City of Sacramento
City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: **6/26/2012** **Report Type:** Consent

Title: Contract: Robla Elementary School Safe Route to School Project (T15085700)

Report ID: 2012-00286

Location: Robla Elementary School in the vicinity of Marysville Boulevard and Rio Linda Boulevard, District 2

Recommendation: Pass a Resolution: 1) approving Plans and Specifications for the Robla Elementary Safe Routes to School Project (T15085700); 2) appropriating $443,385 in federal construction funds; 3) transferring $14,000 (Fund 2007) from the Major Street Improvement Project (T15128000); and 4) awarding a construction contract to RSC Engineering, Inc. for an amount not to exceed $290,060.

Contact: Matthew Johns, Assistant Engineer, (916) 808-5760; 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 - Resolution
4 - Exhibit A - Location Map
5 - Contract

City Attorney Review
Approved as to Form
Gerald Hicks
6/13/2012 4:04:32 PM

City Treasurer Review
Reviewed for Impact on Cash and Debt
John Colville
6/11/2012 12:52:41 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 6/13/2012 12:03:32 PM

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Description/Analysis

Issue: The Robla Elementary Safe Routes to School Project (T15085700) will provide new pedestrian crossings of Rio Linda Boulevard, improve access to the existing Sacramento Northern Bike Trail, and construct new sidewalk in front of Robla Elementary School.

Bids for the project were received. RSC Engineering, Inc. is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with construction.

Policy Considerations: The action requested supports the City's Strategic Plan goals of expanding public safety and enhancing livability.

Environmental Considerations:

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA): The Community Development Department has reviewed the proposed action and determined that the project is exempt from the provisions of CEQA under Categorical Exemption – State Class 3 and Section Number 15303(d).

Project exempt under Class 3, Section 15303(d) consists of construction of new, small structures and other utility extensions, including street improvements.

The project is funded by federal funds. As a result, the proposed project is also subject to NEPA. A Categorical Exclusion was issued on October 16, 2008, by the State of California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA) pursuant to the requirements of NEPA.

Sustainability Considerations: The project is consistent with the City's Sustainability Master Plan. It will enhance existing pedestrian facilities and promote alternative modes of travel.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: RSC Engineering, Inc. is the lowest responsive and responsible bidder for the construction contract. There are sufficient funds to award the construction contract.

Financial Considerations: The estimated total project cost is $780,375. The current budget is $352,266 consisting of federal and local transportation funds. As of June 7, 2012, the unobligated balance is $21,115. Approval of the appropriation of federal funds in the amount of $443,385 (Fund 3703) and the transfer of local funds in the amount of $14,000 (Fund 2007) from the Major Street Improvements Project (T15128000) will increase the budget to $809,651 and the unobligated balance to

$478,500, which is sufficient to award the contract to RSC Engineering, Inc. in the amount not to exceed $290,060 and cover remaining construction management costs.

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

The approval of this project will support eight jobs in the City of Sacramento based upon the model provided by the FHWA of one new job for every $35,000 of transportation project investment.

Emerging Small Business Development (ESBD): The Robla Elementary Safe Routes to School Project (T15085700) is federally funded and requires conformance with project participation guidelines for Disadvantaged Business Enterprise (DBE)/ Underutilized Disadvantaged Business Enterprises (UDBE) program requirements. Therefore, the City's ESBD requirements are held in abeyance. The UDBE goal is 7.92%. RSC Engineering, Inc. pledge 0% UDBE participation on this project but demonstrated a Good Faith Effort (GFE).

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Background:

The Robla Elementary Safe Routes to School Project (T15085700) will provide new pedestrian crossings on Rio Linda Boulevard, improve access to the existing Sacramento Northern Bike Trail, and construct new sidewalk in front of Robla Elementary School.

This project was advertised and eights bids were received on April 18, 2012. The bids are summarized below:

Contractor	Bid Amount	U/DBE Pledge	Submitted U/DBE Good Faith Effort for Review
RSC Engineering, Inc.	$290,059.83	0.00%	Yes
Cazadores Construction	$293,010.60	0.00%	No
All Phase Construction	$307,369.87	79.20%	No
Navajo Pipelines	$312,000.25	0.00%	Yes
Western Engineering	$327,723.95	2.45%	Yes
Grand Sierra Construction	$334,064.00	8.08%	No
Lamon Construction	$395,639.00	0.00%	Yes
Martin General Engineering	$434,906.95	0.00%	No

The engineer's estimate was $310,000. It is recommended that the construction contract be awarded to RSC Engineering, Inc. as the lowest responsive and responsible bidder.

Construction is anticipated to be completed in December 2012.

