binder is not used within 4 hours after the 45-minute reaction period, heating of the material shall be discontinued. Any time the asphalt rubber binder cools below 177°C (350°F), and is then reheated shall be considered a reheat cycle. The total number of reheat cycles shall not exceed 2. The material shall be uniformly reheated to a temperature of not less than 177°C (350°F) nor more than 218°C (425°F) prior to use. Additional scrap tire CRM meeting the requirements of these special provisions may be added to the reheated binder and reacted for a minimum of 45 minutes. The cumulative amount of additional scrap tire CRM shall not exceed 10 percent of the total binder weight. Reheated asphalt rubber binder shall conform to the requirements in Table VI.

When permitted by the Engineer, asphalt-rubber binder produced on another agency's project and defined here as "hold over material", may be used on the project if the initial agency certifies the following:

1. The total tons and type of material being held over.
2. The amount of CRM contained within the holdover load on a percentage basis.
3. The grade of paving asphalt and asphalt modifier used and its source.
4. Date of original mixing.
5. Number of reheat cycles.

on. While the spindle is rotating, move the spindle in and out of the binder three times to bring the spindle up to the temperature of the binder. Continue stirring the binder.

5. Determine the viscosity of the binder at 350°F +/-5°F (177°C +/-3°C) as follows. In one continuous operation, remove the spindle from the binder (after heating), discontinue stirring the binder and immediately insert the spindle back into the center of the binder sample. While holding the viscometer level watch the needle on the viscometer dial and record the maximum value obtained on the dial. Record the test temperature and the maximum viscosity. Subtract 100 centipoise from the maximum value recorded and report this as the viscosity of the asphalt rubber binder. (The viscometer shall be maintained and operated in accordance with the instructions from the manufacturer. However, this test method shall apply if there are any differences in the instructions for determination of the viscosity.)
6. Report the following information for the viscosity test; technician performing viscometer test, date and location of plant, asphalt rubber binder supplier, binder test temperature and viscosity, spindle size and rotating speed in revolutions per minute, viscometer model and serial number.

Equipment for production of Asphalt-Rubber. The Contractor shall utilize the following equipment for production of asphalt-rubber binder:

1. **Asphalt Heating Tank.** An asphalt heating tank equipped to heat and maintain the blended paving asphalt and asphalt modifier mixture at the necessary temperature before blending with the CRM. This unit shall be equipped with a thermostatic heat control device and a temperature reading device and shall be accurate to within $\pm 5^{\circ}\text{F}$ ($\pm 3^{\circ}\text{C}$) and shall be of the recording type.
2. **Blender Equipment.** A mechanical mixer for the complete, homogeneous blending of paving asphalt, asphalt modifier, and CRM. Paving asphalt and asphalt modifier shall be introduced into the mixer through meters. The blending system shall be capable of varying the rate of delivery of paving asphalt and asphalt modifier proportionate with the delivery of CRM. During the proportioning and blending of the liquid ingredients, the temperature of paving asphalt and the asphalt modifier shall not vary more than $\pm 25^{\circ}\text{F}$ ($\pm 14^{\circ}\text{C}$). The paving asphalt feed, the asphalt modifier feed and CRM feed, shall be equipped with devices by which the rate of feed can be determined during the proportioning operation. Meters used for proportioning individual ingredients shall be equipped with rate-of-flow indicators to show the rates of delivery and resettable totalizers so that the total amounts of liquid ingredients introduced into the mixture can be determined. The liquid and dry ingredients shall be fed directly into the mixer at a uniform and controlled rate. The rate of feed to the mixer shall not exceed that which will permit complete mixing of the materials. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments. Mixing shall continue until a homogeneous mixture of uniformly distributed and properly blended asphalt-rubber binder of unchanging appearance and consistency is produced. The Contractor shall provide a safe sampling device capable of delivering a representative sample of the completed asphalt-rubber binder of sufficient size to permit the required tests.
3. **Storage/Reaction Tank.** An asphalt-rubber binder storage/reaction tank equipped with a heating system that is equipped with a temperature reading device to maintain the proper

sweeping shall be included in the price bid for other items of work and no additional compensation will be allowed therefore.

All manholes, utility, and survey monument covers encountered in the area to be overlaid with asphalt concrete shall be carefully referenced out prior to the overlay by the Contractor. All exposed survey monuments shall be referenced out prior to the overlay, covered by an appropriate method approved by the Engineer, and uncovered after the overlay without disturbing or damaging the survey monument.

B. Rubberized Asphalt Concrete Placement

General

This work shall be performed in agreement with the Asphalt Rubber Hot Mix – Gap Graded (ARHM-GG), of the State Standard Specifications and these Special Provisions.

Scope includes production, delivery, placement, labor, and incidentals required to place Asphalt Rubberized Hot Mix – Gap Graded. Materials shall conform to the following:

Paving gradation shall be: ARHM-GG 1/2" Maximum

Binder for ARHM-GG shall be, at the Contractor's option, Type 1 or Type 2 asphalt-rubber binder as specified in these Special Provisions.

The asphalt used in asphalt-rubber binder shall be paving grade PG 64 -16.

The amount of asphalt used in asphalt-rubber binder to be added to the aggregate shall be between 7.3% and 8.7% by dry weight of the aggregate. The amount used will be determined by the Engineer. The temperature of the aggregate at the time the asphalt-rubber binder is added shall be not more than 350°F.

Rubber for use in asphalt-rubber binder shall be free of loose fabric, wire and other contaminants except that up to 4% (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce foaming when blended with the hot asphalt. The Contractor shall furnish a "Certificate of Compliance" as outlined in Section 6-1.07, "Certificates of Compliance," of the State Specifications.

A sample of the asphalt-rubber binder proposed for use on the project, consisting of four one-quarter cans, together with the proposed formulation of the binder shall be furnished to the Engineer at least two weeks before ARHM-GG pavement construction is scheduled to begin. These samples will be held at the City for comparison to material in the field, if necessary.

The method and equipment for combining the rubber and asphalt shall be so designed and accessible that the Engineer can readily determine the percentage by weight for each material being incorporated into the mixture.

Equipment utilized in the production and proportioning of the asphalt-rubber binder shall include the following:

After reaching the desired consistency the asphalt-rubber mixture shall not be held at temperatures over 325°F for more than 4 hours.

The Contractor shall provide to the Engineer confirmation of viscosity test results from the asphalt-rubber tank. The test shall be, in the opinion of the Engineer, sufficient to verify that the viscosity of the entire tank is homogenous during the asphalt concrete production.

Type 2 Asphalt-Rubber Binder:

Type 2 asphalt-rubber binder shall be a uniform reacted mixture of compatible paving grade asphalt, extender oil, and granulated reclaimed vulcanized rubber. Extender oil shall be resinous, high flash point aromatic hydrocarbon conforming to the following:

Viscosity, SUS @ 100°F (ASTM D 88)	2500. min
Flash Point, COC, °F (ASTM D 92)	390. min
Molecular Analysis (ASTM D 2007)	
Asphaltiness, % by weight	0.1 max
Aromatics, % by weight	55.0 min

The asphalt and extender oil, when combined shall form a material that is chemically compatible with the rubber.

The rubber used in Type 2 asphalt-rubber binder shall be reclaimed vulcanized rubber and shall contain between 20% and 30% by weight, natural rubber when tested in accordance with ASTM D 297. The rubber shall conform to the following grading when tested in accordance with ASTM C 136:

<u>Sieve Size</u>	<u>Percentage Passing</u>
No. 8	100

The rubber shall contain no particles longer than ¼ inch in length.

The extender oil shall be added to the asphalt at a rate between 2% and 6% by weight of the asphalt, the exact amount shall be determined by the asphalt-rubber supplier. The asphalt shall be at a temperature of not less than 350°F nor more than 425°F when the extender oil is added.

The asphalt-extender oil blend and rubber shall be combined and mixed together in the blender unit to produce a homogeneous mixture.

The amount of rubber to be added to the asphalt-extender oil blend shall be between 17% and 23% by weight of the total combined mixture of asphalt, extender oil, and rubber. The exact amount shall be determined by the asphalt-rubber supplier. The asphalt-extender oil blend shall be at a temperature of not less than 350°F nor more than 425°F when the rubber is added. After the material has reacted for at least 30 minutes, the asphalt-rubber shall be metered into the mixing chamber of the asphalt concrete production plant at the percentage specified or ordered.

The Contractor shall submit to the Engineer a written construction plan to be used for every street segment throughout the project. This plan shall include: sweeping and cleaning equipment, paving equipment and speed; breakdown and finish roller type; roller speed and number of passes required; amplitude and period of roller vibration (if used); truck haul route; number of trucks and rate of material delivery. **No paving will be allowed until the written construction plan is approved.**

The Contractor shall fill and level all surface irregularities and ruts with asphalt concrete to insure compliance with specified tolerances prior to paving.

Night time operations, if any, shall have sufficient lighting on the paving machine, rollers, and other equipment or areas for adequate inspection of the work and safe operation. The adequate lighting level shall be evaluated at the sole discretion of the Engineer.

The Contractor shall remove all existing pavement markers (reflective and non-reflective), and thermoplastic (and preformed plastic) traffic stripes and markings that are within the limits of resurfacing, including solid and broken long-line stripes, stop lines, crosswalk lines, crossbars, and word and symbol markings, prior to beginning paving operations on a particular street. **Removal of pavement markers and traffic stripes and markings in all streets requiring pavement kecutting shall be performed by a method approved by the Engineer.**

Prior to applying tack coat, the street surface shall be swept clean by brooming or washed clean to the satisfaction of the Engineer. The length of the tack coat placed in advance of the paving operation shall be determined by the Engineer to minimized degradation of the tack coat by vehicular traffic. Under cold weather conditions, the Engineer may approve the use and application rate of viscosity grade PG 64-16 paving asphalt as a tack coat.

When ARHM-GG is placed in contact with existing asphalt concrete, the surface shall be completely dry of water, clean of dirt and debris, and a tack coat of asphaltic emulsion shall be applied to insure proper bond. The asphalt emulsion binder (tack coat) shall be furnished and applied in accordance with "Asphaltic Emulsion Binder (Tack Coat)" of these Special Provisions.

The ARHM-GG shall be delivered to the site in a thoroughly blended condition and shall be spread by a self-propelled asphalt paving machine in such a manner as to avoid segregation and pockets of coarse or fine material during the placing operations. Areas inaccessible to spreading and compaction equipment may be paved by such methods as may be approved by the Engineer. Initial rolling shall be performed immediately after placement.

No rubberized asphalt concrete is to be placed when the atmospheric temperature is below 55°F. When the atmospheric and pavement surface temperature is 64°F or higher, the following shall apply:

- A. The temperature of the aggregate shall not be greater than 325°F at the time the asphalt-rubber binder is added to the aggregate.
- B. ARHM-GG shall be spread at a temperature of not less than 280°F or more than 325°F, measured in the mat directly behind the paving machine.

ARHM-GG surfacing shall be placed in lifts no greater than three (3) inches in thickness (compacted). Total thickness of surfacing shall be as indicated on the plans. Final lift shall be no greater than two (2) inches in thickness (compacted)

Longitudinal pavement joints shall be on, or as close as possible to, the lane lines. A drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

The contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 feet nor less than 5 feet. Additional rubberized asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

Where the existing pavement is to be widened by constructing a new structural section adjacent to the existing pavement, the new structural section, on both sides of the existing pavement, shall be completed to match the elevation of the edge of the existing pavement at each location prior to spreading and compacting rubberized asphalt concrete over the adjacent existing pavement.

Rubberized asphalt concrete surfacing shall be placed on all existing surfacing, including curve widening, turnouts, left turn pockets and public and private road connections shown on the plans, unless otherwise directed by the Engineer. Shoulders or median borders adjacent to a lane being paved shall be surfaced prior to opening the lane to traffic.

Connections to existing surfacing shall match edge grinding or be feathered to conform to the requirements for smoothness. Private driveways are to have a minimum two (2') foot paveouts and are to be placed during mainline paving with the mainline paver screed extended. Shoulders or median borders adjacent to a lane being paved shall be surfaced prior to opening the lane to traffic. Shoulder conform tapers, as shown on the plans, shall be placed concurrently with the paving of the adjacent lane. Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected.

Additional rubberized asphalt concrete surfacing material shall be placed along the edge of the surfacing at private drives, hand raked, if necessary, and compacted to form smooth tapered conforms. Full compensation for furnishing all labor and tools and doing all the work necessary to hand rake said conforms shall be considered as included in the contract prices paid for the various contract items of rubberized asphalt concrete surfacing involved and no additional compensation will be allowed therefore.

Paving operations shall be discontinued, at the Engineer's discretion, during periods of precipitation. Rubberized asphalt concrete delivered to the site and not placed due to weather conditions shall become the property of the Contractor, and no payment shall be allowed therefore.

If the Contractor is unsuccessful in achieving the compaction of the demonstration strip, a second strip shall be constructed and compacted. If the second demonstration strip is unsuccessfully compacted, placement of rubberized asphalt concrete shall be suspended until adequate compaction equipment, other than that unsuccessfully used, is placed into operation. No equipment shall be allowed which is unable to successfully compact a demonstration strip.

Any area, which has an interim compaction result less than 92.0% of maximum theoretical specific gravity, shall be reworked while the mat is above 220°F until the area is compacted to a density of 92.0%.

Traffic shall not be allowed on the ARHM-GG at least one hour after final rolling operations have been completed.

Where applicable and if directed by the Engineer, sand shall be applied to the newly overlaid surface. No water shall be applied. Sand shall be spread on the surface of ARHM-GG at a rate of 1 to 2 pounds per square yard. The exact rate will be determined by the Engineer. When ordered by the Engineer excess sand shall be removed from the pavement surface by sweeping. Sand shall be free from clay or organic material. Sand shall conform to the fine aggregate grading provisions in Section 90-3.03, "Fine Aggregate Grading," of the State Specifications.

Tolerances:

The overlay surface, when completed, shall be smooth, dense, well-bonded and of uniform texture and appearance. When a straightedge 12 feet long is laid on the finished surface and parallel with the centerline, the surface shall not vary more than 0.01 feet from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02 feet are present when tested with a straightedge 12 feet long laid in a direction transverse to the center line and extending from edge to edge of a 12 foot traffic lane.

Equipment which does not perform satisfactorily in the opinion of the Engineer shall be removed from the site of the work.

Pavement within 50 feet of a structure or approach slab shall conform to the smoothness tolerances specified in Section 51.1.17, "Finishing Bridge Decks", of the State Specifications.

If the finished surface of the rubberized asphalt concrete does not meet the specified surface tolerances, it shall be brought within tolerance by either (1) abrasive grinding with slurry seal of the entire roadway width on the areas which have been ground (limits to be determined by the Engineer), (2) removal and replacement, or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer after meeting with the Contractor. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area.

directed by the Engineer. The density of each core shall be determined in accordance with ASTM D 2726-89.

Pay factors will be determined by core density tests performed by the City. The Engineer shall submit a copy of the test results to the Contractor. In case of a dispute, the Contractor shall notify the Engineer in writing within five working days of receiving a test result. An Independent Third Party selected by mutual agreement shall perform referee testing at no cost to the Contractor. Before the Independent Third Party participates in a dispute resolution, The Independent Third Party must be a Certified Laboratory and must be chosen from a Laboratory not employed by the ARHM-GG Producer.

Payment shall be at the unit price bid per ton, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in placing rubberized asphalt concrete , as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 8 - ASPHALT CONCRETE OVERLAY TO PLACE

This item shall consist of furnishing, placing and compacting asphaltic concrete surfacing at locations designated in the "Scope of Work" in conformity with Section 22 of the Standard Specifications, Sections 19 and 39 of the State's Standard Specifications, these Special Provisions and as directed by the Engineer.

1. The Contractor shall use a thirty foot (30') leveling ski on the free floating edge of the paving machine unless otherwise approved.
2. Paving work shall be continuous non-stop operation with delivery trucks arriving in a uniform manner.
3. The Contractor shall submit to the Engineer a written construction plan to be used for every street segment throughout the project. This plan shall include: sweeping and cleaning equipment, paving equipment and speed; breakdown and finish roller type; roller speed and number of passes required; amplitude and period of roller vibration (if used); truck haul route; number of trucks and rate of material delivery. No Paving will be allowed until the written construction plan is approved.
4. The Contractor shall fill and level all surface irregularities and ruts to insure compliance with specified tolerances prior to paving.
5. Night time operations, if any, shall have sufficient lighting on the paving machine, rollers, and other equipment or areas for adequate inspection of the work and safe operation. The adequate lighting level shall be evaluated at the sole discretion of the Engineer.
6. Tack coats shall be in conformance with the requirements of Section 39 "Paint Binder (tack coat)" of the State Specifications. A tack coat shall be applied to all planed surfaces, paved surfaces to be resurfaced, vertical surfaces of existing pavements, curbs, gutters, and construction joints, and other surfaces as directed by the Engineer.

within the limits of resurfacing, including solid and broken long-line stripes, stop lines, crosswalk lines, crossbars, and word and symbol markings, prior to beginning paving operations on a particular street. **Removal of pavement markers and traffic stripes and markings in all streets requiring pavement planing, pavement kecutting and planed pavement conforms shall be performed by a method approved by the Engineer, and will not be paid separately but will be considered as included in the prices paid per ton of asphalt concrete.**

16. Where directed by the Engineer, suitable feathered connections to existing pavement shall be made using a No. 4 maximum grading aggregate or a 3/8" maximum grading aggregate, in conformance with State Specifications, Section 39.
17. Transverse paving joints shall be checked with a twelve-foot straight edge. When a twelve foot straight edge is placed across the transverse joint and parallel to the street centerline, the transition between finished surface and existing pavement shall not vary more than one-quarter inch (1/4") from the bottom of the straight edge.

The elevation difference between new and existing pavement at joints constructed where the work intersects existing cross-streets, and at asphaltic concrete curb ramps, shall not exceed 1/8". Conformance to this requirement shall be checked by measuring the elevation difference between the existing pavement and the bottom edge of a four foot (4') straight edge. The straight edge shall be placed on the new asphaltic concrete surface in a direction perpendicular to the street centerline, and with one end directly over the joint. It shall be held to the new pavement such that the greatest portion of its length abuts the pavement surface.

Any variations exceeding these limits or the tolerance requirements of Section 22-8 of the Standard Specifications, shall be corrected by a method approved by the Engineer. Heating of the asphalt directly with an open flame or blowtorch and re-raking will not be permitted. The Contractor shall make every effort to implement the corrective measures on the same day as the asphaltic concrete was placed, or as soon thereafter as is practicable.

When constructing paving joints between new and existing pavement, the larger aggregate, which segregates from the mix during raking, shall be raked off of the fresh mat, and shall be discarded. All such waste material from paving operations shall be removed from the site at the end of the day.

18. Longitudinal paving joints shall coincide with the edges of proposed traffic lanes, except that on streets in which traffic striping tape is to be inlaid, longitudinal joints shall be constructed at a one foot (1') offset from the lane line. The Engineer may permit other patterns of placing longitudinal joints if he considers that such patterns will not adversely affect the quality of the finished product. Longitudinal joints shall not coincide with the wheel paths of traffic.
19. Spreading and compacting requirements shall be in conformance with Section 39 of the State Specifications except as noted herein. Compaction shall be subject to density testing in accordance with California Test Methods 304 and 308.

26. Pavement density will be determined by comparing the average density of cores taken from the compacted pavement to the maximum theoretical density as determined by ASTM D 2041. As required by the Engineer, the pavement will be inspected on a lot basis. A lot will consist of either five hundred (500) tons of asphalt for a surfacing project or four hundred (400) lineal feet of pavement for a trenching project. One sample shall be taken from each lot on a random basis. One laboratory-compacted specimen shall be prepared from each lot.

Cores for determining the density of compacted pavement will be taken on a lot basis with a minimum of three cores per lot. The density of each core shall be determined per ASTM D 2726-89. The cores shall be four inches (4") in diameter.

Contractor shall plug core holes taken by the material tester with asphalt compacted greater than ninety percent (90%) of relative compaction if cores are taken the same day as the contractor's paving operations. The core holes shall be plugged prior to the end of the workday. If required to facilitate the taking of cores, the contractor shall leave lane closures in place for a reasonable period of time (approximately thirty minutes after pavement has cooled enough to drive on).

27. All Travel lanes shall be paved substantially equal at the end of the day.

28. Immediately after compaction operations are completed, the Contractor shall place, in a neat line, yellow temporary reflective raised pavement markers to delineate previously existing centerlines, and white temporary reflective raised pavement markers to delineate existing travel lanes. The temporary pavement markers shall be, at the option of the Contractor, one of the removable types listed elsewhere in these Special Provisions, or approved equal. Markers shall be spaced at a minimum of 25' and a maximum of 50' apart or as directed by the Engineer. All work necessary, including any lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor.

Full compensation for furnishing and placing the temporary reflective raised pavement markers will not be paid separately but will be considered as included in the prices paid per ton of asphalt concrete.

29. For all asphalt pavement subject to acceptance testing, the lot will be paid for using the following pay factors:

In Place relative Compaction	Payment Factor
97.1% or higher (over-asphalted mix)	90%
92% – 97%	100%
89%-91.9% (marginal air voids)	85%
88.9% or less (unacceptable air voids)	Not acceptable (60% if otherwise approved)

Each day bonded wearing course is placed, submit the residual and application rate for asphaltic emulsion membrane.

During production, submit certified volume or weight slips for the materials supplied.

Quality Control and Assurance

Sample RHMA-G from either a truck or the material transfer device (MTV) hopper. Perform sampling and testing at the specified frequency for the following additional quality characteristic:

Minimum Quality Control

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Specification	Sampling Location
Asphaltic emulsion membrane	Various	At least once per paving day	Specified in "Materials"	Delivery Truck
	ASTM D 2995		Submitted target application rate \pm 0.02 gallons per square yard	QC Plan At the job site

The Engineer samples and tests for the following additional quality characteristic for acceptance:

Acceptance

Quality Characteristic	Test Method	Specification	Sampling Location
Asphaltic emulsion membrane	Various	Specified in "Materials"	Delivery truck
	ASTM D 2995	Submitted target application rate \pm 0.01 gallons per square yard	At the job site

Sample asphaltic emulsion under AASHTO T 40. For each job site delivery of asphaltic emulsion, take a 2-quart sample in the presence of the Engineer. Take samples from the delivery truck mid-load from a sampling tap or thief. If the sample is taken from the tap, draw and discard 4 quarts before sampling.

If you unload asphalt binder or asphaltic emulsion into bulk storage tanks, do not use material from the tanks until you submit test results for a sample taken from the bulk storage tank performed by an AASHTO-accredited laboratory.

MATERIALS

Asphaltic Emulsion Membrane

Asphaltic emulsion for membrane must comply with:

Aggregate Quality

Quality Characteristic	Test Method	Requirement
Percent of crushed particles Coarse aggregate (% min.) Two fractured faces	CT 205	90
Fine aggregate (% min.) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face		
Los Angeles Rattler (% max.) Loss at 100 Rev. Loss at 500 Rev.	CT 211	12
		35
Sand equivalent ^a (min.)	CT 217	47
Fine aggregate angularity (% min.)	AASHTO T 304 Method A	45
Flat and elongated particles (% max. by weight @ 3:1)	ASTM D 4791	25

Note:

^a Reported value must be the average of 3 tests from a single sample.

Reclaimed Asphalt Pavement

Do not use reclaimed asphalt pavement in bonded wearing course.

HOT MIX ASPHALT DESIGN REQUIREMENTS

Asphalt Rubber Binder Content

Determine the amount of asphalt rubber binder to be mixed with the aggregate for RHMA-G under California Test 367 except:

1. Determine the specific gravity used in California Test 367, Section B, "Void Content of Specimen," using California Test 308, Method A.
2. California Test 367, Section C, "Optimum Bitumen Content," is revised as follows:
 - 2.1. Base the calculations on the average of 3 briquettes produced at each asphalt rubber binder content.
 - 2.2. Use California Test 309 to determine theoretical maximum specific gravity and density of the RHMA-G.
 - 2.3. Plot asphalt rubber binder content versus average air voids content based on California Test 309 for each set of three specimens on Form TL-306 (Figure 3), and connect adjacent points with a best-fit curve.
 - 2.4. Plot asphalt rubber binder content versus average Hveem stability for each set of three specimens and connect adjacent points with a best-fit curve.
 - 2.5. Calculate voids in mineral aggregate (VMA) and voids filled with asphalt (VFA) for each specimen, average each set, and plot the average versus asphalt rubber binder content.
 - 2.6. Calculate the dust proportion and plot versus asphalt rubber binder content.

Compact RHMA-G with steel-tired, 2-axle tandem rollers. Each roller must weigh from 126 to 172 pounds per linear inch of drum width.

Transporting, Spreading, and Compacting

Apply asphaltic emulsion membrane on dry or damp pavement with no free water. Apply asphaltic emulsion when the atmospheric and pavement temperatures are above 50 °F. Before spreading RHMA-G, apply asphaltic emulsion membrane under Section 94, "Asphaltic Emulsions," of the Standard Specifications. Apply emulsion at a temperature from 120 to 180 F and in a single application at the residual rate specified for the condition of the underlying surface. Choose a target residual rate from the following:

Asphaltic Emulsion Membrane Target Residual Rate

Surface to Receive Asphaltic Emulsion Membrane	Target Residual Rates (gallons per square yard)
PCC pavement	0.09 - 0.11
Dense, compacted, new HMA pavement	0.11 - 0.14
Open textured, dry, aged or oxidized AC pavement	0.13 - 0.17

If you request and the Engineer authorizes, you may change the asphaltic emulsion membrane application rates.

Spread RHMA-G after applying asphaltic emulsion membrane and before the asphaltic emulsion membrane has spread beyond the area to be covered by the RHMA-G. Do not apply asphaltic emulsion membrane more than once.