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RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVING PLANS AND SPECIFICATIONS, APPROPRIATION AND TRANSFER OF FUNDS AND AWARDING THE CONSTRUCTION CONTRACT FOR THE ROBLA ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT (T15085700)

BACKGROUND

A. The Robla Elementary Safe Routes to School Project (T15085700) will provide new pedestrian crossings on Rio Linda Boulevard, improve access to the existing Sacramento Northern Bike Trail, and construct new sidewalk in front of Robla Elementary School.

B. This project was advertised and eights bids were received on April 18, 2012.

C. The engineer's estimate was $310,000.

D. RSC Engineering, Inc. is the lowest responsive and responsible bidder.

E. Construction is anticipated to be completed in December 2012.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The Plans and Specifications for the Robla Elementary Safe Routes to School Project (T15085700) are approved.

Section 2. The FY11/12 Capital Improvement Program is amended appropriating $443,385 (Fund 3703) in federal construction funds to the Robla Elementary Safe Routes to School Project (T15085700).

Section 3. The FY11/12 Capital Improvement Program is amended by transferring $14,000 (Fund 2007) from the Major Street Improvements Project (T15098000) to the Robla Elementary Safe Routes to School Project (T15085700).

Section 4. A construction contract is awarded to RSC Engineering, Inc. for an amount not to exceed $290,060 for the Robla Elementary Safe Routes to School Project (T15085700).

Section 5. Exhibit A is incorporated into and made part of this Resolution.

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Exhibit A: Location Map - Robla Elementary Safe Routes to School Project (T15085700)

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EXHIBIT A

Location Map for

Robla Elementary
Safe Routes to School Project

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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

ROBLA ELEMENTARY SAFE ROUTE TO SCHOOL PROJECT
FEDERAL AID PROJECT NO: SRTST 5002 (131)
CITY PROJECT NO: (PN: T15085700)
Addendum No. 1

April 6, 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, Zuhair Amawi at (916) 808-7620.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

DATE: 4/6/2012

ADDENDUM #1

ROBLA ELEMENTARY SAFE ROUTE TO SCHOOL PROJECT
FEDERAL AID PROJECT NO: SRTST 5002 (131)
CITY PROJECT NO: (PN: T15085700)

Item #1 The Bid opening date remains on April 18, 2012.

Item #2 Ref: Pre-Bid Meeting Sign-In Sheet:

Item #3 REF: The Bid Proposal shall be replaced with the revised attached Bid Proposal dated April 6, 2012.

Item #4 REF: The Schedule of Value shall be replaced with the revised attached revised Schedule of Value dated April 6, 2012.

Item # 5 Questions Received

Q: Are Permits required?
A: Reference shall be made to the Section 9.29 of the Special Provisions.

9.29 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.

Item #6 Ref: Special Provisions, Section No. 10 – Items of the Proposal
Replace Item No.24 – BLANK with the following Item:

ITEM NO. 24 – ROADWAY EXCAVATION AND GRADING

Excavation and grading shall conform to Section 14 of the Standard Specifications and these Special Provisions.

The limit of excavation is defined to be from the proposed lip of gutter to the back to the proposed sidewalk.

This item shall also include all require excavation to construct the proposed landscaped area as shown on the typical cross section details.

This work shall include finish grading to match the back of sidewalk to surrounding grade using a maximum 4:1 slope per the construction plans. This work shall include shaping and trimming of slopes, and the placement and compaction of excavated earth material to the lines and grades shown on the Plans and cross sections details.

Excavation shall include sawcutting and removal of all asphalt concrete (AC), aggregate base (AB), Portland Cement Concrete (PCC), native material and soil to allow construction of improvements to the lines and grades shown on the Plans.

All existing asphalt pavements to be removed shall be full depth saw-cut at the limits of removal as shown on the Plans and in accordance with Section 13 of the Standard Specifications.

Excess excavated material shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer. When any material is to be disposed of outside the right-of-way, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

Payment shall be made based on the final pay quantity indicated on the Sealed Proposal and will not be recalculated in the field. Payment for fill grading shall be included in the unit bid price for this item and shall not be made separately.

Payment shall be based on final pay quantity per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with roadway excavation and grading as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item #7 Ref: Special Provisions, Section No. 10 – Items of the Proposal
ADD the following Item:

ITEM No. 43 – LANDSCAPE AREA

This item shall consist of landscaping the planter area on Marysville Blvd between Claire Ave. and Rose Street, in front of the Robla Elementary School.

This item shall include placing irrigation system and sod to match existing sod behind the sidewalk in front of the Robla Elementary School. Irrigation will be taped to the existing school irrigation system behind the proposed sidewalk. This work is not showing on the plans, the City will provide the details at the preconstruction meeting.

Payment shall be made at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in the landscaping Area, as specified in these Special Provisions and as directed by the Engineer.