Construct a transverse joint when RHMA-G remains in the paver for more than 30 minutes. Do not reintroduce into the paving process RHMA-G spread over asphaltic emulsion membrane. Do not overlap or hot lap RHMA-G. Pave through lanes after paving adjacent:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Turn pockets
10. Ramps

For bonded wearing course placed on areas adjacent to through lanes that extend into the through lanes, cut the bonded wearing course to a neat, straight vertical line at the lane line.

If you spill asphaltic emulsion into the paver hopper, stop paving and remove and dispose of the contaminated material.

When measured on the surface immediately behind the screed, the RHMA-G must be at least 280 F and the temperature across the mat should not vary by more than 25 F. Do not take the temperature within 2 feet of the edge of the pavement. For each paver used, compact RHMA-G with 2 coverages using 2 rollers with the vibrators turned off. Complete the first coverage before

MEASUREMENT AND PAYMENT

Bonded wearing course is paid for as Rubberized Hot Mix Asphalt (Bonded Wearing Course - Gap Graded) and Asphaltic Emulsion Membrane (Bonded Wearing Course). Rubberized Hot Mix Asphalt (Bonded Wearing Course - Gap Graded) is measured and paid for as specified in Section 39-5, "Measurement and Payment," of the Standard Specifications. Asphaltic Emulsion Membrane (Bonded Wearing Course) is measured as specified for asphaltic emulsion in Section 94, "Asphaltic Emulsions," of the Standard Specifications.

The contract price paid per ton for Asphaltic Emulsion Membrane (Bonded Wearing Course) includes full compensation for furnishing all labor, tools, materials, equipment and incidentals, and for doing all the work involved in asphaltic emulsion membrane, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 11 - MAINTENANCE HOLE TO LOWER

Maintenance hole heads shall be temporarily removed or lowered below the grade of the planed surface. The hole shall be covered so as to support traffic and filled with asphaltic concrete. Asphaltic concrete shall be compacted prior to opening lane to traffic. **All debris, which enters the maintenance hole as a result of this operation, shall be removed immediately after lowering the maintenance holes.**

This item shall include all City-owned utility maintenance holes (such as, but not limited to: sewage, drainage, water, and fire and police alarm systems), and any other maintenance holes not identified as being owned by other private utilities as determined by the Engineer.

Prior to lowering maintenance hole heads or paving a street, the Contractor shall submit to the Engineer for his acceptance, drawings showing the location of all maintenance holes. Each maintenance hole shall be clearly identified by type, and shall be sequentially numbered on the drawing. The maintenance hole location shall be established by recording on the drawing and marking in the field, the radial distance from the maintenance hole to two (2) separate and distinct points on the street curb. Work shall not proceed on lowering maintenance hole heads or paving until such drawings have been reviewed and accepted by the Engineer.

This item shall include the cost of lowering monitoring wells and communication vaults.

Payment shall be at the unit price bid per each, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in lowering maintenance hole heads, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 12 - MAINTENANCE HOLE TO RAISE

Maintenance hole heads shall be raised to conform to the grade of the new surface in accordance with these Special Provisions.

1. Maintenance hole lowering in any section of street shall be fully completed prior to milling.

The Contractor shall verify that all lowered maintenance holes are raised back to grade by back checking against drawings. The Contractor shall perform field review with the Engineer to ensure all maintenance holes shown on the drawings have been raised to grade. **If during the review the Engineer determines a maintenance hole has not been raised by the Contractor, the Contractor shall pay a \$500 administrative penalty for each maintenance hole not adjusted to grade.**

10. A sand seal coat shall be applied to areas repaved due to the raising of maintenance holes and where directed by the Engineer.

Sand seal shall be provided and placed in accordance with the General Provisions of Section 37-1, "Seal Coats" of the State Specifications, except as modified herein:

The asphaltic materials for the construction of sand seal shall be RS-1 or SS-1 conforming to the requirements set forth in Section 94, "Asphaltic Emulsions," of the State Specifications.

The rate of application of emulsion shall vary between 0.08 and 0.15 gallon per square yard as directed by the Engineer, depending upon the surface condition and weather.

Aggregate for sand seal shall conform to the provisions of Section 37-2.02C, "Aggregate," of the State Specifications for Type 1 aggregate and shall be spread at the rate of 6 to 10 pounds per square yard, as directed by the Engineer.

Preparation for seal coat, applying bituminous binder, spreading, and finishing shall be in accordance with Section 37 of the State Specifications, with the exception that steel wheeled rollers for sand seal may be eliminated and the pneumatic roller used for all seal operations.

All bituminous pavement replacements sealed shall receive the seal coat for the full width of the pavement replacement, plus a minimum of six (6) inches on each side of the pavement replacement, except that seals shall not overlap concrete curb and gutter.

Maintenance hole heads as used in this item include all City and County-owned utility maintenance holes (such as, but not limited to: sewage, drainage, water, and fire and police alarm systems) and other maintenance holes as directed by the Engineer.

This item shall include the cost of raising monitoring wells and communication vaults.

Payment shall be at the unit price bid per each, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in raising maintenance hole heads, as specified in these Special Provisions and as directed by the Engineer.

Die stamp the maintenance hole number on the top surface of the maintenance hole frame. The figures shall be at least 3/4" high. The figures shall be well defined and as deep as practicable. The stamping shall be readable when approaching the opening from the curb or facing oncoming traffic.

Asphalt patch shall consist of 3/8" maximum aggregate in conformance with Section 39.202 of the State Specifications.

A sand seal coat shall be applied to areas re-paved due to the raising of AT&T and SMUD maintenance holes as described in the item "Maintenance Hole to Raise," located elsewhere in these Special Provisions.

The Contractor shall verify that all lowered maintenance holes are raised back to grade by back checking against drawings. The Contractor shall perform field review with the Engineer to ensure all maintenance holes shown on the drawings have been raised to grade. **If during the review the Engineer determines a maintenance hole has not been raised by the Contractor, the Contractor shall pay a \$500 administrative penalty for each maintenance hole not adjusted to grade.**

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in raising AT&T and SMUD maintenance holes as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 15 - MAINTENANCE HOLE HEAD CASTINGS TO SUPPLY AND INSTALL

The Contractor shall exercise extreme care in lowering or removing maintenance hole head castings. Castings damaged during removal shall be made available to the Engineer for his inspection. In the event the Engineer determines that the original condition of the casting made it impracticable to salvage for reuse, and that damage to it was not caused by Contractor's failure to exercise reasonable care during removal, the Engineer will instruct the Contractor to supply a new head casting which will be paid for under this item. No additional compensation will be allowed for castings obtained from the City.

All castings and covers supplied will conform to Section 10-27 and Standard Drawing CE59 of the Standard Specifications.

All other damaged castings which are determined by the Engineer to be unsuitable for reuse due to Contractor's failure to exercise reasonable care while removing shall be replaced at the Contractor's expense.

Payment shall be at the unit price bid per each, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in supplying and installing maintenance hole head castings, as specified in these Special Provisions and as directed by the Engineer.

shall be accomplished by the methods shown on detail SD-11 of Section 38 of the Standard Specifications. Standpipes that are damaged or broken, and existing six-inch (6") standpipes, which cannot be lengthened to meet this requirement by welding on a steel standpipe extension, shall be removed and replaced. Standpipe shall be free of burrs and sharp edges. Installation of new standpipe shall conform to the provisions of detail SD-8.

6. The finished grade of raised water valve boxes shall be checked with a straight edge. When a straight edge is placed across the valve box, the distance between the bottom of the straight edge and either the valve box, existing pavement surface, or asphaltic concrete placed around the valve box, shall not exceed one-quarter inch (1/4") when measured within the perimeter of the pavement cut.
7. Raising (or lowering) water valve boxes in any section of street shall be fully completed during the workday so as to permit full use of traffic at the end of the work day. Should the Contractor be unable to fully complete a water valve box by the above time, a temporary asphaltic cutback surface shall be placed in any depression so as to provide a smooth traveling surface until the water valve box can be fully completed. The use of barricades around incomplete water valve boxes during night hours is not permitted.
8. Asphalt patch shall consist of 3/8" maximum aggregate in conformance with Section 39.202 of the State Specifications.
9. A sand seal coat shall be applied to areas re-paved due to the raising of water valves as described in the item "Maintenance Hole to Raise", located elsewhere in these Special Provisions.
10. Raising of sewer cleanouts and flushers are included in this item and shall conform to this item, "Water Valve Box to Raise."

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in raising water valve boxes, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 18 - TRAFFIC STRIPE (4" & 6") TO REMOVE

ITEM NO. 19 - TRAFFIC STRIPE (8") TO REMOVE

ITEM NO. 20 - TRAFFIC STRIPE (12") TO REMOVE

ITEM NO. 21 - PAVEMENT MARKINGS TO REMOVE

Thermoplastic and preformed traffic stripes and markings shall be removed to the fullest extent possible from the pavement by grinding. Grinding material left on the pavement as a result of removing traffic stripes and markings shall be removed as the work progresses. Accumulations of grinding material, which might constitute a hazard to traffic, will not be permitted.

The Contractor shall be required to provide and submit to the Engineer a weekly schedule of work for each week showing a list of streets in order of performance at least one week prior to performing any work. A contact person and phone number of responsible parties shall be affixed

ITEM NO. 23 - THERMOPLASTIC TRAFFIC STRIPE (4") TO PLACE

ITEM NO. 24 - THERMOPLASTIC TRAFFIC STRIPE (6") TO PLACE

ITEM NO. 25 - THERMOPLASTIC TRAFFIC STRIPE (8") TO PLACE

ITEM NO. 26 - THERMOPLASTIC TRAFFIC STRIPE (12") TO PLACE

ITEM NO. 27 - THERMOPLASTIC PAVEMENT MARKING TO PLACE

Thermoplastic traffic stripes and pavement markings, both white and yellow, shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

The Contractor shall be required to provide and submit to the Engineer a weekly schedule of work for each week showing a list of streets in order of performance at least one week prior to performing any work. A contact person and phone number of responsible parties shall be affixed to this list. The Contractor shall also provide, to the Engineer, a list of all striping and marking quantities installed by each day worked, by 10:00 AM the following day.

The Contractor shall place the striping and markings after the resurfacing has been set for three (3) calendar days, but no later than seven (7) calendar days after resurfacing. **If the Contractor fails to place the striping and markings in the time period allowed, the Contractor shall pay liquidated damages of \$500 per calendar day for each street that is not completed.**

Any concrete bridge decks encountered within the limits of a street being sealed shall be striped in conjunction with the street even though the decks themselves have not been slurry sealed.

The City shall provide a striping inventory for each area resurfaced, which will receive pavement striping and markings. This information shall be provided to the Contractor at the pre-construction meeting.

Measurement

Traffic stripes shall be measured in lineal foot of material placed. No payment will be made for gaps in broken traffic stripes. Double center stripes shall be paid as two (2) four-inch (4") stripes. Twelve-inch traffic stripes are defined as both transverse and longitudinal lines, which include 12" limit lines and 12" crosswalks stripes. 24" limit lines shall be considered as two 12" stripes.

Pavement markings shall be measured in square foot of material placed. Pavement markings are defined as, but not limited to, word and symbol markings, parking brackets, and "Triple-four" crosswalks.

The quantities of traffic stripes and pavement markings may be adjusted, deleted, or omitted as directed by the Engineer to meet the existing requirements. No adjustment to the unit price bid will be made because of a change in quantity from the Engineer's estimate.

Payment shall be at the unit price bid per lineal foot of traffic stripes and by square feet for markings and shall include full compensation for furnishing all labor, material, tools, equipment,

Sign panels shall be not less than 0.080 inches thick aluminum panels. Sign facings shall be manufactured at high intensity grade (encapsulated lens type with heat activated adhesive or pressure sensitive) reflective sheeting except that sheeting for street name signs, R1, R2 and W series signs shall be 3M VIP Diamond Grade or approved equal. Signs shall meet the standards set forth in the California Department of Transportation Traffic Manual. A 3-inch by 1 1/2-inch "City of Sacramento" logo box with 1/2-inch white, red or black letters shall be centered and printed on the lower border of each sign blank prior to application of the reflective sheeting. As an alternative, the "City of Sacramento" logo with 1/2" letters may be placed in the border area.

Each sign shall have the date of manufacture and a location number stenciled on the back side. Location information shall consist of each sign having an individual number which will be recorded on a clean set of Plans during the sign installation. This procedure will be in accordance with the "Record Drawings" section of these Special Provisions.

The Contractor shall use the sign sizes as shown in the State of California, Department of Transportation Traffic Manual, unless specified otherwise on the drawings.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in placing the roadside sign as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 30 - CHANGEABLE MESSAGE SIGN TO INSTALL

The work to be performed for this item, in general, includes furnishing and installing Changeable Message Signs as specified in the Special Provisions and as directed by the Engineer.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools and equipment, and incidentals for doing all work involved in installing changeable message signs, as specified in these Special provisions, and as directed by the Engineer.

ITEM NO. 31 - 6'X6' DETECTOR LOOP TO INSTALL

The Detector Loop shall be installed prior to the final lift of the overlay. Preformed detector loops are not permitted.

All loop installation shall be coordinated with the Prime contractor. The detector loops shall conform to all City requirements. The Contractor shall install the replacement detector loops as shown in the Plans and Standard Specifications.

After pavement planing or key-cutting, the Engineer shall inspect the existing detector loops for damage. Damaged or inoperative loops shall be replaced as directed by the Engineer. The Engineer shall mark out the locations for the new detector loops to be installed and the existing pull boxes the detector loops shall be terminated in. All existing loops to be replaced shall be disconnected by saw-cutting in a minimum of two places. The Contractor shall install the new detector loop conductors into the specified pull boxes. Measurement for payment shall be based upon each detector loop installed as part of this item.

Payment shall be at the price bid per lineal foot and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved with this line item, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 38 - DETECTOR LEAD-IN CABLE TO REMOVE

The work to be performed for this item, including furnishing all necessary equipment, labor, materials, and all described work as shown in the plan sheets and these specifications, is to remove detector lead-in cable and properly dispose of.

Payment shall be at unit price bid per each intersection leg and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved with this line item, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 39 - PULL BOX NO. 5 TO INSTALL

ITEM NO. 40 - PULL BOX NO. 6 TO INSTALL

ITEM NO. 41 - PULL BOX N48E TO INSTALL

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials to install and adjust to grade new pull boxes with the lowering of conduits as needed in the field and as directed by the Engineer. Installation of pull boxes shall conform to these Special Provisions. Measurement for payment shall be based upon each installed and adjusted to grade, with the lowering of conduits included as part of this item. Included in the price is the removal of existing pull box.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved with this line item, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 42 - INSTALL #10 THW CONDUCTOR

The work to be performed for this item, including furnishing all necessary equipment, labor, materials, and all described work as shown in the plan sheets and these specifications, is to provide and install conductor. Installation and type of conductor shall conform to these Special Provisions and the plan sheets.

Payment shall be at the price bid per lineal foot and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved with this line item, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 43 - IN-PAVEMENT LED ROADWAY MARKER

The work to be performed for this item, including furnishing all necessary equipment, labor, materials, and all described work as shown in the plan sheets and these specifications, is to provide and install in-pavement LED roadway marker on Stockton Blvd near Sherman Way. Installation and type of in-pavement LED roadway marker shall conform to these Special Provisions and the

Contractor shall be responsible for all necessary hardware to stand and install all City furnished equipment.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 45 - NETWORK SWITCH SYSTEM TO INSTALL

The work to be performed for this item, in general, includes furnishing all necessary equipment and materials to provide and install network switch system.

The Contractor shall provide and install network switch with power supply, din rail, surge suppressor, and all hardware. Contractor shall make all hardware, conductor and cable connections. See specifications for equipment type and model numbers.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 46 - INTEGRATION OF DETECTOR LOOP AND VIDEO DETECTION

The work to be performed for this item, including furnishing all necessary equipment, labor, materials, and all described work as shown in the plan sheets and these specifications, is for the integration of detector loop and video detection system.

Video Detection: The manufacturer representative of the video detection equipment shall be onsite to configure the video detection system. The system shall be initially configured to detect vehicles and bicycles for the existing roadway configuration. After the proposed roadway configuration is constructed to the satisfaction of the City Inspector, the manufacturer representative shall return to the project site and re-configure the video detection system for the new layout of the roadway. All unused pins shall be disabled. Equipment shall be free of errors and conflicts. Detection Zone shall be drawn in top half of video screen. Detection Zone shall cover two cars or 65'. Approximately 4 cars shall be visible in screen. The manufacturer representative shall configure the monitor to show the following: detection zones, 22 font for text, x1 for signal head display, remove title of intersection, and remove time stamp.

The system detection file shall be given to the City for each intersection in CD format. Included shall be an image of each intersection leg.

Detection Rack Reconfiguration: Contractor shall reconfigure the detection rack. All loop detector cards shall be mounted on detector rack that is solely designed for loop detection. All video detection cards shall be mounted on detector rack that is solely designated for video detection. The mixing of loop and video detection cards on same rack is not permitted unless otherwise specified in writing by the City Inspector. The City Inspector shall designate the racks to be used for loop and video detection. The City Inspector shall specify new locations of detector cards. The new locations of detector cards shall be labeled with phasing. Contractor shall remove and salvage detector cards for loops to be removed as part of this project.

SECTION NO. 11 - ELECTRICAL PROVISIONS

1.1 SCOPE AND LOCATION OF WORK

The electrical work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material for the work as indicated in these Special Provisions and Plans.

1.2 CITY FURNISHED EQUIPMENT

The Contractor shall pick-up all City furnished equipment at the City Corporation Yard. The City has two corporation yards: Corporate Center South, 5730 24th Street, Building 11, Sacramento, California and the Corporate Center North, 918 Del Paso Road, Sacramento, California, and deliver these items to the job site. *Contractor is responsible to provide machinery and manpower to unload and load all city furnished equipment.* Loading, unloading, pick-up, and delivery of these items will be considered included in the price bid for various items and no additional compensation will be allowed therefor.

The Contractor shall schedule the equipment pick-up with the City Inspector. Equipment pick-up shall be done in the presence of the City Inspector or his designated representative. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the City.

The Contractor's responsibility for City supplied equipment shall be in accordance with Section 6-1.02, "State-Furnished Materials," of the State Standard Specifications.

Traffic Signal Controller and Cabinet - The City of Sacramento shall provide one (1) Type "R" cabinet and one (1) Econolite controller as indicated on the Plans. The City will provide one set of anchor bolts with the City supplied equipment. The Contractor shall provide and construct the foundation for the Type R cabinet in accordance with the State Standard Plans, these Special Provisions, the Plans and as designated by the Engineer. The Contractor shall install all City furnished equipment on the foundations and make all wire connections as directed by the Engineer. City forces will program all controllers, conflict monitors, and detector sensor units. The Contractor shall notify the Traffic Signal Maintenance Shop, (916) 433-6314, ten (10) working days prior to the date of installation of the controller cabinet.

1.3 CONDUIT MATERIAL

Conduit shall be installed prior to final lift of Overlay.

Conduit to be installed underground shall be Schedule 40 polyvinyl chloride (PVC) or Schedule 40 polyethylene conduit as described herein unless otherwise indicated or specified. PVC conduit shall comply with the specifications in Section 34-10 of the City Standard Specifications. High-density polyethylene conduit shall comply with the following specifications:

2. Trenches in existing roadways shall use the "T-Trench" method. The portion over the trench shall be paved with asphalt concrete, Type A with $\frac{3}{4}$ " aggregate (coarse); except on residential streets where the base course shall be Type A, $\frac{3}{4}$ " aggregate (coarse) and surface coarse shall be Type B, $\frac{1}{2}$ " aggregate, (medium), per Section 22 of the City Standard Specifications, unless otherwise directed by the Engineer. See plan sheets for width and thickness of asphalt concrete over trench. Trenches shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry.

B. Directional Drilling Method

Installation of conduit by directional drilling shall be in conformance with the Plans and these Special Provisions.

Conduits shall be installed such that the top of the conduit(s) are not less than eighteen inches (18") below the finished grade in sidewalk areas and not less than thirty inches (30") in all other areas except as otherwise specified or directed by the Engineer.

Prior to the start of directional drilling, the Contractor shall submit a plan which identifies location and size of proposed drill holes, describes process for identifying/locating existing utility services and other underground utilities or obstructions, identifies a proposed "drilling corridor" to avoid conflicts with existing utilities, services and other facilities. This plan shall be submitted to the Engineer a minimum of ten (10) working days prior to the start of work. The Contractor will not be allowed to directional drill until an approved plan is on file with the Engineer

Directional drilling shall be performed by the technique of creating and directing a bore hole along a predetermined path to a specified targeted location where indicated on the plans to install conduits. The technique shall involve the use of mechanical and hydraulic equipment to change the boring course and shall use instrumentation to monitor the location and orientation of the boring head assembly along the predetermined course. Drilling shall be accomplished with fluid-assisted mechanical cutting. Unless otherwise approved, boring fluids shall be a mixture of bentonite and water or polymers and additives. Bentonite sealants and water will be used to lubricate the drilling head. It is mandatory that minimum pressures and flow rates be used during drilling operations so as not to fracture the subgrade material around and/or above the bore. Uncontrolled jetting (where the primary purpose is to use fluid force to erode soil for creation of the final bore hold diameter) is prohibited. The drilling system shall utilize small-diameter fluid jets to fracture, and mechanical cutters to cut and excavate the soil as the head advances forward.

All drilling shall be located a minimum of three feet (3') from the center of all existing maintenance holes. Drilling that run parallel to any sanitary sewer or storm drainage lines shall maintain a minimum clearance of three feet (3') measured from the centerline of the sewer or drainage line to the adjacent side of the drill hole. Drilling that crosses any sewer or drainage line

start (S), and finish (F). For example: Phase 4D1-1S & Phase 4D1-1F; Phase 4D1-2S & Phase 4D1-2F.

All loop conductors for each direction of travel for the same phase of a traffic signal system in the same pull box, shall be spliced to a cable which shall be run from the pull box adjacent to the loop detector to a sensor unit mounted in the controller cabinet. Splices to the cable shall be made in pull boxes only. All splices to the lead in cable and between loops and the lead in cable shall be soldered as specified in State Specifications in Section 86-2.09C, "Connectors and Terminals". Open flame soldering will not be permitted.

Each detector loop circuit shall be tested for continuity, circuit resistance, and insulation resistance at the controller location. The loop circuit resistance shall not exceed 0.50 ohms plus 0.35 ohms per 100 feet of lead-in cable. The insulation resistance shall be performed between each circuit conductor and ground. The megged insulation resistance shall not be less than 200 megohms. The Contractor shall replace any detector loop that fails this requirement at the Contractor's expense.

1. Depth of Loops and Conductors in the Traveled Way

All conductors and conductor loops installed in the traveled way shall be installed so that the top of the conductor is a minimum of one-inch (1") below the surface grade of the street.

2. Inductive Loop Sealant

Only the following methods may be used for inductive loop sealant:

Asphaltic Emulsion and Sand Method

- 1) Immediately after the loop wires have been installed, the slot shall be filled with an anionic asphaltic emulsion conforming to the State Standard Specifications for Rapid Setting No. 1 (RSI).
- 2) Dry 20 mesh sandblasting sand shall then be poured in and around the slot. A suitable and approved tool shall then be used to work the asphaltic emulsion up through the dry sand.
- 3) The slot will then be inspected for any dry spots in the sandfill. Any dry sand spots will then be wetted with more asphaltic emulsion.
- 4) More dry sandblasting sand shall then be added to the slot and the asphalt emulsion will again be worked up through the sand until a uniform mix of asphaltic emulsion and sand with no voids completely fills the slot to the level of the surrounding road surface.
- 5) A final thin layer of sand will then be added to surrounding surface to absorb the excess asphaltic emulsion.
- 6) The traveled way may be opened to vehicular traffic immediately after installation of the asphaltic emulsion and sand loop sealant.

1.8 DETECTOR LEAD-IN CABLE

Detector lead-in cable shall be "Canoga" Type 30003, or approved equal. Detector lead-in cable shall conform to the following Special Provisions:

Lead-in cable shall consist of four (4) No. 18 A.W.G. stranded copper conductors insulated with nine (9) mils minimum of polypropylene, color coded, parallel laid, twisted together with four to six turns per foot. An amorphous interior moisture penetration barrier shall be provided to prevent hosing, siphoning, or capillary absorption of water along cable interstices. The outer jacket shall be thirty (30) mils minimum in thickness, high density polyethylene conforming to ASTM Designation: D-1248, 65T for Dielectric Material, Type I, Class C, Grade 5, J3. The diameter of the cable shall be approximately .25 inch.

Aluminum-polyester shielding shall be applied around the conductors.

The detector lead-in cable shall be continuous from the pull box adjacent to the conductor loops to the controller unless otherwise shown on the Plans.

Splicing of detector lead-in cables to loop conductors and splicing of detector cables when called for on the Plans shall be as follows:

1. Splices shall be made in pull boxes only. All splices to lead in cable shall be soldered.
2. The ends of the splice shall then be inserted into an approved insulated spring type connector of the correct size.
3. The splice shall then be insulated by "Method B" of the State Standard Plans Sheet ES-13, or as directed by the Engineer.
4. When detector cables and detector loops are initially installed, precautions shall be taken to insure the cables and loops remain water tight prior to splicing. If splicing is not to be done immediately after installation, the ends of the conductors and cables shall be dipped in electrical insulating liquid which shall render them water tight. The insulating liquid shall be fast drying, resistant to oils, acids, alkalies and corrosive atmospheric conditions and shall be compatible with the insulations used in the conductors and cables.

All conductors and cables shall be installed and splices shall be made in a dry environment.

1.9 IN-PAVEMENT LED ROADWAY MARKER

In-Pavement LED Roadway Marker shall manufactured by Silicon Constellations, model Lumistar XB or approved equal. All roadway markers shall contain a microcontroller which manages the solar/battery charge profile, LED output, and RF communication. Marker shall be compatible with baseplates from previous Lumistar generations. Height above road shall be 0.75 inches, depth of roadway penetration shall be 1.50 inches, diameter of 6.00 inches, operate in temperature ranges of -20 to +60 deg C, visibility minimum of 2,000 feet mid-day, full

NEMA TS1, TS2 type1, TS2 type-2, 332 controller cabinet assemblies and/or associated logic levels inputs/outputs.