Robla Elementary Safe Route to School Project

(PN: T15085700) SRTSL 5002(131)

Pre-bid Meeting Signup Sheet 4/5/2012 at 1:30 PM

Name	Company	Phone No.	email Address	UOBE Yes/No
Zuhair Amawi	City of Sacramento	916) 808-7620	zamawi@cityofsacramento.org	
Jose R. LeDesma	City of Sacramento	916-808-8145	jledesma@cityofsacramento.org	
Noreen James	City of Sacramento	916-808-7223	njames@cityofsacramento.org	
Fred Penman	Western Engineering	(916)652-3990	fpenman@westeng.com	
Guy Schrum	Sierra National Asphalt	916 452 4488	Guy@SierraNationalAsphalt.com	N
Brian Lando	Biondi Paving, Inc.	916/383-5982	blando@biondipaving.com	N
Bill Vancoyer	City	812-9019		
Lena Tolly	Statewide Safety	(916)871-0975	Htolly@statewidesafety.com	N

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

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:

Robla Elementary Safe Routes to School Project (PN: T15085700)

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.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL
1	Pre-construction Photographs	1	LS	$	$
2	Clear and Grub	1	LS	$	$
3	Potholing by Drilling	12	EA	$	$
4	Unsuitable Material to Remove and Replace	80	TON	$	$
5	Geogrid Material to Place	300	SY	$	$
6	Shoulder Backing to Place	4	TON	$	$
7	Aggregate Base Class 2 to Place	315	TON	$	$
8	Asphalt Concrete (3/4") Pavement to Place	27	TON	$	$
9	3 1/2" PCC Sidewalk to Construct	4,317	SF	$	$
10	Curb and Gutter Type 2 to Construct	762	LF	$	$
11	Curb Type 3 to Construct	261	LF	$	$
12	6" Commercial Driveway to Construct	388	SF	$	$
13	Pavement Section to Remove and Replace	5,338	SF	$	$
14	Truncated Domes on New Ramps (36" x 48")	16	EA	$	$
15	AC Driveway Conform to Construct	78	SF	$	$
16	Chicken Wire Fence to Reset	20	LF	$	$
17	Wood Fence to Reset	10	LF	$	$
18	Maintenance Hole Base to Reconstruct	1	EA	$	$
19	Existing Drainage Inlets to Remove	3	EA	$	$
20	Maintenance Hole to Adjust to Grade	1	EA	$	$
21	Pipe Ends to Plug	8	EA	$	$
22	Pull Box to Adjust to Grade	1	EA	$	$
23	Fire Hydrant to Relocate	2	EA	$	$
24	Roadway Excavation and Grading (F)	520	CY	$	$
25	Traffic Sign to Place	16	EA	$	$
26	New Post to Install	8	EA	$	$
27	Sign to Relocate	4	EA	$	$
28	Traffic Stripe to Remove	331	LF	$	$
29	Pavement Markings to Remove	294	SF	$	$
30	Thermoplastic Traffic Striping (4") to Place	180	LF	$	$
31	Thermoplastic Traffic Striping (6") to Place	180	LF	$	$
32	Thermoplastic Traffic Striping (8") to Place	180	LF	$	$

33	Thermoplastic Traffic Striping (24") to Place	126	LF	$	$
34	Thermoplastic Pavement Markings to Place	518	SF	$	$
35	8" Strom Drain Pipe to Place	50	LF	$	$
36	12" Storm Drain Pipe to Place	235	LF	$	$
37	Type "B" Drop Inlet to Place	3	EA	$	$
38	Bollards to Remove	3	EA	$	$
39	Sidewalk Barricade to Place	11	EA	$	$
40	8" Diameter Water Main to Lower	2	EA	$	$
41	Traffic Signal Flasher Installation	1	LS	$	$
42	Traffic Signal Modification	1	LS	$	$
43	Landscape Area	1850	SF	$	$

(F) – denotes final pay quantity

CONTRACTOR NAME: _____TOTAL $_____

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.

A schedule of values (cost break-down) for lump-sum electrical items shall be included with the bid. Otherwise, the bid will be deemed non-responsive. See Electrical Provisions for requirements of the cost breakdown.

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.

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
☐ Properly Signed ☐ *Improperly Signed*
☐ *Not Included* ☐ Not Required

Type of Deposit
☐ Bid Bond ☐ Cashier/Certified Check
☐ Other_____ Initial:_____

Contractor's License No. _____ Type _____

Expiration Date _____

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

City of Sacramento Business Operation Tax Certificate No. _____

Please indicate if you are any of the following:

EBE_____ Cert #_____ SBE_____ Cert #_____

UDBE_____Cert #_____ M/WBE_____Cert #_____

SCHEDULE OF VALUES V4 - 5/11 April 6, 2012

DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES DIVISION
915 I Street, Room 2000

PROJECT NAME: Robla Elementary Safe Routes to School Project
CITY PROJECT NUMBER: T15085700
CONTRACTOR: (As per City Agreement)
REMITTANCE ADDRESS:
PHONE NUMBER: ( )
INVOICE NUMBER: T15085700-

Remit To:
Department of Transportation
Engineering Services Division
915 "I" 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	Pre-construction Photographs	1	LS									1.00	
2	Clear and Grub	1	LS									1.00	
3	Potholing by Drilling	12	EA									12.00	
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17	Wood Fence to Reset	10	LF									10.00	
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19	Existing Drainage Inlets to Remove	3	EA									3.00	
20	Maintanence Hole to Adjust to Grade	1	EA									1.00	
21	Pipe Ends to Plug	8	EA									8.00	
22	Pull Box to Adjust to Grade	1	EA									1.00	
23	Fire Hydrant to Relocate	2	EA									2.00	
24	Roadway Excavation and Grading (F)	520	CY									520.00	
25	Traffic Sign to Place	16	EA									16.00	
26	New Post to Install	8	EA									8.00	

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	Sign to Relocate	4	EA									4.00	
28	Traffic Stripe to Remove	331	LF									331.00	
29	Pavement Markings to Remove	294	SF									294.00	
30	Thermoplastic Traffic Striping (4") to Place	180	LF									180.00	
31	Thermoplastic Traffic Striping (6") to Place	180	LF									180.00	
32	Thermoplastic Traffic Striping (8") to Place	180	LF									180.00	
33	Thermoplastic Traffic Striping (24") to Place	126	LF									126.00	
34	Thermplastic Pavement Markings to Place	518	SF									518.00	
35	8" Strom Drain Pipe to Place	50	LF									50.00	
36	12" Storm Drain Pipe to Place	235	LF									235.00	
37	Type "B" Drop Inlet to Place	3	EA									3.00	
38	Bollards to Remove	3	EA									3.00	
39	Sidewalk Barricade to Place	11	EA									11.00	
40	8" Diameter Water Main to Lower	2	LS									2.00	
41	Traffic Signal Flasher Installation	1	LS									1.00	
42	Traffic Signal Modification	1	LS									1.00	
43	Landscape Area	1,850	SF									1,850.00	
		Original Contract Total:											
	Change Order #1 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF! #
	Change Order #2 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF! #
	Change Order #3 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF! #
	Change Order #4 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF! #
	Change Order #5 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF! #
	Change Order #6 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF! #
	Change Order #7 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF! #
	Change Order #8 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF! #
	Change Order #9 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF! #
		Sum of all Change Orders			#REF!	"Total Work to Date" From Previous Pay Request	#REF!	This Estimate (current work)	#REF!	Total Work to Date	#REF!	Balancing Total of Adjusted Contract	#REF!
		CCO Adjusted Contract Amount (Original + Change Orders)			#REF!	Retention Withheld From Previous Pay Request		This Retention (current work) (5%)	#REF!	Retention Withheld to Date	#REF!		

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
		Partial Retention Release (Prior approval is needed before proceeding with partial rention 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	#REF!	Total Paid to Date	#REF!	Supervisor Approval (Print & Sign)	

Contractor Entered Data

PM Entered Data

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

March 19, 2012

RE: City of Sacramento Construction Contracting Opportunities

Robla Elementary Safe Routes to School Project (PN: T15085700). The project consists of constructing new curb, gutter, and sidewalk in front of Robla Elementary School and two pedestrian crossings of Rio Linda Boulevard. Each crossing will include curb ramps, pedestrian flasher, and a connection to the existing Sacramento Northern Bike Trail. Other work includes but is not limited to drainage improvements, paving, signing, and striping.

Bids to be received April 18, 2012 at 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

15. California Small Business Entrepreneurs, Inc (CalSBE)
    3023 East Myrtle Street, Stockton, CA 95205

16. Sacramento Asian Pacific Chamber of Commerce
    2012 H Street, Ste #202, Sacramento, CA 95814

17. Sacramento Black Chamber of Commerce
    2655 Del Monte St, West Sacramento, CA 95691

18. Russian Chamber of Commerce
    2929 Fulton Ave, Ste #6, Sacramento, CA 95821

19. Builders Exchange of Stockton
    7500 West Lane
    Stockton, CA 95210

Bidders may obtain the Contract Documents at Signature Reprographics, 620 Sunbeam Avenue, Sacramento, CA 95814, 916-454-0800. A non-refundable fee of **$25.00** will be charged. The construction estimate is **$310,000. The City Project Manager is Zuhair Amawi (916) 808-5760.**

QUESTIONS AND RESOLUTION OF DISCREPANCIES: Submit written questions about the Contract Documents to:

Department of Transportation, Engineering Services Division
915 I St, Room 2000
Sacramento, CA 95814
Attention: Jose R. Ledesma., (916) 808-8195

Respectfully,

Jose R. Ledesma
Contract Services

****

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

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

CITY OF SACRAMENTO
Department of Transportation

DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROJECT NO.: **SRTSL-5002 (131)**

CITY CONTRACT NO.: **T15085700**

NOTICE TO CONTRACTORS

Sealed proposals and bids for the work entitled:

ROBLA ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT
(PN: T15085700)

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., **WEDNESDAY APRIL 18, 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).