Communication to the video detection system shall be Ethernet and use standard TCP/IP protocols. The communications shall allow the detection system to be fully programmed and monitored remotely from the Traffic Operation Center (TOC) and programmed locally at the intersection.

Programming and monitoring of the video detection system shall be done through vendor provided software and built-in Web-browser interface and will allow the viewing and configuration of all video detection system features. All software must be able to operate on Windows XP and Windows 7 platforms. The programming window (image used to draw detection zones) shall have a resolution of 640X480 or greater. All software windows shall be able to be maximized to match the computer display.

The video detection system shall be able to stream MPEG-4 video over the network to view locally, at the Traffic Operation Center (TOC) and over the internet. The video shall be viewable via the vendor provided video player or any standard digital video player such as QuickTime, at rates varying from 5 fps to 30 fps up to 5 megabits per second. The video detection system shall also provide an analog output with NTSC format to view locally using an analog monitor. Detector actuation shall be visible in both the analog and MPEG-4 video outputs.

Cameras and/or associated hardware or firmware must provide image stabilization. Cameras must be color and provide a minimum of 470 lines of resolution. Cameras must have variable focal length (zoom control) that can be configured from the traffic controller cabinet. Video detection camera and associated hardware shall be able to operate from- 34° to + 165° Celsius. All interfaces between the camera and the video detection system shall be opto-isolated.

The video detection system shall provide remote system diagnostics with the ability to check detector outputs, and loss of video sync. The video detection system shall be able to drop a false vehicle call if no movement is detected in the video where a detection zone is programmed and when phase assigned to that zone is green. The system shall also be able to interface to existing Green, Yellow and Red phase colors in all cabinet types, and the phase color shall be displayable on the video image. Cameras and/or interface hardware shall be able to detect the absence of video and/or have the ability to detect vehicles. If an absence of video is detected, the interface hardware shall input a user assignable recall on the phase. If the video detection camera cannot detect vehicles due to fog, smoke, and other environmental factors, the user shall have the ability to min recall, max recall, or apply a fixed time to a given phase.

Video Detection data collection

The video detection system shall be able to provide the following:

1. Store count data for a minimum of Five days
2. 24-hour count with a variable time sampling rate.
3. Speed data for free flowing segments
4. Occupancy for free flowing segments
5. Vehicle Classify based on length

and the through lanes. Cameras installed on signal mastarm shall use Econolite 28" extended camera mount. At intersection where the left and through movements go together as standard operation and left are not intended to turn separately the camera can be mounted on a luminaire arm with standard camera mounting bracket.

Camera shall be aimed so that the area of detection is in the top half of the video image. Typically the stopbar should be in the center of the screen, and at least four (4) cars shall be visible behind the stopbar, in the top half of the video image. No horizon shall be allowed in the video image.

Video detection system installed in traffic signal cabinets with 390 controllers and with proposed network switches shall use MVP Wiring Harness (model 33457G57 or approved equal) into traffic signal controller cabinet. Contractor shall work with the Econolite Representative and the City of Sacramento Traffic Signal Maintenance Shop to insure that all channels are programmed and detection calls are being inputted into the controller. Connect the wiring harness to the I/O rack and make connections to the +24V load switches.

Video detection system installed in traffic signal cabinets with network switches installed or scheduled to be installed shall use NEMA TS2 connections to controller. Contractor shall connect SDLC (model ACBLP0E05 P/N or approved equal) to connect MVP terra card and the traffic signal controller. Contractor shall work with the Econolite Representative and the City of Sacramento Traffic Signal Maintenance Shop to insure that all channels are programmed and detection calls are being inputted into the controller.

Network patch coax cable shall be connected between the video isolation card and each video detection card.

Cat 5 cable shall be connected between the Video Detection Card and the network witch.

All penetration through signal poles or mastarms shall use Hayco Liquid Tight Cordgrips or approved equal. Penetration shall be at the bottom of the mastarm.

Surge Suppressor Power Strip

Surge Suppressors shall meet the following requirements:

- 120 VAC
- 60 Hz
- All metal housing
- Isolated filter banks
- 2350 joule/97,000 amps rating
- 6 outlets
- 6 foot cord

Surge Suppressors shall be manufactured by Tripp-Lite Power Protection, Model ISOBAR6ULTRA or approved equal.

For Type R cabinet, power supply for network switch shall be mounted on a DIN rail attached to aluminum stock for support. The DIN rail and aluminum stock shall be mounted to the cabinet channel rails.

For Type 332 cabinet, power supply for network switch shall be mounted on a DIN Rail Adapter for use on a 19" rack in a 332 cabinet. DIN Rail Adapter shall be by Cisco, Model STK-RACKMNT-2955 or approved equal.

The Contractor is responsible for making all connections and shall be made per manufacturer's recommendations to insure that the switch is powered. See Plans for further details.

Cable Splicing

All video detection cable splicing shall be done in the hand hole cover of the traffic signal standard shaft. Video cable located in the handhole shall be spliced with one-piece compression connectors for coax cable: Use Type F Thomas & Betts Snap N-Seal or approved equal. Cable ends shall be connected by using Thomas & Betts precision F81 connector or approved equal. Connection shall be heat shrunk after signal is turned-on. Tubing shall extend two inches past the end of connectors. Contractor shall use manufacturer approved installation tools.

All BNC connectors shall be Thomas & Betts Snap-N-Seal one-piece compression connectors for coax cable or approved equal. Contractor shall use manufacturer approved installation tools.

Software and Programming

An Econolite Representative shall be onsite for the installation and configuration of the Video Detection System at no additional cost to the City. The system shall be programmed to provide stopbar detection. All channels shall be configured per the City's detector programming sheet and the Contractor and Econolite Representative shall work with City of Sacramento Traffic Signal Maintenance Shop to insure the detection calls are being inputted into the controller.

General Aiming and Programming Notes for Video Detection

1. No horizon shall be allowed in video.
2. Camera shall be aimed such that the stopbar is between the top half and the top $\frac{3}{4}$ of the video image.
3. Four to Five cars shall be visible between the stopbar and the top of the video image.
4. The Camera shall be rotated so the stopbar is horizontal in the video image.
5. Detection Zone shall be approximately 65' long or 2 cars
6. Maximum detectable width is 6 lanes and bike lane.
7. Detector labels shall include assigned phase number and assigned channel number.
8. The phase status shall be displayed.

Technical Support & Warranty

1. All hardware associated with the video detection system shall be warranted for a minimum of three years.
2. The vendor shall provide all firmware and software upgrades to the City of Sacramento free of charge during the warranty period of the product.

SECTION NO. 12 - RUBBERIZED ASPHALT CONCRETE GRANT

Terms and Conditions

Procedures and Requirements

Reliable Contractor Declaration

Crumb Rubber Modifier Certification

EXHIBIT A
TERMS AND CONDITIONS
Rubberized Asphalt Concrete Grant Programs
Targeted Rubberized Asphalt Concrete Incentive
Rubberized Asphalt Concrete Use
Rubberized Asphalt Concrete Chip Seal
Fiscal Year 2009/10

This grant may not be funded unless the proposed Grantee meets the following two conditions:

- 1) The proposed Grantee must pay or bring current all outstanding debts or scheduled payments owed to the California Integrated Waste Management Board within ninety (90) days from the date of the grant award. The Grant Agreement will not be released by the CIWMB until all outstanding invoices have been paid.
- 2) The proposed Grantee must complete, sign, and return the Grant Agreement within ninety (90) days from the date recorded on the Grant Agreement package's cover letter.

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CIWMB" means the California Integrated Waste Management Board.
- "Executive Director" means the Executive Director of the CIWMB or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between the CIWMB and the Grantee for this Grant.
- "Grant Manager" means the CIWMB staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Rubberized Asphalt Concrete Grant Programs (Targeted Rubberized Asphalt Incentive, Rubberized Asphalt Concrete Use, and Rubberized Asphalt Concrete Chip Seal).
- "State" means the State of California, including, but not limited to, the CIWMB and/or its designated officer.

1. ACKNOWLEDGEMENTS

The Grantee shall acknowledge the CIWMB's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures, or other types of promotional materials. The acknowledgement of the CIWMB's support must incorporate the CIWMB logo. Initials or abbreviations for the CIWMB shall not be used. The Grant Manager may approve deviation from the prescribed language on a case-by-case basis where such deviation is consistent with the CIWMB's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, the CIWMB adopts updated or new logos or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials.

2. ADVERTISING/ PUBLIC EDUCATION

The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials. Unless omission of the following copyright designation is pre-approved in writing by the Grant Manager, all public education and advertising materials shall state: "© {year of creation} by the California Integrated Waste Management Board (CIWMB). All rights reserved. This publication, or parts thereof, may not be reproduced without permission from CIWMB."

the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**7. ASSIGNMENT,
SUCCESSORS AND
ASSIGNS**

- a. This Agreement may not be assigned by the Grantee, either in whole or in part, without the CIWMB's prior written consent.
 - b. The provisions of this Agreement shall be binding upon and inure to the benefit of the CIWMB, the Grantee, and their respective successors and assigns.
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**8. AUDIT/RECORDS
ACCESS**

The Grantee agrees that the CIWMB, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

**9. AUTHORIZED
REPRESENTATIVE**

The Grantee shall continuously maintain a representative vested with signature authority authorized to work with CIWMB on all grant-related issues. The Grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

**10. AVAILABILITY OF
FUNDS**

The CIWMB's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

**11. CHILD SUPPORT
COMPLIANCE ACT**

For any agreement in excess of \$100,000, the Grantee acknowledges that:

- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
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12. COMMUNICATIONS

All communications from the Grantee to the CIWMB shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by E-mail, letter, or FAX to the Grant Manager as identified in Exhibit B—Procedures and Requirements. If an original document is required, prepaid mail or personal delivery to the Grant Manager is

Grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CIWMB and any contractors or subcontractors of Grantee, and no agreement with contractors or subcontractors shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the CIWMB for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the CIWMB's obligation to make payments to the Grantee. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

**17. COPYRIGHTS AND
TRADEMARKS**

- a. To the extent the Grantee shall have the legal right to do so, Grantee shall assign to the CIWMB any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, but which originated from previously copyrighted or trademarked material. With respect to all other copyrightable and trademarkable materials, the CIWMB shall retain any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement. These rights, both assigned and retained, shall include the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the CIWMB. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images or other materials owned, copyrighted or trademarked by third parties and for assigning such licenses, permissions, releases, or authorizations to the CIWMB pursuant to this section. Copies of any licenses, permissions, releases or authorizations obtained pursuant for the use of text, images or other materials owned, copyrighted or trademarked by third parties shall be provided to the Grant Manager. Under unusual and very limited circumstances, where to do so would not conflict with the rights of the CIWMB and would serve the public interest, upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.
- b. The CIWMB hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable world-wide license to reproduce, translate, and distribute copies of the copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the Grantee's behalf. This license is limited to the copyrightable materials produced pursuant to this Agreement and does not extend to any materials capable of being trademarked. The following shall appear on all intellectual property used by Contractor pursuant to this license, solely for the purpose of protecting the CIWMB's intellectual property rights therein: "© {year of creation} by the California Integrated Waste Management Board (CIWMB). Used pursuant to license granted by CIWMB. All rights reserved. This publication, or parts thereof, may not be reproduced without permission."

**18. CORPORATION
QUALIFIED DOING
BUSINESS IN
CALIFORNIA**

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

26. EXPATRIATE CORPORATIONS

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

27. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT

The CIWMB will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:

- a. Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes; or
- b. Cleanup of the environment; or
- c. Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in:

- a. Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste; or
- b. The cleanup of the environment; or
- c. The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the Grantee has not complied with the Grant Agreement, the Grantee may forfeit the right to reimbursement any grant funds not already paid by the CIWMB, including, but not limited to, the ten percent (10%) withhold.

28. FORCE MAJEURE

Neither the CIWMB nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the CIWMB or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

29. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the CIWMB any funds improperly expended.

30. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

31. GRANT MANAGER'S AUTHORITY

The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

32. GRANTEE ACCOUNTABILITY

The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the CIWMB, the Grantee is responsible for repayment of the funds to the CIWMB.

**39. OWNERSHIP OF
DRAWINGS, PLANS,
AND SPECIFICATIONS**

The State shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, software, and memoranda of every description or any part thereof, paid for in whole or in any part with grant funds. Copies thereof shall be delivered to the CIWMB upon request. Grantee agrees, and shall require that its contractors, subcontractors, and vendors agree, that the State shall have the full right to use said copies in any manner when and where it may determine without any claim to additional compensation.

40. PATENTS

The Grantee assigns to the CIWMB all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement, or with the use of any grant funds. Such assignment shall include assignment of any patents registered with the United States Patent and Trademark Office. Grantee further agrees to cooperate with and assist the CIWMB in the preparation of any patent application. Under certain unusual and very limited circumstance, where to do so would not conflict with the rights of the CIWMB and would serve the public interest, upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

41. PAYMENT

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- a. The Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. The CIWMB shall reimburse the Grantee for only the work and tasks specified in the Work Plan or the Grant Application at only those costs specified in the Budget and incurred in the term of the Agreement.
 - b. The Grantee shall carry out the work described on the Work Plan or in the Grant Application in accordance with the Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grant Application or the Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
 - c. The Grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
 - d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to the CIWMB's ten percent (10%) retention policy.
 - e. Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant Manager for more information).
 - f. Payment will be made only to the Grantee.
 - g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B — Procedures and Requirements.
-

-
- 46. RECYCLED-CONTENT PAPER** All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing one hundred percent (100%) post-consumer (PC) fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.
-
- 47. RECYCLED-CONTENT PRODUCT PROCUREMENT** In the performance of this Agreement, for purchases made with grant funds, the Grantee shall purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled content requirements see www.ciwmb.ca.gov/BuyRecycled/StateAgency/. If the Grantee cannot purchase RCPs, the Grantee must document why it was unable to comply with this requirement and request written pre-approval from its Grant Manager to deviate from this policy.
-
- 48. REDUCTION OF WASTE** In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
-
- 49. REDUCTION OF WASTE TIRES** Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the Grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the Grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.
-
- 50. REMEDIES** Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
-
- 51. RESOLUTION** A county, city, district, or other local public body must provide the CIWMB with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of this Agreement and designating the job title of the individual authorized to sign on behalf of the local public body.
-
- 52. SELF ASSESSMENT CHECKLIST** The Grantee shall submit with its Final Report a completed and signed Self Assessment Checklist Form, which is designed to aid the Grantee and the CIWMB in measuring compliance with grant administrative requirements.
-
- 53. SEVERABILITY** If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
-
- 54. SITE ACCESS** The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.
-
- 55. STOP WORK NOTICE** Immediately upon receipt of a written notice from the Grant Manager to stop work, the Grantee shall cease all work under this Agreement.
-

be required to terminate that contract.

**62. VENUE/ CHOICE OF
LAW**

- a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 - b. The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.
-

**63. WAIVER OF CLAIMS
AND RECOURSE
AGAINST THE STATE**

The Grantee agrees to waive all claims and recourse against the State, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

64. WORK PRODUCTS

The Grantee must provide the CIWMB with copies of all final products identified in the Work Plan.

**65. WORKERS'
COMPENSATION/
LABOR CODE**

The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT B
PROCEDURES AND REQUIREMENTS
Rubberized Asphalt Concrete Grant Programs
Targeted Rubberized Asphalt Concrete Incentive
Rubberized Asphalt Concrete Use
Rubberized Asphalt Concrete Chip Seal
FY 2009/10

INTRODUCTION

The Procedures and Requirements of the California Integrated Waste Management Board's (CIWMB) Rubberized Asphalt Concrete (RAC) Grant Programs Grant Agreement (Agreement) describes project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and close-out procedures, records and audit requirements.

PRIOR TO
COMMENCING WORK

GRANT SELF ASSESSMENT CHECKLIST FORM

Prior to commencing work under this Grant the Grantee's Grant Manager and authorized Signature Authority should review the Grant Self Assessment Checklist Form so as to identify key administrative requirements. Evaluation of the Grantee's compliance with these requirements is a major part of all grant audit reviews.

As set forth more fully in the Terms and Conditions (Exhibit A), the Grantee shall submit with its Final Report a completed and signed Form. To obtain the Grant Self Assessment Checklist Form (CIWMB 641) see <http://www.ciwmb.ca.gov/Tires/Grants/Forms.htm/> or contact your Grant Manager.

RELIABLE CONTRACTOR DECLARATION

Prior to authorizing a contractor(s) to commence work under this Grant, the Grantee shall submit to the CIWMB Grant Manager a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations Natural Resources, Division 7, has occurred with respect to the contractor(s) and the subcontractor(s), respectively. See <http://www.ciwmb.ca.gov/Regulations/Title14/ch1.htm#ch1a5>

If a (sub)contractor is placed on the CIWMB Unreliable List after award of this Grant, the Grantee may be required to terminate that contract. To obtain the Reliable Contractor Declaration Form (CIWMB 168) see <http://www.ciwmb.ca.gov/Tires/Grants/Forms.htm>.

PROJECT
REQUIREMENTS

All projects are subject to the following requirements:

- One hundred percent (100%) California waste tires must be used in the rubber portion of the project(s).
- Reimbursement will not exceed the amount stated on the grant agreement cover page.

- Reimbursement will be based on the following, as stated in the grant application for each project/phase:

Number of RAC Chip Seal Grants Received in the Past	Reimbursement Rate
0-2	\$1.00 per square yard
3 or more	\$.20 per square yard

SIGNAGE/
ACKNOWLEDGEMENT
REQUIREMENTS

The grantee must either install/publish/deliver appropriate signage/acknowledgement of CIWMB funding and waste tire diversion by April 4, 2012. See the “Acknowledgements” and “Advertising/Public Education” provisions in Exhibit A – Terms and Conditions, for acknowledgement requirement information. In addition, see Attachments to the Grant Agreement – Signage for an example and sign specifications. The signage/acknowledgement must include the following:

1. Funded by a grant from the California Integrated Waste Management Board;
2. CIWMB Logo; and
3. Number of California waste tires diverted from the waste stream by this project.

Where signage requirement for one or more RAC projects is problematic due to issues which include, but may not be limited to, potential road right-of-way hazards; multiple location sign posting issues; or local ordinances or Covenants, Conditions & Restrictions limiting street signage; the grantee may substitute alternative forms of acknowledgement.

Alternatives to the signage requirement must include one or more of the following:

1. Utility bill inserts
2. Newspaper ads/stories
3. Local radio
4. Television public service announcement (PSA)
5. And/or list on grantee’s website for a minimum of one year.

WORK PLAN AND
CHANGES/
MODIFICATIONS

The grantee will construct one or more RAC project(s) at the location(s) specified in the approved grant application. Changes or modifications to the original project must be submitted in writing to the CIWMB Grant Manager by the Grantee. Only non-substantive changes will be considered. The total amount of RAC or chip seal material used for the grant must be equal or greater than the amount in the approved application. **The CIWMB Grant Manager must approve the proposed changes in writing prior to the Grantee performing the changed work.**

RECYCLED-CONTENT
CERTIFICATION

The certification required in the “Recycled Content Certification” provision of the Terms and Conditions (Exhibit A) shall be provided on the Crumb Rubber Modifier Certification Form (CIWMB 74G-RAC) available at <http://www.ciwmb.ca.gov/Tires/Grants/Forms.htm>.

FINAL REPORT
REQUIREMENTS

The Final Report and final Grant Payment Request may be submitted at any time after the project is completed, but must be submitted no later than April 2, 2012. The reporting period covers from the Notice to Proceed to April 2, 2012. **Failure to submit the Final Report and final Grant Payment Request with appropriate documentation by April 2, 2012 may result in rejection of the final Grant Payment Request and/or forfeiture by the Grantee of any claims for reimbursement of otherwise eligible costs.**

The Final Report must be prepared in the format specified below. If requested, the Grantee shall make an oral presentation to the Market Development and Sustainability Committee and/or the full Board.

Report Component	Description
Cover Page	<ul style="list-style-type: none"> • Name of the grantee • Grant number • Amount of grant award • Dates of report coverage • Report preparation date • Disclaimer statement, as follows” “The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Integrated Waste Management Board, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text.”
Table of Contents	Identify report contents and corresponding page numbers.
Project Summary and Information	<p>Provide a concise Executive Summary of the project(s). Within the narrative of the report, include the following information:</p> <ul style="list-style-type: none"> • Locations of Paving (List of Street); limits of paving (Point A to Point B) • Amount (tons) of RAC; amount of rubberized binder (tons) and square yardage of chip seal used • General Information (thickness of paving, type of hot mix – e.g. asphalt-rubber, type G, gap graded, open graded, etc.) • Binder information (asphalt cement type, percent crumb rubber, percent binder in hot mix) • Pounds of rubber per ton of hot mix (20 lbs. per ton, minimum for Use) or chip seal binder (300 lbs. per ton, minimum for Chip Seal) and total

-
5. Ten percent (10%) of each approved Grant Payment Request will be withheld and retained until all conditions stipulated in the Grant Agreement, including submission and CIWMB Grant Manager approval of the Progress and/or Final Report, have been satisfied. Reimbursement of the 10% retention must be requested in the final Grant Payment Request.
 6. CIWMB will make payments to the Grantee as promptly as fiscal procedures permit. The Grantee can typically expect payment approximately forty-five (45) days from the date a Grant Payment Request is approved by the CIWMB Grant Manager.
 7. The Grantee must provide a Reliable Contractor Declaration (CIWMB 168) (see <http://www.ciwmb.ca.gov/Tires/Grants/Forms.htm>) signed under penalty of perjury by the Grantee's contractor(s) and subcontractor(s) in accordance with the "Unreliable List" provision of the Terms and Conditions. The declaration must be received and approved by the CIWMB Grant Manager prior to commencement of work. See "Unreliable List" provision in Exhibit A – Terms and Conditions for more information.

ELIGIBLE PROJECT COSTS

Eligible costs are expenditures incurred during the term of the grant project (beginning after receipt from the CIWMB of a Notice to Proceed through April 2, 2012), directly related to the installation and/or quality assurance, quality control testing of the RAC or chip seal material and approved by the CIWMB Grant Manager.

INELIGIBLE PROJECT COSTS

Ineligible costs include, but are not limited to, the following:

- Costs incurred for projects that start construction of the RAC paving prior to the Notice to Proceed date, or end construction after April 2, 2012;
- Projects utilizing tire rubber material that is not made from 100% California waste tires;
- Truck tire buffing material;
- Projects using less than the amount of crumb rubber, tonnage of RAC or yardage of chip seal material, as specified in Project Requirements;
- In the case of the Targeted Grant Program, not meeting ASTM D6114-97 (2002) specifications; and
- Any other costs deemed unreasonable or unrelated to the purpose of the grant by the CIWMB Grant Manager.

GRANT PAYMENT REQUEST AND DOCUMENTATION

-
1. Submit a Grant Payment Request (CIWMB 87) with an original signature of the individual or his/her designee, as authorized in the resolution. Copies of or faxed Grant Payment Request forms will not be approved for payment. To obtain the Grant Payment Request (CIWMB 87), see <http://www.ciwmb.ca.gov/Tires/Grants/Forms.htm>.

Include supporting documentation such as invoices, receipts, weigh tickets or approved progress payment authorizations containing:

- Vendor name, phone number or address, purchase amount and date
 - Description of goods or services
 - Proof of payment (e.g., copies of cancelled checks, bank statements, invoice marked as paid and receipts)
-

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 3/10)

This form must be completed and submitted to the Department of Resources Recycling and Recovery (CalRecycle) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

This form is intended to help the CalRecycle's Grantees comply with the Unreliable List requirement of their Terms and Conditions.

The Unreliable List provision requires the following:

Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to CalRecycle a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page, or refer to www.calregs.com

Please return the completed form(s) to:

Department of Resources Recycling and Recovery
Name of your Grant Program
 Attn: *Name of your Grant Manager*
 P.O. Box 4025
 Sacramento, CA 95812-4025

GRANTEE INFORMATION	
GRANTEE NAME:	GRANT NUMBER:
PRIMARY CONTACT NAME:	
CONTRACTOR INFORMATION	
CONTRACTOR NAME:	
AUTHORIZED CONTRACTOR REPRESENTATIVE NAME:	
MAILING ADDRESS:	
<p><i>As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.</i></p>	
Signature	Date

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 3/10)

Title 14 CCR, Division 7, Chapter 1**Article 5. Unreliable Contractors, Subcontractors, Borrowers and Grantees****Section 17050. Grounds for Placement on Unreliable List**

The following are grounds for a finding that a contractor, any subcontractor that provides services for a CalRecycle agreement, grantee or borrower is unreliable and should be placed on the CalRecycle Unreliable Contractor, Subcontractor, Grantee or Borrower List ("Unreliable List"). The presence of one of these grounds shall not automatically result in placement on the Unreliable List. A finding must be made by the Executive Director in accordance with section 17054, and there must be a final decision on any appeal that may be filed in accordance with section 17055 et seq.