General work description: This project will construct new curb, gutter, sidewalks, curb ramps, striping, and minor drainage improvements in the vicinity of Robla Elementary School. The new drainage facilities will route the existing street surface run-off into existing roadside ditches. It is essential that access to Robla Elementary School is available throughout the project. The contractor will need to coordinate all construction activities near the school with the project engineer and principal to ensure access is maintained.

The project will also construct two new pedestrian crossings of Rio Linda Boulevard. Each crossing will include new curb ramps, crosswalks, signage, 24/7 flashers, and a paved connection to the existing Sacramento Northern Bike Trail.

All improvements will be constructed as shown on the plans or as directed by the project engineer.

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 $25.00 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
ROBLA ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT
(T15085700)

Technical questions should be directed to the Department of Transportation, to the attention of the Project Manager, Zuhair Amawi, 915 I Street, Room 2000, Sacramento, California, 95814, or telephone (916) 808-7620.

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

ROBLA ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT

Federal Aid Project No.: SRTSL-5002 (131)

City Project No.: T15085700

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

Civil:

_____
Ricky Chuck, Registered Civil Engineer

Electrical:

_____
Kaleb Haile, Registered Electrical Engineer

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SPECIAL PROVISIONS
FOR
ROBLA ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT

FEDERAL PROJECT NO.: SRTSL-5002 (131)

(PN: T15085700)

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.

Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

State or State of California: The City of Sacramento.

Transportation Building Sacramento: City Hall, City of Sacramento, State of California.

State Highway Engineer: The Director of Transportation of the City of Sacramento, State of California.

State Standard Specifications: Means the 2006 edition of the Standard Specifications of the State of California, Department of Transportation.

City Standard Specifications: Means the June 2007 edition of the City of Sacramento Standard Specifications.

Attorney General: City Attorney, City of Sacramento

Required Meetings: Means that all bidders are encouraged to attend required meetings, however bidders who do not attend shall be responsible for all information disseminated.

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:

(1) A cumulative increase if $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the Agency encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Bidders shall be fully informed in respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety are incorporated herein by this reference. Attention is directed to the following matters:

A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;

B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company;

C. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest;

D. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;

E. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:

1. The Caltrans "Civil Rights" web site at:
   http://www.dot.ca.gov/hq/bep.
2. The Caltrans DBE Directory. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520;

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 its 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;

6. For the purposes of this paragraph G, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

H. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

This project is subject to Title 49 CFR 26.13(b):

> 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 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.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal of **7.92%** for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

Make work available to UDBEs and select work parts consistent with available UDBE subcontractors and suppliers.

Meet the UDBE goal shown in the Notice to Contractors or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the UDBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

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 within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the UDBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.
3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

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.

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 failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

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

The Contractor shall begin work within 15 days after receiving a Notice to Proceed from the City of Sacramento.

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 9.3 "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 Nine Hundred Ten dollars ($910.00) 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.**

SECTION NO. 5 - GENERAL

5.1 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the State Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

5.2 PREVAILING WAGE

Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the State Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Sacramento. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Payment of prevailing wage must be documented through submission of certified payroll records for the prime contractor and lower tier subcontractors.
Electronic Web submittal of Labor Compliance Reports began effective May 1, 2007. Each contractor and every lower-tier subcontractor is be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Sacramento reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

This requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

5.3 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the State Standard Specifications and these special provisions.

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 1foot 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.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 12 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5.4 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications for all automated devices furnished for the project. If conflicts exist, the Year 2000 Warranty and Indemnity provisions of the Contract Agreement will prevail.

5.5 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall 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 trucks. If the DBE leases trucks from a non-DBE, the Contactor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

5.8 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5.9 PERFORMANCE OF SUBCONTRACTORS AND SUPPLIERS

The subcontractors listed by the Contractor in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the State Standard Specifications, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

UDBEs must perform work or supply materials as listed in the "Local Agency Bidder - UDBE Commitment" form specified under Section 2, "Proposal Requirements and Conditions," of these special provisions. Do not terminate a UDBE listed subcontractor for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the Agency.

The Agency grants authorization to use other forces or sources of materials for requests that show any of the following justifications:

1. Listed UDBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulate a bond is a condition of executing the subcontract and the listed UDBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed UDBE does not have a valid license under Contractors License Law.
4. Listed UDBE fails or refuses to perform the work or furnish the listed materials.
5. Listed UDBE's work is unsatisfactory and not in compliance with the contract.
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.

5.11 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

5.12 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

5.14 PAYMENTS

Attention is directed to Section 8, "Measurement and Payment" of the City Standard Specifications and these special provisions.

After acceptance of the contract pursuant to the provisions in Section 8 of the City Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes herein above listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5.15 ENCROACHMENT PERMIT

The proposed project limits are outside of the State right-of-way, therefore no encroachment permit is needed from Caltrans.

SECTION NO. 6 - (BLANK)

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."

7.5 FAILURE TO MAINTAIN INSURANCE

If at any time during the performance of this Contract the Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and City will withhold all Contract payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the Division of Risk Management of the City of Sacramento.

Any failure to maintain any item of the required insurance will be sufficient cause for termination of the Contract.

SECTION NO. 8 - MATERIALS (BLANK)

SECTION NO. 9 - GENERAL REQUIREMENTS

9.1 SCOPE AND LOCATION OF WORK

The following items of work are to be performed in these Special Provisions:

Construct new curb, gutter, and sidewalk along the Marysville Boulevard and Rose Street frontages of Robla Elementary School. The improvements will include a bi-furcated sidewalk with landscape strip, modifications to the existing elementary school irrigation system, on-street parking, and minor drainage modifications.

In addition to the frontage improvements discussed above, the project will also construct ADA compliant curb ramps on all four legs of the intersection of Marysville and Rio Linda Boulevards.

Two new pedestrian crossings of Rio Linda Boulevard will be constructed at the intersections of Pinedale and Santa Ana Avenues. Each crossing will consist of ADA compliant curb ramps, a marked cross-walk, an overheard flasher, and a connection to the existing Sacramento Northern Bike Trail.

The electrical work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material to install the overhead flashers and relocate any existing electrical facility as indicated on the Plan sheets and these Special Provisions.

9.2 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.

9.3 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05,"Order of Work," of the State Standard Specifications 2006 Edition and these Special Provisions.

At the end of each working day if a difference in excess of 0.2 foot exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the material involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

In the direction of the travel way, the material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 10% maximum or flatter to the bottom of the elevation.

9.4 COMPLETION TIME

The time limit for the completion of all items of work is Forty (40) working days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. Non working days will be assigned for the pole acquisition time period. The Contractor shall pay a sum in the amount of NINE HUNDRED TEN DOLLARS ($910.00) as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of Forty (40) working days.

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week and the number of working days charged to date. The Contractor will be allowed fifteen (15) calendar days in which to file a written protest setting forth in what respect the Contractor disagrees with the working day statement, otherwise the working day statement of the Engineer shall be deemed to have been accepted by the Contractor as correct.

9.6 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.

9.7 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 Zuhair Amawi of the Department of Transportation, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-5760, FAX (916) 808-7620 or zamawi@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.

9.8 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

To exit facility:

South on 28th Street
East on C Street
South on 29th Street

The Contractor shall be assessed an administrative penalty of $500 for each Contractor or subcontractor dump truck that uses 28th Street South of E Street to enter or exit the Bell Marine Co., Inc/Harbor Sand and Gravel.

9.9 CERTIFICATE OF COMPLIANCE

The Contractor shall provide the Engineer with a manufacturer's "Certificate of Compliance" at the Engineer's request within two weeks. The Certificate of Compliance shall clearly show that the material, equipment and/or work is in compliance with the tests and specifications set forth in these contract documents.

9.10 FINAL PAY QUANTITY

Final pay quantity is designated on the sealed bid proposal sheet with a "(F)". Final pay quantity shall conform to Section 9-1.015 "Final Pay Items" of the State Standard Specifications, except that the final pay quantity designation shall be made on the sealed bid proposal rather than the Plans.

9.11 EQUIPMENT TO BE SUPPLIED

All equipment, material and supplies called for in the specifications shall be new and currently manufactured items, unless otherwise specified. All equipment shall be complete and in operation to the satisfaction of the Engineer at the time of acceptance of the work.

All incidental parts which are not shown on the Plans or specified herein and which are necessary to complete the project shall be furnished and installed as though such parts were shown on the Plans or specified herein.

9.12 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have not been made in these Special Provisions, the Contractor shall stop work on that item, contact the Engineer and schedule his operations to work elsewhere on the site if possible. The City will be responsible for handling and removal of hazardous material or may request that the Contractor shall be available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a subcontractor who possesses a California license for hazardous substance removal and remedial actions.

Hazardous or contaminated materials may only be removed and disposed of from the project site in accordance with the following provisions:

1. All work is to be completed in accordance with the following regulations and requirements:

    a. Chapter 6.5, Division 20, California Health and Safety Code.

    b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials. 29 Code of Federal Regulation 1910.120 relating to Hazardous Waste Operation Safety Training.