- (a) Disallowance of any and/or all claim(s) to CalRecycle due to fraudulent claims or reporting; or
- (b) The filing of a civil action by the Attorney General for a violation of the False Claims Act, Government Code section 12650 et seq; or
- (c) Default on a CalRecycle loan, as evidenced by written notice from CalRecycle staff provided to the borrower of the default; or
- (d) Foreclosure upon real property loan collateral or repossession of personal property loan collateral by CalRecycle; or
- (e) Filing voluntary or involuntary bankruptcy, where there is a finding based on substantial evidence, that the bankruptcy interfered with the CalRecycle contract, subcontract, grant or loan; or
- (f) Breach of the terms and conditions of a previous CalRecycle contract, any subcontract for a CalRecycle agreement, grant, or loan, resulting in termination of the CalRecycle contract, subcontract, grant or loan by the CalRecycle or prime contractor; or
- (g) Placement on the CalRecycle's chronic violator inventory established pursuant to Public Resources Code section 44104 for any owner or operator of a solid waste facility; or
- (h) The person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee of an entity has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance under any CalRecycle contract, subcontract, grant or loan; or
- (i) The person or entity is on the list of unreliable persons or entities, or similar list, of any other federal or California state agency; or
- (j) The person or entity has violated an Order issued in accordance with section 18304; or,
- (k) The person or entity has directed or transported to, has or accepted waste tires at, a site where the operator is required to have but does not have a waste tire facility permit; or,
- (l) The person or entity has transported waste tires without a waste tire hauler registration; or,
- (m) The person or entity has had a solid waste facility or waste tire permit or a waste tire hauler registration denied, suspended or revoked; or,
- (n) The person or entity has abandoned a site or taken a similar action which resulted in corrective action or the expenditure of funds by CalRecycle to remediate, clean, or abate a nuisance at the site; or
- (o) The following are additional grounds for a finding that, a person or entity described below should be placed on the Unreliable List:
 - (1) The person or entity owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (2) The person held the position of officer director, manager, partner, trustee, or any other management position with significant control (Principal Manager) in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (3) The entity includes a Principal Manager who:
 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (4) The entity has a person who owns 20% or more of the entity, if that person:
 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (5) The entity has another entity which owns 20% or more of the entity, if that other entity:
 1. Is on the Unreliable List; or,
 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (6) Subsection (o) is not intended to apply to a person or entity that purchases or otherwise obtains an entity on the Unreliable List subsequent to its placement on the Unreliable List.

STATE OF CALIFORNIA
Department of Resources Recycling and Recovery (CalRecycle)
 CalRecycle 74G-RAC (Revised 02/10 for Waste Tire RAC Grant Programs)

Crumb Rubber Modifier (CRM) Certification

The CRM Certification form must be submitted with the payment request form(s). By signing this form, the signator certifies, under penalty of perjury, that the information provided below by the rubberized asphalt concrete (RAC) manufacturer, binder supplier, or contractor is true and accurate.

Procedure

1. Grantee: Request completion of this form by each Binder Supplier or Contractor/RAC Manufacturer. Review form for completeness and submit form to CalRecycle with payment request form(s). Retain supporting documentation that 100% California waste tires were used for this grant project.
2. Binder Supplier, Contractor/RAC Manufacturer: Complete and submit form to Grantee.

Grantee Name
Grant Number

RAC MANUFACTURER / BINDER SUPPLIER NAME: _____

CONTACT NAME: _____ EMAIL: _____ PHONE: _____ FAX: _____

ADDRESS: _____ WEBSITE: _____

Product Description	Manufacturer Name	Quantity (lbs.)	/ (divided)	Passenger Tire Equivalent (PTE)	=	Number of PTE's Diverted	Postconsumer Material (Percent)	Secondary Material (Percent) ²	Total (Percent) ³
Crumb Rubber or Crumb Rubber Modifier	<i>E X A M P L E</i>	25,000	/	12 lbs/tire	=	2,083	100%	0%	100%
			/		=		%	%	100%
			/		=		%	%	100%
			/		=		%	%	100%
Total:									

Public Contract Code (PCC) section 12205: State Agencies shall require all contractors to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of postconsumer and secondary material in the materials, goods, or supplies provided or used.

I certify, under penalty of perjury under the laws of the State of California, that the material provided to the above-named Grantee is manufactured from 100% California waste tire rubber. I understand that if an audit discloses the use of non-California waste tire rubber, the Department of Resources Recycling and Recovery may require the Grantee to return grant funds up to the amount of the grant award, and that the Grantee may seek reimbursement from the above-named binder supplier or contractor/hot mix manufacturer for the tire rubber material costs.

Signature of Authorized Signer for Binder Supplier, Contractor/RAC Manufacturer or Grantee	Title

Footnotes

1. **Postconsumer Material** – comes from products that were bought by consumers, used, and then recycled. For example, a newspaper that has been purchased and read, then recycled, and used to make another product would be postconsumer material.
2. **Secondary Material** – consists of fragments of finished products of a manufacturing process or manufacturer's scrap (i.e. off-specification material). These materials are recycled prior to reaching a consumer. Therefore, this material would be secondary material (also referred to as preconsumer or postindustrial material) as opposed to postconsumer material.
3. **Total Percent** – the sum of the Postconsumer Material column and the Secondary Material column must equal 100 percent.

For more information, please see www.calrecycle.ca.gov/BuyRecycled/

To locate recycled-content products search www.calrecycle.ca.gov.rcp

SECTION NO. 13 - BID PROPOSAL FORMS

Bid Proposal Checklist
Bid Proposal Form
Bid Proposal Guarantee
Drug Free Workplace Policy and Affidavit
List of Subcontractors
Non-Discrimination in Employee Benefits Ordinance Certification
Minimum Qualifications Questionnaire
Equal Employment Opportunity Certification
Public Contract Code Section 10285.1 Statement
Public Contract Code Section 10162 Questionnaire
Public Contract Code Section 10232 Statement
Non Collusion Affidavit
Debarment and Suspension Certification
Nonlobbying Certification for Federal-Aid Contracts
Disclosure of Lobbying Activities Form and Instructions
Local Agency Bidder - UDBE Commitment (Exhibit 15-G(1))
UDBE Information – Good Faith Efforts (Exhibit 15-H)
Local Agency Bidder - DBE Information (Exhibit 15-G(2))
Data Universal Numbering System (DUNS) Number
Excerpts from the California Labor Code Relating to Apprentices on Public Works
Green Contracting Survey
Title VI Language

Exhibit 15-G1 Local Agency Bidder UDBE Commitment (Construction Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: City of Sacramento LOCATION: Sacramento, CA

PROJECT DESCRIPTION: 2011 Street Overlay Project

TOTAL CONTRACT AMOUNT: \$ 2,858,992.71

BID DATE: February 8th, 2012

BIDDER'S NAME: A. Teichert & Son, Inc. DBA Teichert Construction

CONTRACT UDBE GOAL: 9.96 %

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	Cert. No. of UDBE AND EXPIRATION DATE	NAME OF UDBEs (Must be certified on the date bids are opened - include UDBE address and phone number)	DOLLAR AMOUNT UDBE
7	Supply Asphalt Oil	#22999	Black Diamond Asphalt, Inc. 118 Main Street Vacaville, CA 95688 (707)448-9402	\$151,326.72
9	Supply Asphalt Oil	Exp: 6/2014		\$99,185.01
7	Haul Rubberized AC	#7974	Chavez Trucking 955 Vaughn Road Dixon, CA 95620 (707)678-0514	\$23,692.08
8	Haul Dense AC	Exp. 2/2013		\$13,794.82

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all information is complete and accurate.

Jose P. Ledesma _____
 Print Name Signature Date
 Local Agency Representative

(Area Code) Telephone Number: _____

For Caltrans Review:

_____ _____ _____
 Print Name Signature Date
 Caltrans District Local Assistance Engineer

Total Claimed Participation \$ **287,998.63**

10.073 %

Gary Johns
 Signature of Bidder
 Gary Johns Senior Estimating Manager

2-14-2012 (530) 406-4200
 Date (Area Code) Tel. No.

John Gale
 Person to Contact (Please Type or Print)

Local Agency Bidder - UDBE Commitment (Rev 3/09)

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to

Exhibit 15-G2 Local Agency Bidder DBE Information (Construction Contracts)
 (Inclusive of all DBEs including the UDBEs listed at bid proposal)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: City of Sacramento LOCATION: Sacramento, CA

PROJECT DESCRIPTION: 2011 Street Overlay Project

TOTAL CONTRACT AMOUNT: \$ 2,858,992.71

BID DATE: February 8th, 2012

BIDDER'S NAME: A. Teichert & Son, Inc. DBA Teichert Construction

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
7	Supply Asphalt Oil	#22999	Black Diamond Asphalt, Inc. 116 Main Street Vacaville, CA 95688 (707)448-9402	\$151,326.72
9	Supply Asphalt Oil	Exp. 6/2014		\$99,185.01
7	Haul Rubberized AC	#7974	Chavez Trucking 855 Vaughn Road Dixon, CA 95620 (707)678-0514	\$23,692.08
8	Haul Dense AC	Exp. 2/2013		\$13,794.82

<p>For Local Agency to Complete:</p> <p>Local Agency Contract Number: _____</p> <p>Federal Aid Project Number: _____</p> <p>Federal Share: _____</p> <p>Contract Award Date: _____</p> <p>Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.</p> <p><u>Jose P. Pedraza</u> <u>[Signature]</u> <u>2-15-12</u> Print Name Signature Date Local Agency Representative</p> <p>(Area Code) Telephone Number: _____</p>	<p>Total Claimed Participation \$ 287,998.63</p> <p>10.073 %</p> <p><u>[Signature]</u> Signature of Bidder Gary Johns Senior Estimating Manager</p> <p>2-14-2012 (530) 406-4200 Date (Area Code) Tel. No.</p> <p>John Gale Person to Contact (Please Type or Print)</p>
<p>For Caltrans Review:</p> <p>Print Name _____ Signature _____ Date _____ Caltrans District Local Assistance Engineer</p>	<p>Local Agency Bidder DBE Information (Rev. 3/09)</p>

Distribution: (1) Copy -- Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.
 (2) Copy -- Include in award package to Caltrans District Local Assistance
 (3) Original -- Local agency files

BID PROPOSAL CHECKLIST

The following items are required to be submitted as part of the bid proposal. Failure to do so will result in the bid being declared not responsive.

<u>Included</u> <u>Please (√)</u>	<u>Pages</u>
<input type="checkbox"/> Bid Proposal Form	1 – 5
<input type="checkbox"/> Bid Proposal Guarantee	1 only
<input type="checkbox"/> Drug Free Work Place Certification	1 only
<input type="checkbox"/> List of Subcontractors	1 only
<input type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
<input type="checkbox"/> Minimum Qualifications Questionnaire	1 – 6
<input type="checkbox"/> Equal Employment Opportunity Certification	1 only
<input type="checkbox"/> Public Contract Code Section 10285.1 Statement and Public Contract Code Section 10162 Questionnaire	1 only
<input type="checkbox"/> Public Contract Code Section 10232 Statement	1 only
<input type="checkbox"/> Non Collusion Affidavit	1 only
<input type="checkbox"/> Debarment and Suspension Certification	1 only
<input type="checkbox"/> Non-lobbying Certification for Federal-Aid Contracts	1 only
<input type="checkbox"/> Disclosure of Lobbying Activities Form and Instructions	1 - 2
<input type="checkbox"/> Local Agency Bidder – UDBE Commitment (Exhibit 15-G(1))*	1 - 2
<input type="checkbox"/> UDBE Information – Good Faith Efforts (Exhibit 15-H)*	1 - 2
<input type="checkbox"/> Local Agency Bidder – DBE Information (Exhibit 15-G(2))*	1 - 2
<input type="checkbox"/> Data Universal Numbering System (DUNS) Number	1 only

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

2011 STREET OVERLAY PROJECT (PN: R15112021)

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	PAVEMENT KEYCUTTING (8' WIDE)	15,885	LF	\$ 0 ⁸⁰	\$ 12,708 ⁰⁰
2	PLANED PAVEMENT CONFORMS	2,035	SY	\$ 1 ³⁵	\$ 2,747 ²⁵
3	PAVEMENT PLANING (1.0")	49,665	SY	\$ 1 ⁴⁰	\$ 69,531 ⁰⁰
4	PAVEMENT PLANING (2.0")	16,013	SY	\$ 2 ⁸⁰	\$ 44,836 ⁴⁰
5	PAVEMENT PLANING (2.25" & 2.5")	42,656	SY	\$ 3 ⁴⁰	\$ 145,030 ⁴⁰
6	BASE REPAIR	300	TN	\$ 145 ⁰⁰	\$ 43,500 ⁰⁰
7	RUBBERIZED ASPHALT CONCRETE OVERLAY TO PLACE	6,144	TN	\$ 106 ⁰⁰	\$ 651,264 ⁰⁰
8	ASPHALT CONCRETE OVERLAY TO PLACE	3,121	TN	\$ 101 ⁵⁰	\$ 316,781 ⁵⁰
9	RHMA-G (BONDED WEARING COURSE)	4,027	TN	\$ 140 ⁰⁰	\$ 563,780 ⁰⁰
10	EMULSION (BONDED WEARING COURSE)	76	TN	\$ 920 ⁰⁰	\$ 69,920 ⁰⁰
11	MAINTENANCE HOLE TO LOWER	136	EA	\$ 340 ⁰⁰	\$ 46,240 ⁰⁰
12	MAINTENANCE HOLE TO RAISE	161	EA	\$ 540 ⁰⁰	\$ 86,940 ⁰⁰
13	AT&T AND SMUD MAINTENANCE HOLE TO LOWER	10	EA	\$ 665 ⁰⁰	\$ 6,650 ⁰⁰

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
14	AT&T AND SMUD MAINTENANCE HOLE TO RAISE	15	EA	\$ 700 ⁰⁰	\$ 10,500 ⁰⁰
15	MAINTENANCE HOLE CASTING TO SUPPLY AND INSTALL	21	EA	\$ 1,200 ⁰⁰	\$ 25,200 ⁰⁰
16	WATER VALVE BOX TO LOWER	163	EA	\$ 235 ⁰⁰	\$ 38,305 ⁰⁰
17	WATER VALVE BOX TO RAISE	197	EA	\$ 300 ⁰⁰	\$ 59,100 ⁰⁰
18	TRAFFIC STRIPE (4" & 6") TO REMOVE	46,369	LF	\$ 0 ³⁴	\$ 15,765 ⁴⁶
19	TRAFFIC STRIPE (8") TO REMOVE	2,527	LF	\$ 0 ⁴⁰	\$ 1,010 ⁸⁰
20	TRAFFIC STRIPE (12") TO REMOVE	9,836	LF	\$ 2 ⁶⁰	\$ 25,573 ⁶⁰
21	PAVEMENT MARKINGS TO REMOVE	3,786	SF	\$ 2 ⁶⁰	\$ 9,843 ⁶⁰
22	RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE	2,898	EA	\$ 2 ⁸⁰	\$ 8,114 ⁴⁰
23	THERMOPLASTIC STRIPE (4") TO PLACE	44,466	LF	\$ 0 ⁴⁰	\$ 17,786 ⁴⁰
24	THERMOPLASTIC STRIPE (6") TO PLACE	1,903	LF	\$ 0 ⁶⁰	\$ 1,141 ⁸⁰
25	THERMOPLASTIC STRIPE (8") TO PLACE	2,527	LF	\$ 0 ⁸⁰	\$ 2,021 ⁶⁰
26	THERMOPLASTIC STRIPE (12") TO PLACE	9,836	LF	\$ 3 ⁰⁰	\$ 29,508 ⁰⁰
27	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	3,786	SF	\$ 4 ⁰⁰	\$ 15,144 ⁰⁰
28	SIGNS TO PLACE (POST REQUIRED)	5	EA	\$ 235 ⁰⁰	\$ 1,175 ⁰⁰
29	SIGNS TO PLACE (POST NOT REQUIRED)	27	EA	\$ 175 ⁰⁰	\$ 4,725 ⁰⁰
30	CHANGEABLE MESSAGE SIGN TO INSTALL	18	EA	\$ 1,000 ⁰⁰	\$ 18,000 ⁰⁰

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
31	6' X 6' DETECTOR LOOP TO INSTALL	59	EA	\$ 510 ⁰⁰	\$ 30,090 ⁰⁰
32	DETECTOR HANDHOLE TO INSTALL	26	EA	\$ 445 ⁰⁰	\$ 11,570 ⁰⁰
33	1-1/2" CONDUIT TO INSTALL	855	LF	\$ 12 ²⁰	\$ 10,431 ⁰⁰
34	2" CONDUIT TO INSTALL	4,070	LF	\$ 13 ²⁰	\$ 53,724 ⁰⁰
35	3" CONDUIT TO INSTALL	1,730	LF	\$ 19 ²⁵	\$ 33,302 ⁵⁰
36	2-2" CONDUIT TO INSTALL	2,190	LF	\$ 28 ⁵⁰	\$ 62,415 ⁰⁰
37	DETECTOR LEAD-IN CABLE TO INSTALL	16,410	LF	\$ 1 ¹⁰	\$ 18,051 ⁰⁰
38	DETECTOR LEAD-IN CABLE TO REMOVE	11	EA	\$ 280 ⁰⁰	\$ 3,080 ⁰⁰
39	PULL BOX NO. 5 TO INSTALL	29	EA	\$ 760 ⁰⁰	\$ 22,040 ⁰⁰
40	PULL BOX NO. 6 TO INSTALL	31	EA	\$ 860 ⁰⁰	\$ 26,660 ⁰⁰
41	PULL BOX N48E TO INSTALL	6	EA	\$ 1,820 ⁰⁰	\$ 10,920 ⁰⁰
42	INSTALL NO. 10 THW CONDUCTOR	6,960	LF	\$ 0 ⁸⁵	\$ 5,916 ⁰⁰
43	IN-PAVEMENT LED ROADWAY MARKER	1	LS	\$ 29,000 ⁰⁰	\$ 29,000 ⁰⁰
44	VIDEO DETECTION CAMERA SYSTEM TO INSTALL	16	EA	\$ 9,650 ⁰⁰	\$ 154,400 ⁰⁰
45	NETWORK SWITCH SYSTEM TO INSTALL	10	EA	\$ 2,825 ⁰⁰	\$ 28,250 ⁰⁰
46	INTEGRATION OF DETECTOR LOOP AND VIDEO DETECTION	10	EA	\$ 1,230 ⁰⁰	\$ 12,300 ⁰⁰
47	INSTALL TRAFFIC SIGNAL CABINET AND CONTROLLER	1	EA	\$ 4,000 ⁰⁰	\$ 4,000 ⁰⁰

(F) – denotes final pay quantity

CONTRACTOR NAME: TEICHERT CONSTRUCTION TOTAL \$ 2,858,992⁷¹

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

(\$ 10% of Bid Amount) not less than ten percent (10%) of amount Bid Proposal

_____ CERTIFIED CHECK
_____ CASHIER'S CHECK
XXX BID BOND
_____ MONEY ORDER
_____ OTHER SECURITY

CONTRACTOR:
By Gary Johns
(Signature)

Gary Johns
(Print or Type)

Title Estimating Manager
Address PO Box 1890
Davis, CA 95617
Telephone No. 530-406-4200

Fax No. 530-406-4299

Email Address gjohns@teichert.com

Date 2/8/2012

FOR CITY USE ONLY

Bid Bond Security	
<input type="checkbox"/> Properly Signed	<input type="checkbox"/> Improperly Signed
<input type="checkbox"/> Not Included	<input type="checkbox"/> Not Required
Type of Deposit	
<input checked="" type="checkbox"/> Bid Bond	<input type="checkbox"/> Cashier/Certified Check
<input type="checkbox"/> Other	Initial: <u>VE</u>

Contractor's License No. 8 Type A B C16 C27 C57 HAZ ASB

Expiration Date 04/30/2013

Tax I.D. Nos. - Fed. 68-0174245 State California

City of Sacramento Business Operation Tax Certificate No. 100870
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE _____ Cert # _____

SBE _____ Cert # _____

UDBE _____ Cert # _____

M/WBE _____ Cert # _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

BRADLEY N. WRIGHT, JEAN L. NEU, ERIN BAUTISTA, BRYAN D. MARTIN, FRANCES M. MURPHY, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWO HUNDRED MILLION AND 00/100** DOLLARS (\$ **200,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts, Section 5, Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments, and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 23rd day of March, 2011.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY



On this 23rd day of March, 2011, before me a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company, that he knows the seal of said corporation and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate, and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 2nd day of February, 2012.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage note, loan, letter of credit, bank deposit, currency rate, interest rate or resale value guarantees

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

***BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.***

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION:

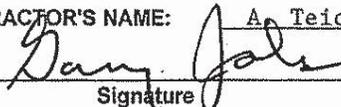
Date	Violation Type	Place of Occurrence
------	----------------	---------------------

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: A. Teichert & Son Inc. dba Teichert Construction
BY:  Estimating Manager Date: 2/8/2012
Signature Title

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).





**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
5730 24TH St, Bldg 1
Sacramento, CA 95822
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

QUESTIONNAIRE

NOTICE: For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to "your firm" shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?

Yes

No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

Yes

No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

Yes

No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes

No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: $(N/EH) \times 200,000$, where

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)
EH = total hours worked by all employees during the calendar year
200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes

No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at 24207 County Road 100A Davis, CA 95617 on 2/5/2012
(Location) (Date)

Signature: Gary Johns

Print name: Gary Johns

Title: Estimating Manager

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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 XX 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 Bid. Signing this Bid 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 XX

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

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of Sacramento
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.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or bid, 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 bid 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»

RELIABLE CONTRACTOR DECLARATION

CalRecycle 188 (Revised 3/10)

This form must be completed and submitted to the Department of Resources Recycling and Recovery (CalRecycle) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

This form is intended to help the CalRecycle's Grantees comply with the Unreliable List requirement of their Terms and Conditions.

The Unreliable List provision requires the following:

Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to CalRecycle a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page, or refer to www.calregs.com

Please return the completed form(s) to:

Department of Resources Recycling and Recovery
Name of your Grant Program
Attn: Name of your Grant Manager
P.O. Box 4025
Sacramento, CA 95812-4025

GRANTEE INFORMATION	
GRANTEE NAME: City of Sacramento	GRANT NUMBER: TR131-09-5
PRIMARY CONTACT NAME: Greg Smith	
CONTRACTOR INFORMATION	
CONTRACTOR NAME: A. Teichert & Son Inc. dba Teichert Construction	
AUTHORIZED CONTRACTOR REPRESENTATIVE NAME: Gary Johns	
MAILING ADDRESS: PO Box 1890 Davis, CA 95617-1890	
As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.	
<i>Gary Johns</i> Signature	2/8/2012 Date

Records Act, (Chapter 3.5 (commencing with Section 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798), Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(j) This section shall remain in effect only until January 1, 2003, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2003, deletes or extends that date.

1776. (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis: (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request. (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. These stipulations shall fix the responsibility for compliance with this section on the prime contractor.

(i) The director shall adopt rules consistent with the California Public

Records Act, (Chapter 3.5 (commencing with Section 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798), Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(j) This section shall become operative January 1, 2003.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either (1) the apprenticeship standards and apprentice agreements under which he or she is training or (2) the rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in

(2) At the conclusion of each fiscal year, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows: (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made. (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program. (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of administering this subdivision. (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which fund is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the division in administering this subdivision.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

1777.6. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

1777.7. (a) (1) A contractor or subcontractor that is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding one hundred dollars (\$100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Chief if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars (\$300) for each full calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed by the Chief, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due. (2) In lieu of the penalty provided for in this subdivision, the Chief may, for a first-time violation and with the concurrence of an apprenticeship program described in subdivision (d), order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(b) In the event a contractor or subcontractor is determined by the Chief to have knowingly committed a serious violation of any provision of Section 1777.5, the Chief may also deny to the contractor or subcontractor, and to its responsible officers, the right to bid on or be awarded or perform work as a subcontractor on any public works contract for a period of up to one year for the first violation and for a period of up to three years for a second or subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Chief becomes a final order of the Administrator of Apprenticeship.

(c) (1) An affected contractor, subcontractor, or responsible officer may obtain a review of the determination of the Chief imposing the debarment or civil penalty by transmitting a written request to the office of the Administrator within 30 days after service of the determination of debarment or civil penalty. A copy of this request shall also be served on the Chief. If the Administrator does not receive a timely request for review of the determination of debarment or civil penalty made by the Chief, the order shall become the final order of the Administrator. (2) Within 20 days of the timely receipt of a request for review, the Chief shall provide the contractor, subcontractor, or responsible officer the opportunity to review any evidence the Chief may offer at the hearing. The Chief shall also promptly disclose any nonprivileged documents obtained after the 20-day time limit at a time set forth for exchange of evidence by the Administrator. (3) Within 90 days of the timely receipt of a request for review, a hearing shall be commenced before the Administrator or an impartial hearing officer designated by the Administrator and possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The affected contractor, subcontractor, or responsible officer shall have the burden of providing evidence of compliance with Section 1777.5. (4) Within 45 days of the conclusion of the hearing, the Administrator shall issue a written decision affirming, modifying, or dismissing the determination of debarment or civil penalty. The decision shall contain a statement of the factual and legal basis for the decision and an order. This decision shall be served on all parties and the awarding body pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party that the party has filed with the Administrator. Within 15 days of issuance of the decision, the Administrator may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time. (5) An affected contractor, subcontractor, or responsible officer who has timely requested review and obtained a decision under paragraph (4) may obtain review of the decision of the Administrator by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the final decision. If no timely petition for a writ of mandate is filed, the decision shall become the final order of the

Green Contracting Survey (Voluntary)

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the *(Recipient)* or the *(Name of Appropriate Administration)* may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the *(Recipient)* to enter into such litigation to protect the interests of the *(Recipient)*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS

Chapter 1 of Division 2 APPRENTICES ON PUBLIC WORKS

1773.3. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct. (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis: (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request. (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public

the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent. (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5. (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis. (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

Administrator. The decision of the Administrator shall be affirmed unless the petitioner shows that the Administrator abused his or her discretion. If the petitioner claims that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in light of the entire record. (6) The Chief may certify a copy of the final order of the Administrator and file it with the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order. A judgment entered pursuant to this section shall bear the same rate of interest and shall have the same effect as other judgments and be given the same preference allowed by the law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section. An awarding body that has withheld funds in response to a determination by the Chief imposing a penalty under this section shall, upon receipt of a certified copy of a final order of the Administrator, promptly transmit the withheld funds, up to the amount of the certified order, to the Administrator.

(d) If a subcontractor is found to have violated Section 1777.5, the prime contractor of the project is not liable for any penalties under subdivision (a), unless the prime contractor had knowledge of the subcontractor's failure to comply with the provisions of Section 1777.5 or unless the prime contractor fails to comply with any of the following requirements: (1) The contract executed between the contractor and the subcontractor or the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815. (2) The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of Section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor. (3) Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due the subcontractor for work performed on the public works project until the failure is corrected. (4) Prior to making the final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

(e) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.