    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.

9.13 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.

     The SMUD pole to be relocated is on the southwest corner of Pinedale Avenue and Rio Linda Boulevard. Contractor is to coordinate construction activities with SMUD.

   - AT&T

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 risers need to be marked, before any poles need to be stood by Pacific Bell, or before any overhead line heights need to be measured.

- Pacific Gas and Electric (PG&E)
  Contractor shall contact David Allen, Senior Field Engineer Technician for PG&E, at (916) 386-5277, and Larry Schlaht at (916) 386-5371at least 7 calendar days before start of construction. Contractor is to coordinate construction activities with PG&E.

  The existing 4" Steel gas line located on Marysville Boulevard near the Claire Avenue intersection, as well as the 2" steel gas line located on Rose Street near the existing Robla Elementary School driveway will need to be lowered to facilitate the installation of the proposed drainage improvements.

- Robla Elementary School
  Contractor shall contact Mario Penman, Principal of Robla Elementary School, at (916) 991-1006 at least 7 calendar days before start of construction.

  Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Special attention and coordination will be necessary for all construction activities in the vicinity of Robla Elementary School.

  Full access in and out of the school will be maintained at all times.

  Beginning Thursday June 14, 2012, Robla Elementary school will be closed for their "Summer Break."

2. A minimum of seven (7) calendar days prior to commencing work, the Contractor shall coordinate operations with the following City Divisions. The notice must answer the questions who, what, when, where and include the Project Manger's name.

   - City Waste Removal Division, Superintendent of Collection or Refuse Collection General Supervisor (808-4952).

   - Street Division, Street Cleaning Section General Supervisor (808-6333).

   - A minimum of three (3) working days prior to commencing work, the Contractor shall also be responsible for coordinating all works with the following City Divisions:

   - City Public Media and Communications Specialist, Linda Tucker (808-7523).

   - The Police and Fire Department Communication Center (808-5034).

   - The City Traffic Signs and Markings Shop (808-6363).

- Tree Services Division, Parks Superintendent (808-6345)
- Department of Utilities (808-5371)
- Streets Division (808-6336)
- City Traffic Engineering Services (808-5307).

The Contractor shall be responsible for any garden refuse piles, which are inadvertently placed in the street between the time of City pickup and the Contractor's work. The cost for removing garden refuse piles shall be included in the unit prices bid for the various items of the proposal.

The cost of coordination shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

9.14 PROJECT SCHEDULING

The Contractor shall submit to the Engineer a practicable progress schedule and a schedule of values at the pre-construction meeting and within 5 days of the Engineer's written request at any other time. The Contractor shall furnish the schedules on a form of his choice. The progress schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which he will start the features of the work and the contemplated dates for completion of the work. The schedule of values is submitted for use in determining progress payments. The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

The Contractor shall submit, review and update a project schedule in accordance with Section 7-2 of the Standard Specifications. Subsequent to the time that submittal of a progress schedule and a schedule of values is required in accordance with these specifications, no progress payments will be made prior to the submittal of an acceptable project schedule.

9.15 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.

No compensation will be paid to the Contractor for the maintenance and protection of existing utilities and facilities. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

9.16 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE

The contractor's attention is directed to Sections 6 and 7 of the Standard Specifications.

The contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles affected by the construction work. For emergency purposes, the responsible person in charge of the work must be reachable by phone 24 hours a day during the progress of the work. A 24-hour phone number shall be indicated on the permit application.

The contractor shall adhere to guidelines as stated in Section 12.20.030 of Title 12 of the Sacramento City Code pertaining to Traffic Control Plan – Requirements, and shall conform to the current edition of the California MUTCD. Particular attention is directed to Chapter 6D – Pedestrian and Worker Safety and Chapter 6F – Temporary Traffic Control Zone Devices, Section 6F.68 – Detectable Edging for Pedestrians.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a relatively smooth and even surface satisfactory for use by public traffic at all times. Skid resistance steel plates or other approved methods shall be used to cover all open excavations in the roadways and sidewalks at all times during construction

The plans shall be developed with the following requirements:

1. Working hours shall be between 8:30 AM and 4:00 PM Monday through Friday, unless otherwise approved by the Engineer.

2. Weekend work from 8:30 am to 5:30 pm may be approved by the Engineer.

3. The Contractor shall submit for approval, a written request to perform weekend work a minimum of two (2) weeks prior to the weekend dates. If weekend work is approved, the cost of inspection shall be borne by the City.

4. If necessary, only one travel lane may be closed on **Marysville Boulevard** to complete the proposed improvements along the frontage of Robla Elementary School.

5. A detour plan must be submitted and approved before closing the travel lane.

6. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.

7. The Contractor shall maintain existing electrical facilities and traffic and public safety in accordance with Section 34 of the Standard Specifications and these Special Provisions.