(f) The Chief shall consider, in setting the amount of a monetary penalty, in determining whether a violation is serious, and in determining whether and for how long a party should be debarred for violating this section, all of the following circumstances: (1) Whether the violation was intentional. (2) Whether the party has committed other violations of Section 1777.5. (3) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation. (4) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices. (5) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs. If a party seeks review of a decision by the Chief to impose a monetary penalty or period of debarment, the Administrator shall decide de novo the appropriate penalty, by considering the same factors set forth above.

(g) The interpretation of Section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council. The Administrator may adopt regulations to establish guidelines for the imposition of monetary penalties and periods of debarment and may designate precedential decisions under Section 11425.60 of the Government Code.

NOTE: THE ABOVE CALIFORNIA LABOR CODE SECTIONS ARE AVAILABLE FROM THE INTERNET @ www.dir.ca.gov/.

DAS 10 (Rev. 04-02)

Green Contracting Survey (Voluntary)

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.

Title VI Language – Federal-Aid Projects

"Administering Agency hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award."

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations:

The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination:

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports:

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance:

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions:

**SECTION NO. 14 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION
CONTRACTS**

Final Report of Utilization of Disadvantaged Businesses (Exhibit 17-F)
Disadvantaged Business Enterprises (DBE) Certification Status (Exhibit 17-O)
Bidders List (Exhibit 12-G)

SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section I-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

a. Describe the role of the MBE firm in the joint venture.

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question

6.).

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

(Exclusive of Appalachian Contracts)

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL)

as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such

records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by

submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. Any person who fails to file the required certification shall

Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. 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 recipients shall certify and disclose accordingly.

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISION. -- As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be _____.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerks-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some

offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training. Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein.

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

STATE OF CALIFORNIA -- DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE
CP-CEM-2403(F) (Rev. 10/09)

CONTACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPETITION DATE
PRIME CONTRACTOR	BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT	

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.
Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION DATE
				\$	Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
-------------------------------------	-------	-----------------------	------

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
-------------------	-----------------------	------

DISTRIBUTION
Original copy -DLAE
Copy -1) Business Enterprise Program 2) Prime Contractor 3) Local Agency 4) Resident Engineer

Bidder's list

In accordance with Section 9.4 Local Agency DBE Program of Chapter 9, Civil Rights and Disadvantaged Business Enterprises, each local agency is required to create and maintain a bidders list containing information about all DBE and non-DBE firms that bid or quote on the local agency's federal-aid construction contracts.

The required bidders list is to include the name, address, DBE/non-DBE status, date established and annual gross receipts of the firms. Exhibit 12-G "Bidder's List of Subcontractors (DBE and Non-DBE)". Attached, please find the following forms:

- (a) "Bidder's List of Subcontractors (Part 1)" is required in accordance with Section 2-1.054 of the Caltrans Standard Specifications, and
- (b) "Bidder's List of Subcontractors (Part 2)" of those providing a quote or bid, but not selected, which is needed to compile a bidders list.

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP		Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE's)
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City, State ZIP		Fax	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City, State ZIP		Fax	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City, State ZIP		Fax	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City, State ZIP		Fax	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

EXHIBIT 12-G
Bidder's List of Subcontractors (DBE and Non-DBE)

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP		Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

NAME OF YOUR COMPANY A. Teichert & Son Inc.	CONTRACTOR'S STATE LICENSE NO. 8
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE P.O. Box 1890, Davis CA 95617-1890	AREA CODE & TELEPHONE NO. (530) 406-4200
NAME & ADDRESS OF PUBLIC WORKS PROJECT 2011 Street Overlay Project; PN:R15112021 Bell Ave., Stockton Blvd., South Land Park Dr., Havenside Dr., 8th St., Riverside Blvd., Del Paso Blvd., Fulton Ave., Sacramento, California	DATE YOUR CONTRACT EXECUTED February 23, 2012
	DATE OF EXPECTED OR ACTUAL START OF PROJECT March 12, 2012
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT City of Sacramento 915 I Street, Room 2000 Sacramento CA 95814	ESTIMATED NUMBER OF JOURNEYMEN HOURS 1,793.91
	OCCUPATION OF APPRENTICE Operating Engineer
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S)) Operating Engineers Joint Apprenticeship Committee 14738 Cantova Way Sloughouse CA 95683	ESTIMATED NUMBER OF APPRENTICE HOURS 179.39
	APPROXIMATE DATES TO BE EMPLOYED 3/12/12 – 5/04/12

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the Operating Engineers Joint Apprentice Committee Apprenticeship Committee. We will employ and train under their Standards. Enter Name of the Committee

2. We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter Name of the Committee

3. We will employee and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1(c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature  Date 2/22/12

Typed Name Jeanette Younger

Title Contract Administrator

**State of California – Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**

PLACE STICKER ON TOP OF MAILPIECE TO THE RIGHT OF THE POSTAL ADDRESS AND ZIP CODE LINE
CERTIFIED MAIL



7009 2820 0001 3866 0473
 7009 2820 0001 3866 0473

U.S. Postal Service
CERTIFIED MAIL RECEIPT
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OFFICIAL USE

Postage	\$.45
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.75

Postmark Here
 2/22/12

Sent To
 Operating Engineers JT Appren Comm
 Street, Apt. No. 14738 Cantova way
 or PO Box No.
 City, State, ZIP+4 Sloughhouse CA 95683

PS Form 3800, August 2003 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: Operating Engineers Joint Apprentice Committee 14738 Cantova way Sloughhouse CA 95683</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7009 2820 0001 3866 0473</p>	



DATE: February 22, 2012

TO: Laborers Joint Apprenticeship Committee
1001 Westside Drive
San Ramon CA 94583-4098

RE: Contract Award Information

2011 Street Overlay Project; PN:R15112012 - Teichert Job No. 1301027

We enclose herewith

Forward to us immediately

1 Copies of the following

Contract Agreement

Subcontract Agreement

Shop Drawings

List of Materials

Change Order

Submittal

EEO Letter

Payroll Affidavit

DAS 140 – Contract Award Information

Insurance Certificate

Daily Extra Work Bills

Executed

Approved

Unapproved

For approval

For your signature

For your use

For correction

Remarks:


By: Jeanette Younger
Contract Administrator

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

<small>NAME OF YOUR COMPANY</small> A. Teichert & Son Inc.	<small>CONTRACTOR'S STATE LICENSE NO.</small> 8
<small>MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE</small> P.O. Box 1890, Davis CA 95617-1890	<small>AREA CODE & TELEPHONE NO.</small> (530) 406-4200
<small>NAME & ADDRESS OF PUBLIC WORKS PROJECT</small> 2011 Street Overlay Project; PN:R15112021 Bell Ave., Stockton Blvd., South Land park Dr., Havenside Dr., 8th St., Riverside Blvd., Del Paso Blvd., Fulton Ave., Sacramento, California	<small>DATE YOUR CONTRACT EXECUTED</small> February 23, 2012
	<small>DATE OF EXPECTED OR ACTUAL START OF PROJECT</small> March 12, 2012
<small>NAME & ADDRESS OF PUBLIC AGENCY AWARDDING CONTRACT</small> City of Sacramento 915 I Street, Room 2000 Sacramento CA 95814	<small>ESTIMATED NUMBER OF JOURNEYMEN HOURS</small> 4,599.62
	<small>OCCUPATION OF APPRENTICE</small> Laborer
<small>THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))</small> Laborers Joint Apprenticeship Committee 1001 Westside Drive San Ramon CA 94583-4098	<small>ESTIMATED NUMBER OF APPRENTICE HOURS</small> 229.98
	<small>APPROXIMATE DATES TO BE EMPLOYED</small> 3/12/-12 – 5/04/12

This is not a request for dispatch of apprentices.

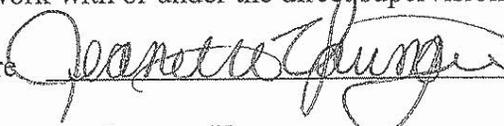
Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the Laborers Joint Apprentice Committee
 Apprenticeship Committee. We will employ and train under their Standards. Enter Name of the Committee

2. We will comply with the standards of _____
 Apprenticeship Committee for the duration of this job only. Enter Name of the Committee

3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1(c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature  Date 2/22/12

Typed Name Jeanette Younger

Title Contract Administrator

State of California – Department of Industrial Relations DIVISION
 OF APPRENTICESHIP STANDARDS

PLACE STICKER TOP OF ENVELOPE OR FRONT OF THE RETURN ADDRESS FOLD AT TOP EDG

CERTIFIED MAIL



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U.S. Postal Service
CERTIFIED MAIL - RECEIPT
(Domestic Mail Only - No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.45
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.75

Postmark
Here
2/22/12

Sent To
Labors Joint Apprenticeship Committee
 Street, Apt. No. or PO Box No. **1001 Westside Dr**
 City, State, ZIP+4 **San Ramon CA 94583-4098**

PS Form 3800, August 2005 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Labors Joint Apprenticeship Committee
1001 Westside Dr
San Ramon CA 94583-4098

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
X

B. Received by (*Printed Name*) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (*Extra Fee*) Yes

2. Article Number (Transfer from service) **7009 2820 0001 3866 0480**



DATE: February 22, 2012

TO: Northern California Cement Masons
Joint Apprenticeship Training Committee
2350 Santa Rita Road
Pleasanton CA 94566

RE: Contract Award Information

2011 Street Overlay Project; PN:R15112012 - Teichert Job No. 1301027

We enclose herewith

Forward to us immediately

1 Copies of the following

Contract Agreement

Subcontract Agreement

Shop Drawings

List of Materials

Change Order

Submittal

EEO Letter

Payroll Affidavit

DAS 140 – Contract Award Information

Insurance Certificate

Daily Extra Work Bills

Executed

Approved

Unapproved

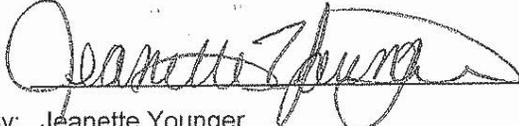
For approval

For your signature

For your use

For correction

Remarks:


By: Jeanette Younger
Contract Administrator

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

NAME OF YOUR COMPANY A. Teichert & Son Inc.	CONTRACTOR'S STATE LICENSE NO. 8
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE P.O. Box 1890, Davis CA 95617-1890	AREA CODE & TELEPHONE NO. (530) 406-4200
NAME & ADDRESS OF PUBLIC WORKS PROJECT 2011 Street Overlay Project; PN:R15112021 Bell Ave., Stockton Blvd., South Land Park Dr., Havenside Dr., 8th St., Riverside Blvd., Del Paso Blvd., Fulton Ave., Sacramento California	DATE YOUR CONTRACT EXECUTED February 23, 2012
	DATE OF EXPECTED OR ACTUAL START OF PROJECT March 12, 2012
NAME & ADDRESS OF PUBLIC AGENCY AWARDDING CONTRACT City of Sacramento 915 I Street, Room 2000 Sacramento Ca 95814	ESTIMATED NUMBER OF JOURNEYMEN HOURS -0-
	OCCUPATION OF APPRENTICE Cement Mason
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S)) Northern California Cement Masons Joint Apprenticeship Training Committee 2350 Santa Rita Road Pleasanton CA 94566	ESTIMATED NUMBER OF APPRENTICE HOURS -0-
	APPROXIMATE DATES TO BE EMPLOYED 3/12/12 – 5/04/12

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the No. Calif Cement Masons Jt App. Training Committee Apprenticeship Committee. We will employ and train under their Standards. Enter Name of the Committee
2. We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter Name of the Committee
3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1(c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature

Jeanette Younger Date 2/22/12

Typed Name

Jeanette Younger

Title

Contract Administrator

State of California – Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. VOID ANY OTHER LINE.

CERTIFIED MAIL



7009 2820 0001 3866 0497

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.45
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.75

Postmark Here
 2/22/12

Sent To
 No Cal Cement Masons Jt Appren Train Comm
 Street, Apt. No., or PO Box No. 2350 Santa Rita Rd
 City, State, ZIP+4 Pleasanton CA 94566

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Northern California Cement
 Masons Joint Apprenticeship
 Training Committee
 2350 Santa Rita Rd
 Pleasanton CA 94566

2. Article Number
 (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
 X Agent
 Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

7009 2820 0001 3866 0497



DATE: February 22, 2012

TO: Carpenters Training Committee
For Northern California
2350 Santa Rita Road
Pleasanton CA 94566-4190

RE: Contract Award Information
2011 Street Overlay Project; PN:R15112012 - Teichert Job No. 1301027

We enclose herewith

Forward to us immediately

1 Copies of the following

Contract Agreement

Subcontract Agreement

Shop Drawings

List of Materials

Change Order

Submittal

EEO Letter

Payroll Affidavit

DAS 140 – Contract Award Information

Insurance Certificate

Daily Extra Work Bills

Executed

Approved

Unapproved

For approval

For your signature

For your use

For correction

Remarks:


By: Jeanette Younger
Contract Administrator

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

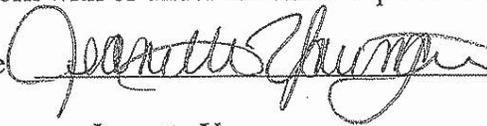
NAME OF YOUR COMPANY A. Teichert & Son Inc.	CONTRACTOR'S STATE LICENSE NO. 8
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE P.O. Box 1890, Davis CA 95617-1890	AREA CODE & TELEPHONE NO. (530) 406-4200
NAME & ADDRESS OF PUBLIC WORKS PROJECT 2011 Street Overlay Project; PN:R15112021 Bell Ave., Stockton Blvd., South Land Park Dr., Havenside Dr., 8th St., Riverside Blvd., Del Paso Blvd., Fulton Ave., Sacramento, California	DATE YOUR CONTRACT EXECUTED February 23, 2012
	DATE OF EXPECTED OR ACTUAL START OF PROJECT March 12, 2012
NAME & ADDRESS OF PUBLIC AGENCY AWARDCING CONTRACT City of Sacramento 915 I Street, Room 2000 Sacramento CA 95814	ESTIMATED NUMBER OF JOURNEYMEN HOURS -0-
	OCCUPATION OF APPRENTICE Carpenter
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S)) Carpenters Training Committee for Northern California 2350 Santa Rita Road Pleasanton CA 94566-4190	ESTIMATED NUMBER OF APPRENTICE HOURS -0-
	APPROXIMATE DATES TO BE EMPLOYED 3/12/12 – 5/04/12

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the Carpenters Training Committee for Northern California Apprenticeship Committee. We will employ and train under their Standards. Enter Name of the Committee
2. We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter Name of the Committee
3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1(c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature  Date 2/22/12

Typed Name Jeanette Younger

Title Contract Administrator

State of California – Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS

PLACE STICKER ON TOP OF ENVELOPE TO THE RIGHT
 OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL

7009 2820 0001 3866 0503
 7009 2820 0001 3866 0503

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$.45
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.75

Postmark
 Here
 2/22/12

Sent to
 Carpenters Training Comm for No Cal
 Street, Apt. No.,
 or PO Box No. 2350 Santa Rita Rd
 City, State, ZIP+4
 Pleasanton CA 94566
 PS Form 3800, Article 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature</p> <p>X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Carpenters Training Committee for Northern California 2350 Santa Rita Rd Pleasanton, CA 94566</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p>7009 2820 0001 3866 0503</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>



DATE: February 22, 2012

TO: Teamsters
7120 E Parkway
Sacramento Ca 95823

RE: Contract Award Information

2011 Street Overlay Project; PN:R15112012 - Teichert Job No. 1301027

We enclose herewith

Forward to us immediately

1 Copies of the following

Contract Agreement

Subcontract Agreement

Shop Drawings

List of Materials

Change Order

Submittal

EEO Letter

Payroll Affidavit

DAS 140 -- Contract Award Information

Insurance Certificate

Daily Extra Work Bills

Remarks:

Executed

Approved

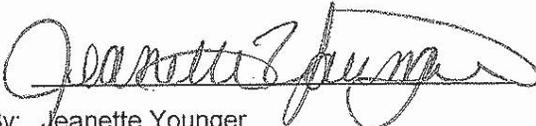
Unapproved

For approval

For your signature

For your use

For correction


By: Jeanette Younger
Contract Administrator

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

<small>NAME OF YOUR COMPANY</small> A. Teichert & Son Inc.	<small>CONTRACTOR'S STATE LICENSE NO.</small> 8
<small>MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE</small> P.O. Box 1890, Davis CA 95617-1890	<small>AREA CODE & TELEPHONE NO.</small> (530) 406-4200
<small>NAME & ADDRESS OF PUBLIC WORKS PROJECT</small> 2011 Street Overlay Project; PN:R15112021 Bell Ave., Stockton Blvd., South Land Park Dr., Havenside Dr., 8th St., Riverside Blvd., Del Paso Rd., Fulton Ave., Sacramento, California	<small>DATE YOUR CONTRACT EXECUTED</small> February 23, 2012
	<small>DATE OF EXPECTED OR ACTUAL START OF PROJECT</small> March 12, 2012
<small>NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT</small> City of Sacramento 915 I Street, Room 2000 Sacramento Ca 95814	<small>ESTIMATED NUMBER OF JOURNEYMEN HOURS</small> 270.69
	<small>OCCUPATION OF APPRENTICE</small> Teamster
<small>THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))</small> Teamsters 7120 E Parkway Sacramento Ca 95823	<small>ESTIMATED NUMBER OF APPRENTICE HOURS</small> -0-
	<small>APPROXIMATE DATES TO BE EMPLOYED</small> 3/12/12 – 5/04/12

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the _____
 Apprenticeship Committee. We will employ and train under their Standards. Enter Name of the Committee

2. We will comply with the standards of _____
 Apprenticeship Committee for the duration of this job only. Enter Name of the Committee

3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1(c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature

Jeanette Younger Date 2/22/12

Typed Name

Jeanette Younger

Title

Contract Administrator

State of California – Department of Industrial Relations DIVISION
 OF APPRENTICESHIP STANDARDS

PLEASE STICKER AT TOP OF ENVELOPE TO THE RIGHT
 OF THE RETURN ADDRESS, FOLD ALONG DOTTED LINE
CERTIFIED MAIL



7009 2820 0001 3866 0510
 7009 2820 0001 3866 0510

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$.45
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.75

Postmark
 Here
 2/20/12

Sent To

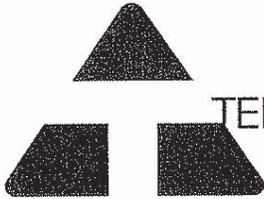
Teamsters

Street, Apt. No.,
or PO Box No. **7120 E Parkway**

City, State, ZIP+4 **Sacramento CA 95823**

PS Form 3811, August 2006 (See Back for Instructions)

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Teamsters 7120 E Parkway Sacramento CA 95823</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p>7009 2820 0001 3866 0510</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>



TEICHERT CONSTRUCTION

WOODLAND OFFICE
24207 County Road 100A
Davis, CA 95616-9410
P.O. Box 1890
Davis, CA 95617-1890
(530) 406-4200 c FAX (530) 406-4299

DATE: February 22, 2012

TO: Plumbers
5841 Newman Ct.
Sacramento CA 95819

RE: Contract Award Information
2011 Street Overlay Project; PN:R15112012 - Teichert Job No. 1301027

We enclose herewith

Forward to us immediately

1 Copies of the following

Contract Agreement

Subcontract Agreement

Shop Drawings

List of Materials

Change Order

Submittal

DAS 140 – Contract Award Information

Payroll Affidavit

Purchase Order

Insurance Certificate

Daily Extra Work Bills

Executed

Approved

Unapproved

For approval

For your signature

For your use

For correction

Remarks:

By: Jeanette Younger
Contract Administrator

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

NAME OF YOUR COMPANY A. Teichert & Son Inc.	CONTRACTOR'S STATE LICENSE NO. 8
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE P.O. Box 1890, Davis CA 95617-1890	AREA CODE & TELEPHONE NO. (530) 406-4200
NAME & ADDRESS OF PUBLIC WORKS PROJECT 2011 Street Overlay Project; PN:R15112021 Bell Ave., Stockton Blvd., South Land Park Dr., Havenside Dr., 8th St., Riverside Blvd., Del Paso Blvd., Fulton Ave., Sacramento California	DATE YOUR CONTRACT EXECUTED February 23, 2012
	DATE OF EXPECTED OR ACTUAL START OF PROJECT March 12, 2012
NAME & ADDRESS OF PUBLIC AGENCY AWARDDING CONTRACT City of Sacramento 915 I Street, Room 2000 Sacramento Ca 95814	ESTIMATED NUMBER OF JOURNEYMEN HOURS -0-
	OCCUPATION OF APPRENTICE Plumber
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S)) Plumbers 5841 Newman Ct Sacramento Ca 95819	ESTIMATED NUMBER OF APPRENTICE HOURS -0-
	APPROXIMATE DATES TO BE EMPLOYED 3/12/12 – 5/04/12

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the _____
 Apprenticeship Committee. We will employ and train under their Standards. Enter Name of the Committee

2. We will comply with the standards of _____
 Apprenticeship Committee for the duration of this job only. Enter Name of the Committee

3. We will employee and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1(c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature *Jeanette Younger* Date 2/20/12

Typed Name Jeanette Younger

Title Contract Administrator

State of California – Department of Industrial Relations DIVISION
 OF APPRENTICESHIP STANDARDS

PLACE STICKER ABOVE DELIVERY POINT, NOT IN FRONT OF THE MAIL. DO NOT WRITE OR SIGN OVER THIS LINE.
CERTIFIED MAIL



7009 2820 0001 3866 0527
 7009 9999 1000 3866 0527

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

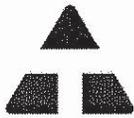
For delivery information, visit our website at www.usps.com
OFFICIAL USE

Postage	\$.45
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.75

Postmark here
 2/22/12

Sent To Plumbers
 Street, Apt. No., or PO Box No. 5841 Newman Ct
 City, State, ZIP+4 Sacramento CA 95819
 PS Form 3800, August 2005 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to: <u>Plumbers</u> <u>5841 Newman Ct</u> <u>Sacramento CA 95819</u></p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label) <u>7009 2820 0001 3866 0527</u></p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>



TEICHERT CONSTRUCTION

TIME & MATERIAL RATES

2011/12

EQUIPMENT

NOTE: Equipment Rates Include Markup But Are 'Bare' - No Labor Is Included (see below)
Additional Equipment surcharges may apply when rental costs exceed rates listed below.
Rates Do NOT Include Extra Charge For Working In Rock Conditions

		Rate Per Hour
PICKUPS	(Rates Include consumables and minor tools)	
ABF	Explorer 4wd, F150 4wd	14.00
ACA	F150 2wd 1/2 Ton Pickup	15.00
ACB	F250 & F350 Pickup	17.00
ACD	F350 2wd Pickup w/Utility Body	25.00
ACE	F550 Crew Truck & Cone Truck	25.00
ACF	F250 & F350 4wd Pickup	18.00
ACG	E450 TV Van Truck	24.00
ACH	F550 w/Utility Body Mechanics & Plumbers	26.00
DISCS		
DGH	Disc - Heavy Duty	79.00
PAVERS & TRIMMERS		
FBD	Asphalt Pavers, Cedarapids CR552	192.00
FCA	Gomaco Curb & Gutter Paver GT6300	213.00
FCB	Gomaco Curb & Gutter Paver GT3600	199.00
FTA	Gomaco Trimmer 8500	202.00
LCB	Pickup Machine, Lincoln 660H	76.00
TRACTORS / BACKHOES / LOADERS		
LBC	Loader, Scraper JD 210LJ & Case 570MXT	46.00
LBD	Loader, Backhoe JD 710G	67.00
LBF	Loader, Backhoe JD 410G	54.00
LBG	Loader, Volvo L90E	86.00
LBK	Loader, Cat 992D & Komatsu WA900	231.00
LBM	Loader, Volvo L120	92.00
LBO*	Loader, Cat 988, Komatsu WA600	138.00 *
	*When working in rock add per hour	20.00
LBP*	Loader, Volvo L150, Komatsu WA450	113.00 *
	*When working in rock add per hour	12.00
LBS	Skid Steer, Cat 246C	33.00
LBT*	Loader, Komatsu WA500	98.00 *
	*When working in rock add per hour	16.00
LTC	Loader, Cat 963	86.00

Rates effective from April 2011 through March 2012.

Teichert reserves the right to modify this schedule at any time. Teichert reserves the right to impose a fuel surcharge.

\$T\$M RATES 11-12 - Rev 04/21/11



TEICHERT CONSTRUCTION

TIME & MATERIAL RATES

2011/12

EQUIPMENT

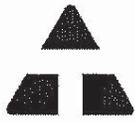
NOTE: Equipment Rates Include Markup But Are 'Bare' - No Labor Is Included (see below)
Additional Equipment surcharges may apply when rental costs exceed rates listed below.
Rates Do NOT Include Extra Charge For Working In Rock Conditions

		Rate Per Hour
MOTOR GRADERS (Blades)		
MHD*	Motor Grader, Cat 140G/12F	96.00 *
	<i>*When working in rock add per hour</i>	15.00
MHF*	Motor Grader, Cat 163H	118.00 *
	<i>*When working in rock add per hour</i>	20.00
MHG*	Motor Grader, Cat 14H	118.00 *
	<i>*When working in rock add per hour</i>	20.00
MHL*	Motor Grader, Cat 16H	139.00 *
	<i>*When working in rock add per hour</i>	30.00
ROLLERS/COMPACTORS		
RBH	Roller, Pneumatic, 10 Ton, IR PT125R	64.00
RBJ	Roller, Pneumatic, 30 Ton, IR PT240R	81.00
RCF	Roller, Tandem, 8-12 Ton, Hyster C350D	49.00
RKA*	Compactor, Cat 815F	128.00 *
	<i>*When working in rock add per hour</i>	20.00
RKB*	Compactor, Cat 825	182.00 *
	<i>*When working in rock add per hour</i>	30.00
RVC	Roller, Vibratory, Cat CB224E, CB24, CB32	49.00
RVD	Roller, Vibratory, IR DD110, DD118, Cat CB534D	76.00
RVL	Roller, Vibratory Smooth Drum, IR SD122SD	86.00
RVN	Roller, Vibratory Pad Drum, IR SD122PD	96.00
RVO	Roller, Vibratory Pad Drum, 66" Roller	70.00
EXCAVATORS		
SGD*	Excavator, Komatsu PC200	86.00 *
	<i>*When working in rock add per hour</i>	10.00
SGE*	Excavator, Komatsu PC220	107.00 *
	<i>*When working in rock add per hour</i>	10.00
SGF*	Excavator, Komatsu PC300	128.00 *
	<i>*When working in rock add per hour</i>	12.00
SGN*	Excavator, Komatsu PC400	160.00 *
	<i>*When working in rock add per hour</i>	15.00
SGO*	Excavator, Komatsu PC600	192.00 *
	<i>*When working in rock add per hour</i>	15.00
SGP*	Excavator, Komatsu PC750, PC800	288.00 *
	<i>*When working in rock add per hour</i>	20.00

Rates effective from April 2011 through March 2012.

Teichert reserves the right to modify this schedule at any time. Teichert reserves the right to impose a fuel surcharge.

\$T&M RATES 11-12 - Rev 04/21/11



TEICHERT CONSTRUCTION

TIME & MATERIAL RATES

2011/12

EQUIPMENT

NOTE: Equipment Rates Include Markup But Are 'Bare' - No Labor Is Included (see below)
Additional Equipment surcharges may apply when rental costs exceed rates listed below.
Rates Do NOT Include Extra Charge For Working In Rock Conditions

		Rate Per Hour
TOW-BEHIND TAMPERS		
TBD	Sheepsfoot- 4 X 4	22.00
TBE	Sheepsfoot- 5 X 5	27.00
DOZERS		
TDC	Crawler, Cat D5KXL	96.00
TDD*	Crawler, Cat D6R	120.00 *
	<i>*When working in rock add per hour</i>	10.00
TDM*	Crawler, Cat D8R, D8T	208.00 *
	<i>*When working in rock add per hour</i>	15.00
TDO*	Crawler, Cat D9R	234.00 *
	<i>*When working in rock add per hour</i>	20.00
TDJ*	Crawler, Cat D10R, D10T or Later	288.00 *
	<i>*When working in rock add per hour</i>	20.00
SCRAPERS		
TED	Tractor, Wheel w/ Rotoboom	64.00
TEM*	Tractor, JD w/ Scraper or Disc	160.00 *
	<i>*When working in rock add per hour</i>	15.00
TEG*	Scraper, Open Bowl, Cat 615	170.00 *
	<i>*When working in rock add per hour</i>	15.00
TEF*	Scraper, Open Bowl, Cat 631E	219.00 *
	<i>*When working in rock add per hour</i>	15.00
TEH*	Scraper, Open Bowl, Cat 651E	266.00 *
	<i>*When working in rock add per hour</i>	15.00
TEQ*	Scraper, Open Bowl, Cat 637G	293.00 *
	<i>*When working in rock add per hour</i>	15.00
TEL*	Water Pull, 8000 Gal, Cat 623	150.00 *
	<i>*When working in rock add per hour</i>	15.00
TET*	Scraper, Elevating Cat 613C	133.00 *
	<i>*When working in rock add per hour</i>	20.00
TEN*	Scraper, Elevating Cat 623G	213.00 *
	<i>*When working in rock add per hour</i>	20.00
TEW*	Scraper, Elevating Cat 633, MES34	237.00 *
	<i>*When working in rock add per hour</i>	20.00

Rates effective from April 2011 through March 2012.

Teichert reserves the right to modify this schedule at any time. Teichert reserves the right to impose a fuel surcharge.

\$T&M RATES 11-12 - Rev 04/21/11



TEICHERT CONSTRUCTION

TIME & MATERIAL RATES

2011/12

EQUIPMENT

NOTE: Equipment Rates Include Markup But Are 'Bare' - No Labor Is Included (see below)
Additional Equipment surcharges may apply when rental costs exceed rates listed below.
Rates Do NOT Include Extra Charge For Working In Rock Conditions

		Rate Per Hour
TRENCHERS		
TOC	JETCO Wheel	193.00
TRUCKS - TEICHERT OWNED		
TRA	Truck, Attenuator Ford F-650	32.00
TRB	Truck, Mechanic Kenworth T300	34.00
TRC	Truck, HD Flatrack, Includes Tiltbed Trailer	46.00
TRD	Truck, Flatrack	49.00
TRE	Truck, HD Flatrack w/Knuckleboom Crane	59.00
TRH	Truck, Hydralift, Kenworth T800	76.00
TRJ	Truck, Lube & Fuel, Kenworth T-800	54.00
TRK	Truck, 10-Wheel Dump, Kenworth T-800	51.00
TRL	Truck, Water, Kenworth T300	49.00
TRO	Tractor, 3-Axle & End Dump Trailer	52.00
TRQ	Tractor, Transport, Kenworth T800 & Lowbed	65.00
TRS	Truck, Sweeper	80.00
TRU*	Truck, Articulated Dump, Komatsu HM350	168.00 *
	<i>*When working in rock add per hour</i>	15.00
TRV	Vacuum Truck	165.00

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\$TSM RATES 11-12 - Rev 04/21/11



TEICHERT CONSTRUCTION
TIME & MATERIAL RATES
2011/12

LABOR (Northern California Rates)

NOTE: Labor Rates *Include Markup*

	<u>REGULAR</u> <u>TIME</u>	<u>OVER</u> <u>TIME</u>	<u>DOUBLE</u> <u>TIME</u>
FOREMEN	92.00	118.00	147.00
Operating Engineer Foremen			
Labor Foremen			
Carpenter Foremen			
Cement Mason Foremen			
Plumber Foremen			
OPERATOR - Class 1	89.00	115.00	142.00
Motor Grader (Blade)			
Excavator			
Cranes			
OPERATOR - Class 2	85.00	109.00	134.00
Loader			
Dozer			
Gradesetter			
Asphalt Paver			
Tractor w/ Scraper			
Finish Roller (Asphalt)			
Backhoe			
Scraper			
Mechanic			
Compactor			
Trencher			
OPERATOR - Class 3	83.00	106.00	130.00
Apprentice			
Concrete Paver/Trimmer			
Hydralift			
Surveyor/Chainman/Rodman			
Screedman			
Chip Spreader			
Roller (non-Asphalt)			
Oiler			
LABORERS	64.00	83.00	103.00
CARPENTER	86.00	110.00	135.00
CEMENT MASON	72.00	93.00	115.00
TEAMSTER (DRIVERS)	73.00	94.00	115.00
PLUMBER	65.00	86.00	108.00

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\$T&M RATES 11-12 - Rev 04/21/11



TEICHERT CONSTRUCTION

TIME & MATERIAL RATES

2011/12

SMALL TOOLS

Additional Equipment surcharges may apply when rental costs exceed rates listed below.

	Rate Per Day
SMALL TOOLS & MISCELLANEOUS (Mark-up Included)	
ATA Air Tampers	58.00
BBL Blowers	54.00
BEH Bobcat Broom	192.00
CBC Compressors < 125 cfm	76.00
CBE Compressors >125 cfm	133.00
CBA Concrete Vibrator	76.00
CSA Chain Saw	70.00
CMS Mesage Board	197.00
FAU Flashing Arrow Board	96.00
FCC Concrete Saw	54.00
FFC Concrete Walk Behind	96.00
GAA Generator < 25 KW	137.00
GAA Generator > 25 KW	224.00
LAS-LEV Laser & Receiver	86.00
LBC Bobcat	314.00
LTO Light Towers	101.00
LTB Self Propelled Broom	234.00
MEH Mortar Mixer	96.00
MHB Manhole Blower	383.00
OAK Bitch Pot	128.00
PBA Breakers	59.00
PGW Cutoff Saw	86.00
PLC Small Pump	32.00
PLC Pumps	70.00
RVB Vibratory Plate	93.00
SAW Multi Purpose Saw	49.00
TAT Water Trailer	123.00
UAC Forklift	569.00
Barricades	1.00
Cones/Delineators	0.50
Signs/Stand (set)	5.00
GPS Equipment	
Base Station	100.00
Survey Rover	120.00
Machine Rover	200.00

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\$T\$M RATES 11-12 - Rev 04/21/11



TEICHERT CONSTRUCTION

TIME & MATERIAL RATES

2011/12

TRUCKING PRICES

*Trucking Pricing Valid for North Region Only
Pricing includes Markup*

Trucking Service	\$ per Hour
Bottom Dumps	110.00
End Dumps	110.00
Transfers	110.00
10 Wheelers	110.00

Rates effective from April 2011 through March 2012.

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\$T\$M RATES 11-12 - Rev 04/21/11

SECTION NO. 15 - CONTRACT FORMS

Agreement

Performance Bond

Payment Bond

Worker's Compensation Certification

Construction & Demolition Debris Recycling Requirements

Pay Request Application

Schedule of Values

Guarantee

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification March 6, 2012, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and A Teichert & Son Inc dba Teichert Construction P.O. Box 15002 Sacramento CA 95851 ("Contractor").

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

The Notice to Contractors
The Proposal Form submitted by the Contractor
The Instructions to Bidders
~~The Emerging and Small Business Enterprise (ESBE) Requirements~~
The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
The City's Reference Guide for Construction Contracts
The Addenda, if any
This Agreement
The Standard Specifications
The Special Provisions
The Plans and Technical Specifications
The drawings and other data and all developments thereof prepared by City pursuant to the Contract
Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

2. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth

in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Contract Documents entitled:

2011 Street Overlay Project (PN: R15112021)

including the Work called for in the following alternative bid items described in the Proposal Form:

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

(A) For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and

(B) For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

(A) On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

(B) No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

(C) Contractor shall not be paid for any defective or improper Work.

(D) The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

(E) The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **FORTY (40) WORKING** days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

12. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Contractor of any obligations under this Contract.

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in

addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

(A) The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the

damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

(B) Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **ONE THOUSAND THREE HUNDRED SIXTY FIVE DOLLARS (\$1,365.00)** for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

THE FOLLOWING ADDITIONAL LIQUIDATED DAMAGES PROVISION(S) APPLY IF CHECKED:

In addition to the liquidated damages specified above, Contractor shall pay additional liquidated damages to City for failure to complete the portion of the Work specified below by the milestone date specified below (as such milestone date may be extended in accordance with the Contract Documents, if applicable). The amount of such additional liquidated damages shall be either *[check one]*:

a lump sum amount of _____, OR

the daily amount of _____ for each calendar day after such milestone date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such portion of the Work is completed.

Such amount is the actual cash value agreed upon by the City and Contractor as the additional loss to City and the public resulting from Contractor's default.

Portion of the Work

Milestone Date

CONTRACTOR'S ACKNOWLEDGMENT: GAQ

In addition to the potential damages described above, failure to complete the entire Work within the time(s) specified herein may expose the City to penalties or fines and/or may negatively affect the availability of project funding. In recognition of these

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

19. INSURANCE

During the entire term of this Contract and until completion and final acceptance of the Work as provided in the Contract Documents, Contractor shall maintain in full force and effect the insurance coverage described in this section.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for performance of the Work under the Contract. No additional compensation will be provided for Contractor's insurance premiums.

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required of or carried by the Contractor.

(A) Minimum Scope and Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.

(B) Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

(C) Other Insurance Provisions

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

(1) Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

(3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

(D) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 19 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

(E) Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative designated by City. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative

of the insurance carrier.

(2) The City may withdraw its offer of contract or cancel the Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

(F) Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

(A) For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;

(B) For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and

(C) For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to

Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 28 above.

30. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

(A) The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

(B) The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Contract and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

32. USE TAX REQUIREMENTS

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

(A) Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (“SBE”) in accordance with the applicable SBE criteria and requirements.

(B) Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

(C) The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE 2/23/12

BY Gary A. Johns
Gary A. Johns
Print Name
Vice President & Manager Construction Estimating
Title

BY Anne S. Haslam
Anne S. Haslam
Print Name
Secretary
Title
68-0174245
Federal ID#
D-162135
State ID#
100870

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity (check one):
 Individual/Sole Proprietor
 Partnership
 Corporation
 Limited Liability Company
 Other (please specify: _____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

Original Approved As To Form:
[Signature]
City Attorney

BY _____
For: _____
City Manager

Attest:

City Clerk

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Transportation
Page 1 of 1

Bond No.: 070012089
Premium: \$8,577.00
Effective Date: March 7, 2012

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to and A Teichert & Son Inc dba Teichert Construction P.O. Box 15002 Sacramento CA 95851:

as principal, hereinafter called Contractor, a contract for construction of:

2011 STREET OVERLAY PROJECT (PN: R15112021)

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):
Liberty Mutual Insurance Company, 1340 Treat Blvd., Suite 550, Walnut Creek, CA 94597

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: TWO MILLION EIGHT HUNDRED FIFTY EIGHT THOUSAND NINE HUNDRED NINETY TWO DOLLARS SEVENTY ONE CENTS (\$ 2,858,992.71), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on February 21, 2012.

A. Teichert & Son Inc. dba Teichert Construction

Liberty Mutual Insurance Company

(Contractor) (Seal)
By Gary A. Johns
Title Gary A. Johns, VP &

(Surety) (Seal)
By Erin Bautista
Title Erin Bautista, Attorney-in-Fact

Manager Construction Estimating
ORIGINAL APPROVED AS TO FORM:

Agent Name and Address Willis Insurance Services
2055 Gateway Place, Suite 450, San Jose, CA 95110
Agent Phone # 408-436-7012
Surety Phone # 925-979-6705
California License # 0371719

[Signature]
City Attorney

ACKNOWLEDGMENT

State of California
County of Santa Clara)

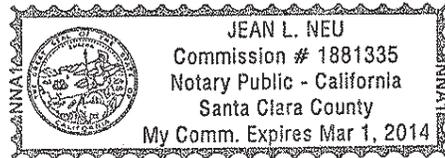
On February 21, 2012 before me, Jean L. Neu, Notary Public
(insert name and title of the officer)

personally appeared Erin Bautista
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

BRADLEY N. WRIGHT, JEAN L. NEU, ERIN BAUTISTA, BRYAN D. MARTIN, FRANCES M. MURPHY, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWO HUNDRED MILLION AND 00/100 DOLLARS (\$ 200,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 23rd day of March, 2011.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of March, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 21st day of February, 2012.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CITY OF SACRAMENTO
PAYMENT BOND**

Department of Transportation
Page 1 of 1

Bond No.: 0700012089

Premium: Incl. in Performance Bond

Effective Date: March 7, 2012

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: A Teichert & Son Inc dba Teichert Construction P.O. Box 15002 Sacramento CA 95851:

hereinafter called Contractor, a contract for construction of:

2011 STREET OVERLAY PROJECT (PN: R15112021)

which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a good and sufficient payment bond to secure the claims to which reference is made in Title 15(commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code.

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):

Liberty Mutual Insurance Company, 1340 Treat Blvd., Suite 550, Walnut Creek, CA, 94597

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all subcontractors, laborers, material men and other persons employed in the performance of the Contract and referred to in the aforesaid Civil Code in the sum of TWO MILLION EIGHT HUNDRED FIFTY EIGHT THOUSAND NINE HUNDRED NINETY TWO DOLLARS SEVENTY ONE CENTS (\$ 2,858,992.71), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions and State agencies entitled to file claim under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on February 21, 20 12.

A. Teichert & Son Inc. dba Teichert Construction

Liberty Mutual Insurance Company

By Gary A. Johns (Contractor) (Seal)
Title Gary A. Johns, VP & Manager

By Erin Bautista (Surety) (Seal)
Title Erin Bautista, Attorney-in-Fact

Construction Estimating
ORIGINAL APPROVED AS TO FORM:

Agent Name and Address Willis Insurance Services
2055 Gateway Place, Suite 450, San Jose, CA 95110
Agent Phone # 408-436-7012
Surety Phone # 925-979-6705
California License # 0371719

[Signature]
City Attorney

ACKNOWLEDGMENT

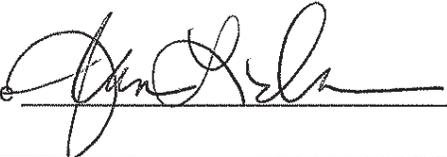
State of California
County of Santa Clara)

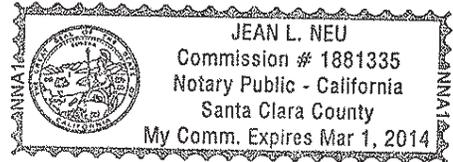
On February 21, 2012 before me, Jean L. Neu, Notary Public
(insert name and title of the officer)

personally appeared Erin Bautista ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

BRADLEY N. WRIGHT, JEAN L. NEU, ERIN BAUTISTA, BRYAN D. MARTIN, FRANCES M. MURPHY, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWO HUNDRED MILLION AND 00/100 DOLLARS (\$ 200,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 23rd day of March, 2011.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of March, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 21st day of February, 2012.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

WORKER'S COMPENSATION CERTIFICATION

2011 STREET OVERLAY PROJECT

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

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

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

To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

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

DATE: 2/23/12

A. Teichert & Son Inc. dba
Contractor Teichert Construction

By Gary A. Johns
Signature

Gary A. Johns, Vice President &
Manager Construction Estimating

Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of \$250,000 or more:

1. **Definitions.** For purposes of this section, the following terms, words and phrases shall have the following meanings:

"Certified C&D sorting facility" means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

"Construction and demolition debris" or "C&D debris" means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

"Divert" or "diversion" means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

"Franchised waste hauler" means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

"Mixed C&D debris" means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

"Recyclable C&D debris" means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

"Recycling facility" means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

"Source-separated C&D debris" means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

"Waste log" means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan.** A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min \$40, max \$800); security deposit is 1% of bid amount (max \$10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Project Bid Amount: \$ _____

Job Address: _____

Contractor: _____ Phone: _____

Address: _____

B. Briefly describe the project:

C. Materials Required to be Recycled.

50% of all debris must be recycled if generated during the course of your project. You can either **source-separate** them, which may be hauled by anyone, or mix them in one container and send the **mixed C&D debris** load to a **Certified Mixed C&D Sorting Facility**. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see Section F. Definitions, on the next page, for more information.

D. Material Management.

1. How will C&D debris will be stored on the project site: _____ Mixed C&D _____ Source-Separated

2. Company to haul away debris: _____

3. Facilities to receive debris: _____

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at <http://www.cityofsacramento.org/utilities/>.

1. **Self-haul or self-hauling:** This is when the general contractor or a subcontractor who is doing work on the project hauls their own waste materials for recycling or disposal. Note that a jobsite cleanup crew is not doing other work on the project and is not self-hauling. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler:** Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.
3. **Source separation:** This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.
4. **Mixed C&D debris:** This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility:** See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- ALL Clean Wood Waste (unpainted, untreated lumber, plywood and OSB), Inert Materials (concrete, asphalt paving, brick, block, and dirt), Wooden Pallets, Scrap Metal, and Corrugated Cardboard must be recycled.
- ~~Only~~ SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.

C&D Debris Haulers & Facilities

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4833 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 455-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

Recyclers*

Bell Marine	(916) 442-9089	Elder Creek Recovery & Transfer Station	(916) 387-8425
C & C Paper Recycling	(916) 920-2673	Kiefer Landfill	(916) 875-5555
EBI Aggregates	(916) 372-7580	L & D Landfill	(916) 383-9420
International Paper	(916) 371-4634	North Area Recovery Station	(916) 875-5555
Modern Waste Solutions	(916) 447-6800	Sacramento Recycling & Transfer Station	(916) 379-0500
PRIDE Industries, Inc.	(916) 640-1300	Waste Management Recycle America	(916) 452-0142
Recycling Industries, Inc.	(916) 452-3961		
Sacramento Local Conservation Corps	(916) 386-8394		
Smurfit-Stone Container Corporation	(916) 381-3340		
Southside Art Center	(916) 387-8080		
Spencer Building Maintenance, Inc.	(916) 922-1900		

More updated information can be found online at:

<http://www.cityofsacramento.org/utilities/>

* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.



DEPARTMENT OF TRANSPORTATION

ENGINEERING SERVICES DIVISION
 915 I Street, Room 2000
 Sacramento, CA 95814

PAY REQUEST APPLICATION

(All information to be entered on Schedule of Values page.)

PROJECT NAME:	2011 STREET OVERLAY PROJECT		
CONTRACTOR: (per agreement)	_____		
REMITTANCE ADDRESS:	_____		
PHONE NUMBER: ()	_____		
INVOICE NO:	R15112021-	CITY PROJECT NUMBER:	R15112021
		PERIOD ENDING DATE:	_____

ORIGINAL CONTRACT AMOUNT:	
CHANGE ORDER NO. 1	_____
CHANGE ORDER NO. 2	_____
CHANGE ORDER NO. 3	_____
CHANGE ORDER NO. 4	_____
CHANGE ORDER NO. 5	_____
CHANGE ORDER NO. 6	_____
CHANGE ORDER NO. 7	_____
CHANGE ORDER NO. 8	_____
CHANGE ORDER NO. 9	_____
TOTAL CHANGE ORDERS:	_____
CONTRACT AMOUNT TO DATE:	_____
TOTAL WORK COMPLETED TO DATE:	_____
RETENTION WITHHELD:	_____
LESS PREVIOUS PAYMENTS:	_____
AMOUNT DUE THIS INVOICE:	_____
TOTAL COMPLETED LESS RETENTION:	_____

if the project is CDBG funded, or the prime contractor is a certified UDBE or ESBE, please check the applicable box & you do not need to fill out the section below.

UDBE Prime Contractor
 ESBE Prime Contractor
 CDBG Funded

<p>List all ESBE/UDBE subcontractors employed on this project during this period ending date and indicate committed amounts to be paid to the sub contractors. Please also include ESBE/UDBE materials suppliers and trucking firms. Keep records of payments made, as you will be asked to furnish these at contract completion. The Pay Request Application will be considered incomplete unless this information is provided along with all other required documentation to support the request for payment. Attach additional sheets if necessary.</p>	<p style="text-align: center;">Circle UDBE for FEDERALLY funded projects.</p> <p style="text-align: center;">Circle ESBE for LOCALLY funded projects.</p> <p style="text-align: right;">Original amount pledged: _____</p> <p style="text-align: right;">Pledge Increase/Decrease to Include Change Order(s): _____</p> <p style="text-align: right;">Total amount pledged: _____</p>
---	---

ESBE / UDBE Sub-Contractor	Previous Total (A)	Current Pay Request Total (B)	Total ESBE / UDBE Work (A+B)	Percentage Attained (A+B)/Amount Pledged
Totals:				

Labor compliance (payrolls, etc.) is current and submitted for this Pay Request



DEPARTMENT OF TRANSPORTATION

ENGINEERING SERVICES DIVISION
915 I Street, Room 2000
Sacramento, CA 95814

PAY REQUEST APPLICATION

(All information to be entered on Schedule of Values page.)

Approved By (Prime Contractor)	_____	Date: _____
	PRINT AND SIGN	
Submit To:	Department of Transportation 915 "I" Street, Room 2000 Sacramento, CA 95814 Attn: CONSTRUCTION INSPECTOR	
Approved By (Resident Const. Inspector)	_____	Date: _____
	PRINT AND SIGN	
Certified by Project Manager By (Project Manager)	_____	Date: _____
	PRINT AND SIGN	
Approved By (Labor Compliance)	_____	Date: _____
	PRINT AND SIGN	

In accordance with Public Contract Code Sec. 20104.50 the City shall pay the Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP Sec.685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.

	Contractor Entered Data
	Construction Inspector's Name.
	PM certifies that all information is correct.



DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES DIVISION
915 T Street, Room 2000

SCHEDULE OF VALUES

V3 - 03/29/2011

PROJECT NAME: 2011 STREET OVERLAY PROJECT
CITY PROJECT NUMBER: R15112021
CONTRACTOR: (As per City Agreement)
REMITTANCE ADDRESS:
PHONE NUMBER: ()
INVOICE NUMBER: R15112021-

Remit To:
Department of Transportation
Engineering Services Division
915 T Street, Room 2000
Sacramento, CA 95814

Payment No.
Work Performed Thru
Days Expended on Contract

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	PAVEMENT KEYCUTTING (8' WIDE)	23,827	LF										
2	PLANED PAVEMENT CONFORMS	3,084	SY										
3	PAVEMENT PLANING (1.0")	49,665	SY										
4	PAVEMENT PLANING (2.0")	16,013	SY										
5	PAVEMENT PLANING (2.25")	6,885	SY										
6	BASE REPAIR	100	TN										
7	RUBBERIZED ASPHALT CONCRETE OVERLAY TO PLACE	1,113	TN										
8	ASPHALT CONCRETE OVERLAY TO PLACE	3,121	TN										
9	RHMA-G (BONDED WEARING COURSE)	5,838	TN										
10	EMULSION (BONDED WEARING COURSE)	109	TN										
11	MAINTENANCE HOLE TO LOWER	125	EA										
12	MAINTENANCE HOLE TO RAISE	161	EA										
13	AT&T AND SMUD MAINTENANCE HOLE TO LOWER	40	EA										
14	AT&T AND SMUD MAINTENANCE HOLE TO RAISE	45	EA										
15	MAINTENANCE HOLE CASTING TO SUPPLY AND INSTALL	21	EA										
16	WATER VALVE BOX TO LOWER	144	EA										
17	WATER VALVE BOX TO RAISE	197	EA										
18	TRAFFIC STRIPE (4" & 6") TO REMOVE	46,369	LF										
19	TRAFFIC STRIPE (8") TO REMOVE	2,527	LF										
20	TRAFFIC STRIPE (12") TO REMOVE	9,836	LF										
21	PAVEMENT MARKINGS TO REMOVE	3,786	SF										
22	RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE	2,898	EA										
23	THERMOPLASTIC STRIPE (4") TO PLACE	44,466	LF										
24	THERMOPLASTIC STRIPE (6") TO PLACE	1,903	LF										
25	THERMOPLASTIC STRIPE (8") TO PLACE	2,527	LF										
26	THERMOPLASTIC STRIPE (12") TO PLACE	9,836	LF										

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
27	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	3,786	SF										
28	SIGNS TO PLACE (POST REQUIRED)	5	EA										
29	SIGNS TO PLACE (POST NOT REQUIRED)	27	EA										
30	CHANGEABLE MESSAGE SIGN TO INSTALL	18	EA										
31	6' X 6' DETECTOR LOOP TO INSTALL	59	EA										
32	DETECTOR HANDHOLE TO INSTALL	26	EA										
33	1-1/2" CONDUIT TO INSTALL	855	LF										
34	2" CONDUIT TO INSTALL	4,070	LF										
35	3" CONDUIT TO INSTALL	1,730	LF										
36	2-2" CONDUIT TO INSTALL	2,190	LF										
37	DETECTOR LEAD-IN CABLE TO INSTALL	16,410	LF										
38	DETECTOR LEAD-IN CABLE TO REMOVE	11	EA										
39	PULL BOX NO. 5 TO INSTALL	29	EA										
40	PULL BOX NO. 6 TO INSTALL	31	EA										
41	PULL BOX N48E TO INSTALL	6	EA										
42	INSTALL NO. 10 THW CONDUCTOR	6,960	LF										
43	IN-PAVEMENT LED ROADWAY MARKER	1	LS										
44	VIDEO DETECTION CAMERA SYSTEM TO INSTALL	16	EA										
45	NETWORK SWITCH SYSTEM TO INSTALL	10	EA										
46	INTEGRATION OF DETECTOR LOOP AND VIDEO DETECTION	10	EA										
47	INSTALL TRAFFIC SIGNAL CABINET AND CONTROLLER	1	EA										
Original Contract Total:													
	Change Order #1 - See change order summary sheet for details												
	Change Order #2 - See change order summary sheet for details												
	Change Order #3 - See change order summary sheet for details												
	Change Order #4 - See change order summary sheet for details												
	Change Order #5 - See change order summary sheet for details												
	Change Order #6 - See change order summary sheet for details												
	Change Order #7 - See change order summary sheet for details												
	Change Order #8 - See change order summary sheet for details												
	Change Order #9 - See change order summary sheet for details												
	Sum of all Change Orders				\$0.00								
													\$0.00

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUESTS TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
		CCO Adjusted Contract Amount (Original + Change Orders)			\$0.00	Retention Withheld From Previous Pay Request		This Retention (current work) (10%)		Retention Withheld to Date			
		Partial Retention Release (Prior approval is needed before proceeding with partial retention release)				"Retention Released to Date" From Previous Pay Request		Current Retention Release		Retention Released to Date			
						"Total Paid To Date" from Previous Pay Request		This Payment		Total Paid to Date			Supervisor Approval (Print & Sign)

Contractor Entered Data

PM Entered Data

GUARANTEE

We hereby guarantee the: **2011 STREET OVERLAY PROJECT (PN: R15112021)** project to the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefor immediately upon demand.

Dated: 2/23/12

Signed: Gary A. Johns

Gary A. Johns, Vice President & Manager
Printed Name Construction Estimating

A. Teichert & Son Inc. dba Teichert Construction
Company

PO Box 1890
Address

Davis CA 95617-1890



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED A. Teichert & Son, Inc. dba Teichert Construction PO Box 1890 Davis, CA 95617	INSURER A: Zurich American Insurance Company	16535-100
	INSURER B: American Guarantee and Liability Insuranc	26247-100
	INSURER C: Self Insured State Cert. #1867	N2305-200
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 17439477

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU COVERAGE INCL <input checked="" type="checkbox"/> BFPD, CONTRACT GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	GLO343718209	4/1/2011	4/1/2012	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	BAP343718309	4/1/2011	4/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CEO343718409	4/1/2011	4/1/2012	EACH OCCURRENCE	\$ 3,000,000
						AGGREGATE	\$ 3,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	STATE CERT# 1867	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
		N/A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Excess Workers Comp	Y	EWS534506806	4/1/2011	4/1/2012	\$50,000,000 Occur/Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

RE: Teichert #1301027 - 2011 Street Overlay Project (PN:R15112021)

City of Sacramento, its officials, employees and volunteers are included as Additional Insureds as respects to General Liability and Automobile Liability, but solely in regards to work being performed by or on behalf of the Named Insured in connection with the job described herein.

CERTIFICATE HOLDER

City of Sacramento
ATTN: Dept of Transportation/Engineering Services
Division
915 I Street, Room 2000
Sacramento, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED A. Teichert & Son, Inc. dba Teichert Construction PO Box 1890 Davis, CA 95617	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Teichert #1301027 2011 Street Overlay Project (PN:R15112021)

Waiver of Subrogation applies as respects Excess Workers Compensation per endorsement attached as permitted by law.

It is understood and agreed that this insurance is primary and any other insurance maintained by the additional insured shall be excess only and not contributing with this insurance.

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO343718209	4/1/2012	4/1/2011			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: A. Teichert & Son, Inc. dba Teichert Construction

Additional Insured: City of Sacramento, its officials, employees and volunteers

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

- A. **Section II – Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **SECTION I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf; and resulting directly from:
 - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

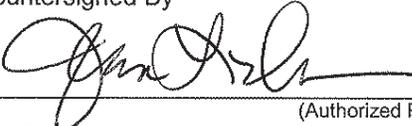
CG 24 04 10 93

**WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

This endorsement changes the policy effective on the inception date of the policy unless another date indicated below.

Endorsement effective 4/1/2011 12:01 A.M. standard time	Policy No. GLO343718209
Named Insured A. Teichert & Son, Inc. dba Teichert Construction	Countersigned By  (Authorized Representative)

SCHEDULE

Name of Persons or Organization:

City of Sacramento, its officials, employees and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.



Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO343718209	4/1/2011	4/1/2012				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
City of Sacramento	30

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP343718309

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective 4/1/2011	Countersigned By:  (Authorized Representative)
Named Insured: A. Teichert & Son, Inc. dba Teichert Construction	

SCHEDULE

Name of Person(s) or Organization(s):
City of Sacramento, its officials, employees and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



ZURICH®

Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP343718309	4/1/2011	4/1/2012				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
City of Sacramento	30

All other terms and conditions of this policy remain unchanged.



ZURICH

Waiver of Subrogation Endorsement

Excess Insurance Policy for Self-Insurer
of Workers Compensation and employers Liability

Insured:

A. Teichert & Son, Inc. dba Teichert
Construction

Policy No.:

EWS534506806

Endorsement No.:

Effective Date of this Endorsement:

4/1/2011

This policy is changed to provide:

CONDITION F – SUBROGATION – RECOVERY FROM OTHERS – GIVES US THE RIGHT TO RECOVER ALL PAYMENTS WHICH WE HAVE MADE TO YOU FROM ANYONE LIABLE FOR LOSS. WE AGREE TO WAIVE THIS RIGHT BUT ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT WHICH REQUIRES YOU TO OBTAIN THIS AGREEMENT.

Project: Teichert #1301027 - 2011 Street Overlay Project (PN:R15112021)

Countersigned:

Authorized Signature

NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

Table with 2 columns: Name and Address of Other Person(s) / Organization(s), Number of Days Notice. Row 1: City of Sacramento, 30.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2011 Policy No. EWS534506806 Endorsement No. Insured A. Teichert & Son, Inc. dba Teichert Construction Premium \$ Insurance Company



ZURICH

COMMON POLICY DECLARATIONS

Policy Number	GLO 3437182-09	Renewal of Number	GLO 3437182-08
Named Insured and Mailing Address	TEICHERT, INC. (SEE NAMED INSURED ENDT) P.O. BOX 15002 SACRAMENTO CA 95851-1002	Producer and Mailing Address	WILLIS INS SERVICES OF CA, INC 1 BUSH ST FL 9TH SAN FRANCISCO CA 94104-4425

Producer Code 18178-000

Policy Period: Coverage begins 04-01-2011 at 12:01 A.M.; Coverage ends 04-01-2012 at 12:01 A.M.

The name insured is Individual Partnership Corporation
 Other:

This insurance is provided by one or more of the stock insurance companies which are members of the Zurich-American Insurance Group. The company that provides coverage is designated on each Coverage Part Common Declarations. The company or companies providing this insurance may be referred to in this policy as "The Company", we, us, or our. The address of the companies of the Zurich-American Insurance Group are provided on the next page.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE(S):

GENERAL LIABILITY COVERAGE issued by ZURICH AMERICAN INSURANCE COMPANY	PREMIUM \$ 364,863.00
--	-----------------------

THIS PREMIUM MAY BE SUBJECT TO AUDIT.	TOTAL	\$ 364,863.00
This premium does not include Taxes and Surcharges.		SEE INSTALLMENT SCHEDULE

Taxes and Surcharges	TOTAL
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Form(s) and Endorsement(s) made a part of this policy at time of issue are listed on the **SCHEDULE of FORMS and ENDORSEMENTS.**

Countersigned this 21st day of February, 2012



Authorized Representative

THIS DECLARATION TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S), FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO343718209	4/1/2012	4/1/2011			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: A. Teichert & Son, Inc. dba Teichert Construction

Additional Insured: City of Sacramento, its officials, employees and volunteers

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

- A. **Section II – Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **SECTION I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf; and resulting directly from:
 - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.



ZURICH

COMMON POLICY DECLARATIONS

Policy Number BAP 3437183-09
Named Insured and Mailing Address TEICHERT, INC. (SEE NAMED INSURED ENDT) P.O. BOX 15002 SACRAMENTO CA 95851-1002

Renewal of Number BAP 3437183-08
Producer and Mailing Address WILLIS INS SERVICES OF CA, INC 1 BUSH ST FL 9TH SAN FRANCISCO CA 94104-4425

Producer Code 18178-000

Policy Period: Coverage begins 04-01-2011 at 12:01 A.M.; Coverage ends 04-01-2012 at 12:01 A.M.

The name insured is [] Individual [] Partnership [X] Corporation [] Other:

This insurance is provided by one or more of the stock insurance companies which are members of the Zurich-American Insurance Group. The company the provides coverage is designated on each Coverage Part Common Declarations. The company or companies providing this insurance may be referred to in this policy as "The Company", we, us, or our. The address of the companies of the Zurich-American Insurance Group are provided on the next page.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE(S):

BUSINESS AUTOMOBILE PREMIUM \$ 281,176.00
issued by ZURICH AMERICAN INSURANCE COMPANY
CA-AUTO SPECIAL PURPOSE SURCHARGE \$ 1,242.00

RECEIVED

RECEIVED

APR 20 2011

APR 20 2011

Willis - San Francisco

Willis - San Francisco

THIS PREMIUM MAY BE SUBJECT TO AUDIT.

TOTAL \$ 281,176.00

This premium does not include Taxes and Surcharges.

SEE INSTALLMENT SCHEDULE

Taxes and Surcharges

TOTAL \$ 1,242.00

SEE INSTALLMENT SCHEDULE

Form(s) and Endorsement(s) made a part of this policy at time of issue are listed on the SCHEDULE of FORMS and ENDORSEMENTS.

Countersigned this 21st day of February, 2012

[Signature]
Authorized Representative

THIS DECLARATION TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S), FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

POLICY NUMBER: BAP343718309

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective 4/1/2011	Countersigned By:  (Authorized Representative)
Named Insured: A. Teichert & Son, Inc. dba Teichert Construction	

SCHEDULE

Name of Person(s) or Organization(s): City of Sacramento, its officials, employees and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



**Excess Insurance Policy For Self-Insurer of
Workers Compensation and Employers Liability
Information Page**

ZURICH AMERICAN INSURANCE COMPANY
1400 American Lane, Schaumburg, Illinois 60196-1056

Policy Number: EWS 5345068-06

Item 1: Insured: TEICHERT, INC.

ATTN: RIC BURWELL RISK MANAGEMENT DEPARTMENT

2: Mailing Address: **P O BOX 15002**
SACRAMENTO, CA 95851-1002

3: Policy Period: **04-01-2011 TO 04-01-2012**

Effective Date: 04-01-2011 Expiration Date: 04-01-2012

12:01 a.m. Standard Time at the address of the Insured as stated above.

4: Cancellation Notice: 90 Days Written Notice, Subject to Part Six - Conditions, Paragraph L.

5: Workers Compensation Insurance: Part One of the policy applies to your obligations under the Workers Compensation Law of the States listed here:

6: Employers Liability Insurance: Part Two of the policy applies to your obligations in each State listed in Item 5.

7: Self-Insured Retentions apply separately to Excess Workers Compensation Insurance and Excess Employers Liability Insurance as follows:

a. Workers Compensation Self-Insured Retentions separately for:

- 1.) each accident \$1,000,000
- 2.) each employee for disease \$1,000,000

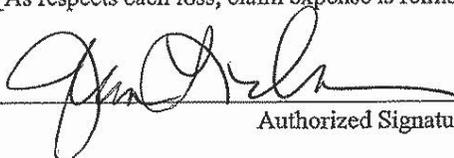
b. Employers Liability Self-Insured Retentions separately for:

- 1.) each accident \$1,000,000
- 2.) each employee for disease \$1,000,000

8: Claim Expenses – Applies separately to each coverage, Workers Compensation and Employers Liability, and with respect to each coverage, separately for each accident and each employee for disease as follows:

a. ___ As respects each loss, claim expense is not reimbursed.

b. X As respects each loss, claim expense is reimbursed as follows:

Countersigned:  _____
Authorized Signature

Withholding Exemption Certificate

2011

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name

City of Sacramento

Payee's name

A. Teichert & Son Inc.

Payee's SOS file no. SSN or ITIN CA corp. no. FEIN

1621395

Address (number and street, PO Box, or PMB no.)

3500 American River Drive

Apt. no./ Ste. no.

City

Sacramento

State

CA

ZIP Code

95864

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

Partnerships or limited liability companies (LLC):

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Gary A. Johns, Vice President & Manager Construction Estimating Daytime telephone no. (530) 406-4200

Payee's signature ► *Gary A. Johns* Date 2/23/12

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

What's New

Backup Withholding – Beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the Franchise Tax Board (FTB). The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for **backup withholding**.

If a payee has backup withholding, the payee must contact the FTB to provide a valid Taxpayer Identification Number (TIN) before filing a tax return. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp No.); or Secretary of State (SOS) file number. Failure to provide a valid TIN will result in the denial of the backup withholding credit. For more information go to ftb.ca.gov and search for **backup withholding**.

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

Private Mail Box (PMB) – Include the PMB in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the FTB that the form should not be relied upon.

The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities

- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities
- A foreign government or any of its political subdivisions, agencies, or instrumentalities

Important – This form cannot be used for exemption from wage and real estate withholding.

- If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should call 888.745.3886 or go to www.edd.ca.gov.
- Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties with activities in California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information H, Publications, Forms, and Additional Information.

C Who Certifies this Form

Form 590 is certified by the payee. An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee

until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the withholding agent may accept as a substitute certificate a letter from the payee explaining why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the Franchise Tax Board.

For example, if an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes.

Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders (Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA).

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

F What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. **Do not** send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-V, Payment Voucher for Resident and Nonresident Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900

916.845.4900

Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the
United States
916.845.6500 from outside the
United States

TTY/TDD: 800.822.6268 for persons with
hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

Teléfono: 800.852.5711 dentro de los
Estados Unidos
916.845.6500 fuera de los Estados
Unidos

TTY/TDD: 800.822.6268 personas con
discapacidades auditivas
y del habla

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return) A. Teichert & Son Inc.	
	Business name, if different from above A. Teichert & Son Inc. dba Teichert Construction	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 3500 American River Drive	Requester's name and address (optional)
	City, state, and ZIP code Sacramento CA 95864	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : :
or
Employer identification number 68 : 0174245

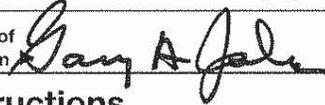
Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Gary A. Johns

Sign Here	Signature of U.S. person	 Vice President & Manager Construction Estimating 2/23/12
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

MUST BE POSTED IN CONSPICUOUS PLACE



CITY OF SACRAMENTO
BUSINESS OPERATIONS TAX CERTIFICATE

100870

100870

Business Name TEICHERT CONSTRUCTION
Business Address 8811 KIEFER BLVD
Owner - A. TEICHERT & SON, INC.
Type of Business CONSTRUCTION CONTRACTOR
Tax Classification 401

FROM TO
Mo. Day Yr. Mo. Day Yr.
01/01/2012 12/31/2012

Expires

TOTAL
PAID: \$4,997.00

TEICHERT CONSTRUCTION
TAX DEPT
PO BOX 15002
SACRAMENTO, CA 95851

CITY OF SACRAMENTO
VOID
FEB 08 2012
VALIDATED
PAID

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

SECTION NO. 16 - SCHEDULE OF WAGES DATED DECEMBER 23, 2011

General Decision Number: CA100009 12/23/2011 CA9

Superseded General Decision Number: CA20080009

State: California

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

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only);
DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	07/02/2010
3	07/09/2010
4	08/13/2010
5	08/27/2010
6	09/10/2010
7	09/24/2010
8	10/01/2010
9	10/15/2010
10	10/29/2010
11	11/05/2010
12	11/19/2010
13	12/03/2010
14	01/21/2011
15	01/28/2011
16	02/11/2011
17	02/18/2011
18	03/18/2011
19	04/08/2011
20	04/15/2011
21	05/13/2011
22	06/03/2011
23	06/24/2011
24	07/01/2011
25	07/15/2011
26	07/29/2011
27	08/05/2011
28	08/12/2011
29	08/19/2011
30	09/02/2011
31	09/16/2011
32	09/30/2011
33	11/04/2011
34	11/18/2011
35	12/16/2011
36	12/23/2011

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 35.11	18.99
AREA 2.....	\$ 39.85	22.00

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.

(C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

* BRCA0003-008 06/01/2011

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 30.30	13.77
TERRAZZO WORKER/SETTER.....	\$ 39.30	21.20

BRCA0003-010 01/01/2011

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 21.21	10.01
Area 2.....	\$ 21.26	12.44
Area 3.....	\$ 21.44	12.31
Area 4.....	\$ 20.93	11.79
Tile Layer		
Area 1.....	\$ 36.08	11.95
Area 2.....	\$ 34.41	13.68
Area 3.....	\$ 38.61	13.73
Area 4.....	\$ 35.45	13.68

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba

AREA 2: Alpine, Amador

AREA 3: Marin, Napa, Solano, Siskiyou

AREA 4: Sonoma

* BRCA0003-014 06/01/2011

	Rates	Fringes
MARBLE MASON.....	\$ 39.22	18.68

CARP0034-001 07/01/2011

	Rates	Fringes
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Drywall Stocker/Scrapper		
Area 1.....	\$ 18.75	14.44
Area 3.....	\$ 16.06	14.44
Area 4.....	\$ 15.39	14.44

 CARP0035-009 07/01/2011

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	24.84
Journeyman Carpenter.....	\$ 37.50	24.84
Millwright.....	\$ 37.60	26.43

 CARP0035-010 07/01/2010

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Alpine, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
 Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,
 Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 22.11	14.98
Installer II.....	\$ 18.68	14.98
Lead Installer.....	\$ 25.56	15.48
Master Installer.....	\$ 29.78	15.48
Area 2		
Installer I.....	\$ 19.46	14.98
Installer II.....	\$ 16.51	14.98
Lead Installer.....	\$ 22.43	15.48
Master Installer.....	\$ 26.06	15.48
Area 3		
Installer I.....	\$ 18.51	14.98
Installer II.....	\$ 15.74	14.98
Lead Installer.....	\$ 21.31	15.48
Master Installer.....	\$ 24.73	15.48

 CARP0046-001 07/01/2011

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		

Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	24.84
Journeyman Carpenter.....	\$ 37.50	24.84
Millwright.....	\$ 37.60	26.43

CARP0751-001 07/01/2011

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	24.84
Journeyman Carpenter.....	\$ 37.50	24.84
Millwright.....	\$ 37.60	26.43

CARP1599-001 07/01/2011

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 30.42	24.84
Journeyman Carpenter.....	\$ 30.27	24.84
Millwright.....	\$ 32.77	26.43

ELEC0006-002 12/01/2010

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 29.87	3%+12.95
Technician.....	\$ 34.01	3%+12.95

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,
Telephone); FIRE ALARM SYSTEMS [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],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS

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.

 ELEC0340-003 06/01/2011

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 38.93	16.57
Sierra Army Depot, Herlong..	\$ 48.66	3%+13.25
Tunnel work.....	\$ 40.88	3%+13.25

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

 ELEC0401-005 12/01/2009

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
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ELEVATOR MECHANIC.....\$ 56.14 21.785

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0003-008 07/01/2009

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

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
 Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
 Area 2: Eastern part

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 06/27/2011

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 37.77	27.52
GROUP 2.....	\$ 36.24	27.52
GROUP 3.....	\$ 34.76	27.52
GROUP 4.....	\$ 33.38	27.52
GROUP 5.....	\$ 32.11	27.52
GROUP 6.....	\$ 30.79	27.52
GROUP 7.....	\$ 29.65	27.52
GROUP 8.....	\$ 28.51	27.52
GROUP 8-A.....	\$ 28.30	27.52
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 38.65	27.52
Oiler.....	\$ 29.39	27.52
Truck crane oiler.....	\$ 31.68	27.52
GROUP 2		
Cranes.....	\$ 36.89	27.52
Oiler.....	\$ 29.18	27.52
Truck crane oiler.....	\$ 31.42	27.52
GROUP 3		
Cranes.....	\$ 35.14	27.52
Hydraulic.....	\$ 30.79	27.52
Oiler.....	\$ 28.90	27.52
Truck Crane Oiler.....	\$ 31.18	27.52
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 38.99	27.52

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,

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

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

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

Area 1: Remainder
 Area 2: Eastern Part

 IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

 LABO0067-002 04/01/2010

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

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

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 18.68	5.88
LABORER (Lead Removal)		
Area A.....	\$ 36.25	5.94
Area B.....	\$ 35.25	5.94

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

GROUP 1-a.....	\$ 27.36	15.82
GROUP 1-c.....	\$ 27.19	15.82
GROUP 1-e.....	\$ 27.69	15.82
GROUP 1-f.....	\$ 27.72	15.82
GROUP 1-g (Contra Costa County).....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82

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

Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 26.84	15.82
GROUP 1.....	\$ 26.14	15.82
GROUP 1-a.....	\$ 26.36	15.82
GROUP 1-c.....	\$ 26.19	15.82
GROUP 1-e.....	\$ 26.69	15.82
GROUP 1-f.....	\$ 26.72	15.82
GROUP 2.....	\$ 25.99	15.82
GROUP 3.....	\$ 25.89	15.82
GROUP 4.....	\$ 19.58	15.82

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

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 28.10	15.82
GROUP 2.....	\$ 27.60	15.82
GROUP 3.....	\$ 27.60	15.82
GROUP 4.....	\$ 27.60	15.82

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 27.10	15.82
GROUP 2.....	\$ 26.60	15.82
GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82

Laborers: (WRECKING - AREA A:)

GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 26.14	15.82
GROUP 2.....	\$ 25.99	15.82

Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 26.89	15.82
(2) Establishment Warranty Period.....	\$ 20.58	15.82

Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 25.89	15.82
(2) Establishment Warranty Period.....	\$ 19.58	15.82

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.

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

bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-001 07/01/2009

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

LABO0139-002 07/01/2009

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 27.28	14.93

LABO0185-002 07/01/2009

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

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

LABO0291-001 07/01/2009

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 28.28	14.93

PAIN0016-004 06/01/2011

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 32.71	19.16

PREMIUMS:
EXOTIC MATERIALS - \$0.75 additional per hour.
SPRAY WORK: - \$0.50 additional per hour.

going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 41.88	18.49

* PAIN0567-001 01/01/2011

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 23.68	9.06
Spray Painter & Paperhanger.	\$ 24.53	9.06

PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr
 Special Coatings (Spray), and Steeplejack = \$1.00/hr
 Special Coating Spray Steel = \$1.25/hr
 Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2011

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 25.69	10.65

PAIN0567-010 07/01/2010

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		

PLAS0300-003 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.82	15.10
AREA 355: Marin, Napa & Sonoma Counties.....	\$ 32.82	15.30

PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 28.65	18.56

PLUM0038-002 07/01/2011

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 49.09	37.36
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 57.75	39.74

PLUM0038-006 07/01/2011

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 49.09	28.85

PLUM0228-001 10/01/2011

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 35.95	22.55

PLUM0447-001 07/01/2011		

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 39.82	20.30
Light Commercial Work.....	\$ 30.28	16.42

ROOF0081-006 08/01/2010		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 34.06	9.54

ROOF0081-007 08/01/2011		

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 31.88	10.90

SFCA0483-003 08/01/2011		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 50.59	23.70

SFCA0669-003 04/01/2011		

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.65	17.75

SHEE0104-006 07/01/2009		

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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,

SECTION NO. 17 - SACRAMENTO COUNTY ENCROACHMENT PERMIT



ENCROACHMENT PERMIT

SACRAMENTO COUNTY MUNICIPAL SERVICES AGENCY
827 - 7TH STREET, ROOM 105, SACRAMENTO, CA 95814
PHONE (916) 874-6544

U.S.A. TICKET NO. _____

ENMC2011-00014



Phone (800) 227-2600

1. Permit Type: Miscellaneous
2. Application is made for permissions to excavate, construct and/or otherwise encroach on County right-of-way by performing the work described below on:

North leg of the intersection of Auburn Blvd and Fulton Avenue. Constr

Project Location

3. Scope of Work:

General:

The City of Sacramento Department of Transportation will be overlaying the roadway on Fulton Avenue between the Haggin Oaks Golf Course and the intersection of Auburn Blvd & Fulton Avenue. This project will remove and replace 2" of existing roadway AC with new 2" of AC. Construction is anticipated to start this summer 2011. All Overlay work is within the City of Sacramento Right of Way.

How this project affects the County of Sacramento:

The maintenance and traffic signal operations of the entire Auburn Blvd and Fulton Avenue intersection is performed by the County of Sacramento. The existing vehicle detector loops on the north leg of the intersection (within the City of Sacramento Right of Way), will be removed and replaced with new detector loops. Attached is the proposed scope of Electrical Work.

The City of Sacramento requests this encroachment permit is reviewed by the County of Sacramento Department of Transportation. The City of Sacramento inspectors will inspect the work within the City Right of Way. The City of Sacramento requests the County of Sacramento Department of Transportation and Inspectors to help with the inspection of Electrical Work performed at this intersection.

(Map 278 E 4)

4. **Except for Annual Permits: Permittee shall schedule a pre-construction meeting to activate this permit by calling CMID at (916) 875-2707.**
 5. Before starting work, the Permittee shall notify Sacramento County Construction Management at (916) 875-2707, 24 hours in advance of the date work is to begin.
 - a) For emergency work, notification shall be provided within 1 hour of dispatch as defined in Section 7-8.03 of the County Standard Construction Specifications
 - b) No notification required for work that does not involve excavation and does not obstruct or modify pedestrian, bicycle or vehicular traffic patterns.
 6. Applicant must check with all Utility Companies serving the area covered by this permit, for location of existing underground pipes, conduits or cables. Underground Service Alert (U.S.A.) does not locate non-pressurized sewer and drainage facilities.
 7. Attention is directed to the General Provisions attached hereto and to any specific conditions made a part of hereof.
- In consideration of the granting of this application, it is agreed by the applicant that the County of Sacramento and any officer or employee thereof shall be saved harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response to thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with future use of the highway, it must be removed or relocated, as designated by the Director of County Engineering, at the expense of the applicant or their successor in interest.

FOR USE BY UTILITY COMPANIES			
District:		Division:	
Engineer:		Job No:	

Contact Person: John Matoba
Phone (916) 808-7891

Applicant Signature: _____

Applicant: City of Sacramento, Department of Transportation, Civil and Elect Phone: (916) 808-7891
John Matoba

Address: 915 I Street, Room 2000 SACRAMENTO CA 95814 - 5814

Invoice #	Fee Item	Fee Due	Fee Paid	Date Paid
			\$0.00	

Fees Due: _____ Fees Paid: \$0.00 Current Balance **\$0.00**

DEPARTMENTAL REVIEW	APPROVED	DATE	DEPARTMENTAL REVIEW	APPROVED	DATE
WATER SUPPLY	N/A		WATER QUALITY	N/A	
TRANSPORTATION	YES	6/21/2011	TECHNICAL RESOURCES	YES	6/21/2011
WATER RESOURCES	N/A		Sub. Order Number:	915323	
			Customer Number:	1000006961	

Approved application is subject to payment of fees, pre-construction meeting with CMID, Attachment A, and is revocable at any time. This permit is nontransferable and EXPIRES ONE YEAR from date issued.

***ANNUAL Permits expire December 31 of the year permit is issued.**

On Behalf of the Director of County Engineering

By: _____
CMID INSPECTOR Date

Plan Submittal Date: 6/14/2011	"ASBUILT" Inspector Approval _____	<small>Name</small>	<small>Date</small>
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-ATTACHMENT A-
STANDARD REQUIREMENTS
FOR
SACRAMENTO COUNTY ENCROACHMENT PROJECTS

REQUIREMENTS AND STANDARDS

Provisions of the most recent editions of the County of Sacramento Standard Construction Specifications (SCS) and the County of Sacramento Improvement Standards shall apply to all work covered under this encroachment permit. This permit is issued in accordance with Division 2, Chapter 5.5 of the Streets and Highways Code of the State of California and Chapter 12.08 of the Sacramento County Code as amended on January 6, 1998. The following requirements shall also apply to this work.

ACCEPTANCE OF PROVISIONS

It is understood and agreed by the Permittee that performing any work under this permit shall constitute an acceptance of the general and specific conditions hereof.

WORK AND MATERIALS

Work and materials shall be in accordance with the current edition of the County of Sacramento "Standard Construction Specifications." All work shall be in compliance with the Americans with Disabilities Act.

VALID PERMIT KEPT ON SITE

This permit is valid only for work done in the unincorporated Sacramento County area. Any use of private property for storage of materials, trenching and/or placement of signage (other than traffic control devices) shall be approved by the property owner of the land parcel or acting agent thereof. This permit shall be kept on the worksite and must be shown to any authorized representative of the Agency or any law enforcement officer upon demand. Fines for failing to provide a valid permit may be accessed in accordance with Chapter 12.08 of the Sacramento County Code.

GENERAL DEPOSIT

Applicant shall post a \$2,500.00 deposit as specified in Chapter 12.08 of the Sacramento County Code. The deposit may be released 180 days after acceptance of the work provided all inspection costs have been paid in full where applicable.

GUARANTEE

Should any failure of the work occur within a period of one year after completion and acceptance by the Agency, (i.e., sign off of permit), including the refilled excavation settling or if the resurfacing or restoration of the roadway disintegrates or develops ruts or holes or if found that materials used were not in compliance with County Standard Specifications, the permittee shall repair and/or resurface the work to the satisfaction of the Agency. If the permittee fails or refuses to do such corrective work, the County may elect to complete the corrective work and collect the cost of the work from the permittee, or to pursue such other remedies as may be available to complete the corrective work at the permittee's expense.

PROSECUTION OF WORK

Lane or road closures at these locations during the times indicated will only be allowed in emergency situations or with the written approval of the Director of the Department of Transportation or his designee.

ROAD CLOSURE

No highway or street may be closed without first obtaining approval in writing from the Agency. If permission is granted, it shall be the Permittee's responsibility to notify the Highway Patrol and Fire Department prior to closing the street.

LANE/ROAD CLOSURE DURING NOVEMBER/DECEMBER HOLIDAY SEASON

Unless specifically approved by the Agency, construction will be suspended and no activities that interfere with public traffic shall be conducted on designated streets during the holiday season (defined as the four-day Thanksgiving weekend and December 8 through January 1). All existing pits, excavations, trenches, and openings in the road surface shall be backfilled and paved to produce a level and smooth surface. All barricades and barriers shall be removed from all traffic lanes, unless authorized by the Agency as long-term traffic controls. SCC 7-8.06

MAINTAINING AND PROTECTING TRAFFIC CONTROL FACILITIES

Metal objects (such as manhole frames and lids, valve boxes, bore casings, etc.) shall not be installed within 72 inches of a traffic detector loop. Any traffic signal or detector operation disruption shall be repaired and the system made operational within eight hours of the damage. Should the County elect to provide repair or replacement services, the Permittee shall be required to reimburse the County for all costs involved.

DIRECTIONAL BORE REQUIREMENTS

Prior to beginning work, the contractor must submit to the Agency (County of Sacramento Inspector) a general work plan. Verify all underground utilities in accordance with Government Code 4216 (SCS sec. 6-16). Before drilling, prepare a directional bore profile showing all verified utility depths with utility required clearances and the projected bore path (elevation). Contractor shall provide directional bore profile to the Agency (County of Sacramento Inspector) prior to drilling. Directional bore depths to be a minimum of 42 inches below pavement grade. Directional bore profile, log of boring operation and a guidance system log shall be kept onsite with the permit. Surface incisions on project streets shall not exceed industry bore pit standards. In the event surface incision dimensions (i.e., length and width) exceed industry bore pit standards (as determined by the Agency), additional pavement restoration will be required. Additional pavement restoration shall include a slurry seal placed over the entire width of the roadway (or to the roadway centerline if disturbances are isolated to one half of the roadway) to encompass the area of restored pavement. Surface incisions located within 50 feet shall be included in the same slurry seal area. Slurry seal shall extend 4 feet beyond the outermost surface incisions.

TUNNELING

No tunneling will be permitted except on major work as may be specifically approved and set forth on the permit thereof. Tunneling under sidewalks are also not allowed.

PROTECTION OF EXISTING SURFACES

The permittee's contractor shall use appropriate equipment, construction methods and effort/care to prevent damage to existing pavement. The permittee shall also document the pre-existing pavement conditions in a manner that will allow construction damage to be identified. The permittee shall make a post construction evaluation of the pavement surface upon completion of the work and will be responsible for repairing all

Steel plates shall have a nonskid surface static coefficient of friction of 0.35 per California Test 342 for all steel plates within traveled roadway, and 0.50 per ASTM C 1028 for those steel plates in pedestrian crosswalks or accessible areas. When required by the Agency, the Contractor shall certify in writing to the Agency that steel plates to be used in the Work meet the required static coefficient of friction.

The length of a series of plates running parallel to traffic wheel paths shall not exceed 30' unless approved by the agency or noted in the TCP or contract drawings. Steel plates shall not remain on the roadway for longer than seven (7) calendar days, unless otherwise approved by the Agency

Trench walls and adjacent soils shall be sufficiently stabilized prior to the use of steel plates for bridging. For conditions that require a support structure (wide excavation with multiple plates), the system must be designed by a registered professional engineer and submitted to the Agency for approval before use.

Steel plates shall be installed to operate with minimum noise levels as indicated in Sacramento County Code, Section 6.68, "Noise Control". All steel plates within the right-of-way, whether used in or out of the traveled way, shall be without deformation (e.g., chains, attachments, weldments, or irregularities that can constitute a hazard). BUMP (W8-1) warning signs shall be properly posted and maintained in advance of all roadway plates placed on the surface of the pavement. The Contractor is responsible to maintain the steel plates in a proper condition until the roadway is properly back-filled and patched to allow for the safe passage of vehicles. The Contractor shall be responsible for any damages or injuries which may occur as a result of the plates being placed in the roadway. The Contractor must reimburse to the Agency any cost for emergency repairs.

In sidewalk areas, one and one-eighths inch (1-1/8") plywood with a nonskid surface static coefficient of friction of 0.50 per ASTM C 1028 may be substituted for steel plating where the excavation is less than two (2) feet deep and when authorized by the Agency. Transitional ramps of MC250 asphalt mix (cutback) shall be installed against vertical edges in the direction of pedestrian traffic (both up and down-stream). All ramping must be accomplished to provide a minimum angle of approach of twelve to one (12:1), providing a smooth, gradual transition between the sidewalk and the plate. Plywood shall extend beyond the edge of the trench and any overlap shall be a minimum of 18". Plywood shall not be placed such that it protrudes past the sidewalk edge.

BACKFILL AND PAVEMENT RESTORATION REQUIREMENTS

Excavation and surface restoration shall be in accordance with Sections 14, 19, and 49-2.02 (as applicable), and Standard Drawing 4-31 (dated 02/04, attached), of the SCS.

Backfilling of potholes or similar types of minor excavations shall be with native or aggregate base materials compacted to 95%. In lieu of using compacted materials, controlled density fill (CDF) conforming to section 50-15 of the SCS may be used.

Final pavement surface for trenches greater than 3 feet in width and which are mostly parallel to the centerline of the street shall not vary from the edge of a 10 foot straight edge (placed parallel and perpendicular to the trench) by more than 3/8-inch, except at intersections or changes in grade.

Final pavement surface for trenches 3 feet or less in width, bore holes having an area less than 50 square feet, and trenches of any width not mostly parallel to the centerline of the street shall match the smoothness of the existing pavement, except final pavement surface grade shall not exceed 3/8-inch above a line between the existing pavement surface at each edge of the excavation. Final pavement below this line is not acceptable.

Pavement not meeting the above requirements shall be removed and replaced. Such pavement shall be removed to a minimum depth of 1-1/2 inches for the full width of the trench. The minimum length of removal along the trench shall extend for 4 feet beyond the ends of the non-conforming areas, but in no case exceed the limits of the original pavement repair.

Before the project is accepted as complete, all USA and other construction related markings shall be removed to the satisfaction of the Agency. Removal shall occur within two (2) months of the date the markings are no longer needed, or upon completion of the work, whichever is sooner. The Agency will accept natural weathering of markings if the markings disappear within the two-month period. If the markings are in brick paver or concrete areas and if by natural weathering or other approved removal methods the markings still remain, the contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Excavators and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with the federal, state and local requirements of the National Pollutant Discharge Elimination System (NPDES) and the Regional Water Quality Control Board.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the Agency at its discretion. The Agency will charge the excavator a service fee equal to the actual costs of removal plus an administrative fee of 20% for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with NPDES.

DAMAGE TO EXISTING IRRIGATION SYSTEMS

Irrigation systems owned or operated by the County of Sacramento are located within the right-of-way and on dedicated property outside the right-of-way. In the event the irrigation systems are damaged due the permittee's activities, it shall be repaired under the supervision of the Department of Transportation, Contract Landscape Section staff (916-875-5123). The system shall be repaired in accordance with the current County Standards. Care shall be taken to eliminate any debris from entering the system. Any damage resulting from repairs or contamination will be the responsibility of the permittee. A contractor working in the Landscape construction or maintenance field shall be required for all necessary repairs to the landscape system.

Any permittee working in the right-of-way shall verify the location of the utilities with regards to easements. It shall be the permittee's onus to verify they are not encroaching on dedicated properties such as Assessment District parcels along the right-of-way. In the event a utility has been installed on dedicated property outside of the right-of-way or utility easements, or is planned to be placed on dedicated property, a utility easement must be acquired.

DRIVEWAYS

Portland cement concrete is not allowed for private driveway approaches within County right-of-way unless specifically approved by the Director of the Department of Transportation.

CLEANUP

All roadside drainage ditches shall be restored to a true grade and intake and outlet ends of all culverts shall be left free from all excess material and debris.

RECORD DRAWING

Upon completion of underground or surface work of consequence, the Permittee shall furnish record drawings to CMID showing location and details of work performed.

FUTURE MOVING OF INSTALLATION

The installation authorized herein shall, upon demand of the Agency, be relocated in a timely manner by, and at the sole expense of the Permittee whenever construction, reconstruction, maintenance, or traffic conditions

County of Sacramento
ENCROACHMENT INSPECTORS vers. 07/15/10

Alyce Campos
591-0367 and
Chuck Anderson
599-8194

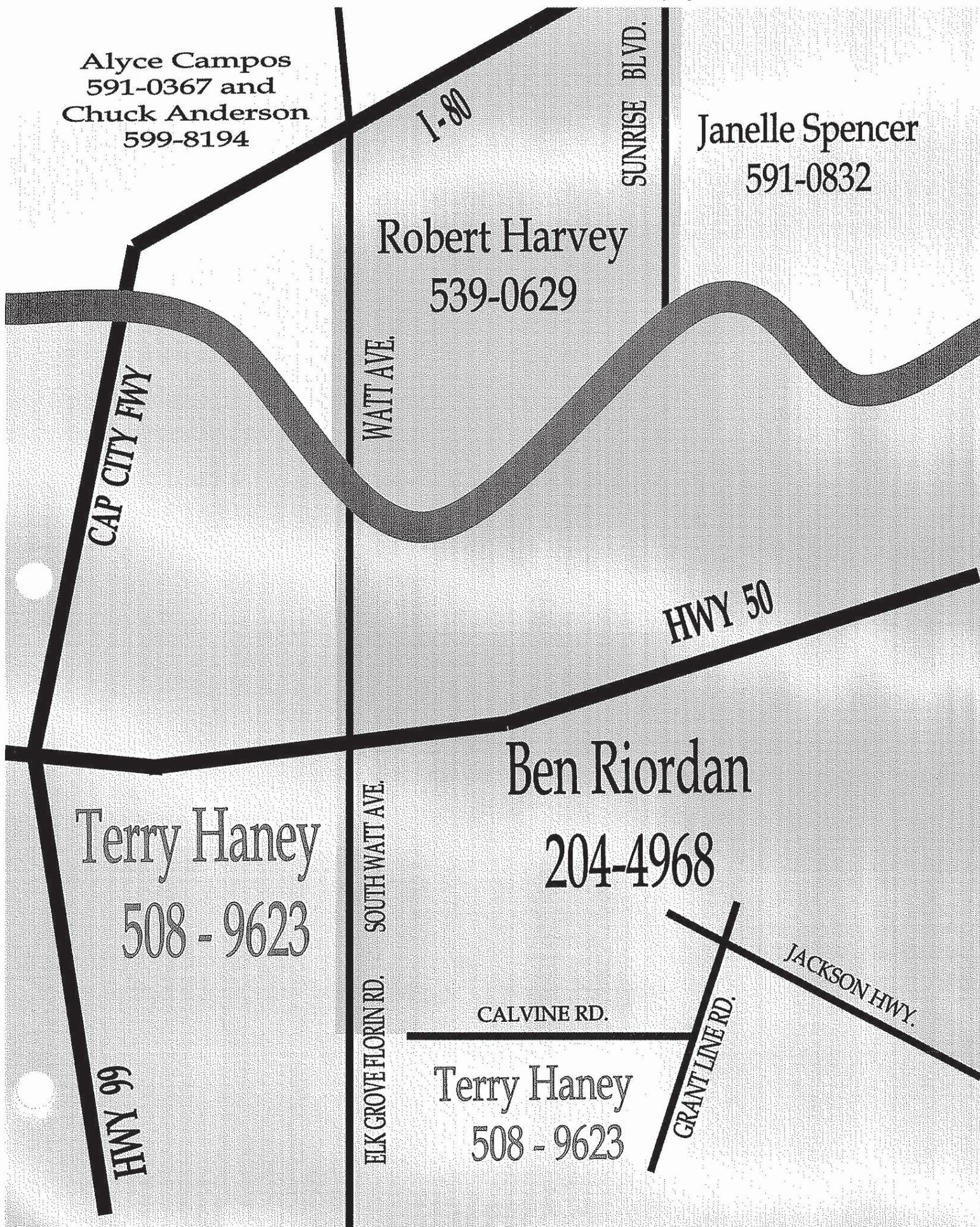
Janelle Spencer
591-0832

Robert Harvey
539-0629

Terry Haney
508 - 9623

Ben Riordan
204-4968

Terry Haney
508 - 9623



ENCROACHMENT BOUNDARIES:

There are Three areas North of the American River, and Two areas South of the American River. The current breakdown is:

Alyce Campos	916 591-0367	North of the American River, west of Watt Ave, and north of I-80
Chuck Anderson	916 599-8194	

Robert Harvey	916 539-0629	North of the American River, south of I – 80, Watt Ave to Sunrise Blvd.
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Janelle Spencer	916 591-0832	North of the American River, south of I – 80, east of Sunrise Blvd.
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Terry Haney	916 508-9623	South of the American River and the City of Sacramento, west of south Watt and Elk Grove Florin Rd. South And East of City of Elk Grove, South of Jackson Hwy
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Ben Riordan	916 204-4968	South of the American River, east of South Watt and Elk Grove-Florin Rd, North of Calvine Rd. and the Jackson Hwy.
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Seth Acosta
Encroachment Supervisor
916 875-2782

Department of Transportation Specific Comments

DESCRIPTION:

Permit No. ENMC2011-00014

Description of Work: Construction Traffic controls and signal operations for a City of Sacramento paving project.

SPECIFIC REQUIREMENTS FOR ALL ENCROACHMENT PERMITS

- A mandatory preconstruction meeting is required prior to beginning any work on site. This permit is not activated and therefore not approved until a preconstruction meeting held.
- Site specific notification must be given to Sacramento County Construction Management and Inspection Division at (916) 875-2707 a minimum of 24-hours prior to any work.
- The deposit may be released 180 days after the acceptance of the work provided all inspection costs have been paid in full where applicable.
- Applicant is aware that permit fees DO NOT include inspection charges. Inspection charges will be billed separately at a later date.
- All work covered under this encroachment permit shall comply with the provisions of the revised January 2008 edition of the County of Sacramento Standard Construction Specifications (SCS) and the Standard Requirements for Encroachment Permits (attachment "A"). Prior to the start of any work, it is the responsibility of the applicant to be sure that all requirements including those indicated on "Attachment A" and the SCS are fully understood. Any failure to comply with any of the requirements indicated on attachment A, the SCS or any requirements indicated below may result in work stoppage, fines and/or penalties, or both. This permit is issued in accordance with Division 2, Chapter 5.5 of the Streets and Highways Code of the State of California and Chapter 12.08 of the Sacramento County Code as amended on January 6, 1998.
- Specific attention is directed to the "BACKFILL AND PAVEMENT RESTORATION REQUIREMENTS" section of attachment "A". All work covered under this permit shall conform to these requirements. Deviations from these requirements shall be reviewed and approved (if appropriate) in writing separately from this encroachment review process.

POSSIBLE CONFLICTING PROJECTS

- No projects are proposed at this location which will conflict with the work covered under this permit.

TRAFFIC CONTROL REQUIREMENTS

- An approved traffic control plan will be required prior to beginning work.
- Pedestrian and Disabled traffic mitigation to be in compliance with 2008 Sacramento County Standard Construction Specifications Section 6-12. (6-12.02). These provisions shall be shown on TCP.
- Closure of a paved shoulder (or outside lane) requires deployment of "Share the Road" signage (W16-1, W11-1) and 25mph speed limit signage (C17/25).

Tentative work hours: 8:00 am to 3:30 pm

(Note: Work hours subject to change based on submitted TCP)

Refer to California MUTCD typical applications for TCP requirements.

PAVEMENT MORATORIUM:

- No roadways included under this permit are subject to the pavement moratorium

HOLIDAY MORATORIUM:

- Auburn Blvd and Fulton Ave. are included as a Holiday Moratorium Street. All construction work on these roadways will be suspended and no activities that interfere with public traffic shall be conducted on designated streets (as identified above) during the holiday season (defined as the four-day Thanksgiving weekend and December 8 through January 1). SCSCS 7-8.06

OTHER SPECIFIC COMMENTS:

- None

Reviewed by GK on 6/21/11 – Sac County ROW Management Section

APPLICATION FOR ENCROACHMENT PERMIT

1. Permit Type: Review and Encroachment
2. Application is made for permission to excavate, construct and/or otherwise encroach on County right-of-way by performing the work described below on:

North leg of the intersection of Auburn Blvd and Fulton Avenue. Construction will be within the City of Sacramento Right of Way.
3. Scope of Work:

General:
The City of Sacramento Department of Transportation will be overlaying the roadway on Fulton Avenue between the Haggin Oaks Golf Course and the intersection of Auburn Blvd & Fulton Avenue. This project will remove and replace 2" of existing roadway AC with new 2" of AC. Construction is anticipated to start this summer 2011. All Overlay work is within the City of Sacramento Right of Way.

How this project affects the County of Sacramento:
The maintenance and traffic signal operations of the entire Auburn Blvd and Fulton Avenue intersection is performed by the County of Sacramento. The existing vehicle detector loops on the north leg of the intersection (within the City of Sacramento Right of Way), will be removed and replaced with new detector loops. Attached is the proposed scope of Electrical Work.

The City of Sacramento requests this encroachment permit is reviewed by the County of Sacramento Department of Transportation. The City of Sacramento inspectors will inspect the work within the City Right of Way. The City of Sacramento requests the County of Sacramento Department of Transportation and Inspectors to help with the inspection of Electrical Work performed at this intersection.
4. **Permittee shall schedule a pre-construction meeting to activate this permit by calling CMID at (916) 875-2707.**
5. **Permittee shall notify Construction Management and Inspection Division (CMID) at (916) 875-2707, at least 24 hours in advance prior to commencing work.**
6. Applicant must check with all Utility Companies serving the area covered by this permit, for location of existing underground pipes, conduits or cables. Underground Service Alert (U.S.A.) does not locate non-pressurized sewer and drainage facilities.
7. Attention is directed to the General Provisions attached hereto and to any specific conditions made a part of hereof.

In consideration of the granting of this application, it is agreed by the applicant that the County of Sacramento and any officer or employee thereof shall be saved harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response to thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with the future use of the highway, it must be removed or relocated, as designated by the Director of County Engineering, at the expense of the applicant or their successor in interest.

FOR USE BY UTILITY COMPANIES	
District: _____	Division: _____
Engineer: _____	Job No: _____

Contact Person : John Matoba
 City of Sacramento
 Applicant Signature: John Matoba

Applicant: John Matoba
 City of Sacramento
 Department of Transportation, Civil and Electrical Engineering Department
 915 I Street, Room 2000
 Sacramento, CA 95814
 916-808-7891
 916-808-7903 (fax)
jmatoba@cityofsacramento.org

Greg Smith,
 City of Sacramento
 Department of Transportation, Civil and Electrical Engineering Department
 915 I Street, Room 2000
 Sacramento, CA 95814
 916-808-8364
 916-808-7903 (fax)
gsmith@cityofsacramento.org

DEPARTMENTAL REVIEW	APPROVED	DATE	Bond / Deposit: _____ Code: 077C-0772982-5500000 PERMIT FEE: _____ Code: 005A-2900000-92925800 Sub. Order Number: _____ Customer Number: _____	VALIDATION:	
WATER SUPPLY					
TRANSPORTATION					
WATER RESOURCES					
WATER QUALITY					
TECHNICAL RESOURCES					
Approved application is subject to payment of fees, pre-construction meeting with CMID, Attachment A, and is revocable at any time. This permit is nontransferable and EXPIRES ONE YEAR from date issued. *ANNUAL Permits expire December 31 of the year permit is issued. <p style="text-align: center;">STEVEN PEDRETTI, Director of County Engineering</p> By: _____ Date: _____ <p style="text-align: center;">CMID INSPECTOR</p>					
Plan Submittal Date:		"ASBUILT" Inspector Approval: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> Name Date </div>			

SECTION NO. 18 - APPENDIX

- A. 50'-0" Conform Detail (T-120)
- B. 18'-0" Conform Detail (T-130)
- C. 18'-0" Conform Detail (T-140)
- D. Side Street Conform Detail (T-150)
- E. Intersection Conform Detail
- F. Base Repair Table for Fulton Avenue
- G. Electrical Traffic Signals (E-1 to E-17)