8. Residential driveways may only be closed after giving property owners 24 hour notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.

9. Commercial driveways shall remain open at all times. The Contractor shall schedule the commercial driveways to be poured in two phases unless more than one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners' 5 calendar days in advance.

10. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid-resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours.

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

9.17 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

The Contractor may use concrete slip form machines to construct concrete curbs, gutters and sidewalks. The Contractor must maintain proposed lines and grades as shown on the plans. For curbs constructed on existing pavements, the contractor must construct the curb to eliminate any

uneven lines and top of curb grade elevations. If in the sole discretion of the Engineer, these lines and grades are not maintained, the Contractor shall remove and replace the concrete at his/her costs.

9.18 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING

The Contractor is responsible for providing traffic control (at the request of the City survey crew) to place the Contractor's construction stakes within vehicle travel lanes of heavy volume streets and highways. Heavy volume streets are typically major and minor collectors and arterial streets; and are not alleys, local residential, local commercial, or local industrial streets. The cost to provide traffic control for construction staking in the vehicle travel lanes shall be included in the bid items the Contractor deems appropriate.

9.19 PUBLIC NOTIFICATION

The Contractor shall notify residents and businesses within the project limits in writing five (5) working days in advance of beginning work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor's representative that can be reached 24 hours a day, 7 days a week.

The Contractor shall be responsible for issuing a second notice to property owners five (5) working days in advance of commencing any work on private property. The Contractor shall include in the public notification flyers/postcards detailed procedures explaining precautions the homeowner can take to help prevent plugged utility service fixture problems. The Contractor shall submit to the Engineer for review and approval public notification flyers/postcards before they are issued to the public.

Full compensation for this item shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

9.20 REMOVAL OF ON-STREET PARKING

In Metered Parking Areas:

Seventy-two (72) hours prior to construction, the Contractor shall place signs adjacent to every third parking stall stating, "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block". Contractor shall also contact the City Parking Division prior to placing barricades.

Signs shall be placed before 1:00 PM on the day selected to allow sufficient time for City inspection.

The Contractor shall request the City Parking Division to cover each parking meter, prior to construction, with a "NO PARKING" sign and the signs previously placed adjacent to every third stall shall be mounted on a barricade and moved into the parking stall at the Contractors expense.

If the Contractor needs less than the entire block, every stall removed shall be barricaded in conjunction with the covering of parking meters.

Where parking removal is necessary, at metered parking stalls, the Contractor shall coordinate with the City Parking Division three (3) days in advance and shall be responsible for the payment of parking removal fees (City Code Section 25.122-1). It is recommended that the Contractor consult with the City Parking Division (phone 916-808-5874) prior to submission of his bid to obtain an estimate of the fees for this project. Note: Typical fees are $29 to bag the first meter and $5 each additional meter. Daily meter fees are typically $2.25 each day Monday through Saturday.

In Non-Metered Parking Areas:

Seventy-two (72) hours prior to construction (except Monday work, barricades shall be placed on the prior Thursday), the Contractor shall place signed Type II 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. The Contractor shall notify the City Parking Division (916-808-5874) prior to placing barricades. No fee is required in Non-metered zones. "NO PARKING" signs shall be approved by the Engineer prior to their use. "NO PARKING" signs and barricades shall be supplied by the Contractor. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place.

Barricades shall be placed before 1:00 PM on the day selected to allow sufficient time for City inspection.

Failure to comply with this section will prevent the City from towing vehicles parked within the proposed work area until the provisions of this section have been met and will require rescheduling of planned work. Additionally, "NO PARKING" signs and barricades shall not be removed prior to removal/towing of vehicles in violation of posted "NO PARKING" signs.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and payment of all fees required to perform all work, as specified in these Special Provisions and as directed by the Engineer and shall be considered as included in the prices paid for the various contract items of work. No additional compensation will be allowed therefore.

9.21 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

Equipment list and drawings shall be in accordance with Section 34-3 of the Standard Specifications and these Special Provisions.

Unless otherwise permitted in writing by the Engineer, the Contractor shall, within twenty (20) days following notification of award of the contract submit to the Engineer for approval a listing of equipment and material which he/she proposes to furnish and install. The list shall be complete as to name of manufacturer, size and catalog number of unit, and shall be supplemented by other data, including detailed scale drawings and wiring drawings. A minimum of five (5) copies of the above data shall be submitted to the Engineer for review and approval.

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.

9.22 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.

9.23 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.

9.24 PAVEMENT CUTTING AND RESTORATION

Pavement cutting and restoration shall conform to the provisions of Section 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.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for all work involved in this item shall be considered as included in the unit price bid for roadway excavation and removing and replacing asphaltic concrete pavement.

9.25 PROTECTION OF TREES

During construction the Contractor shall protect existing trees. All work near the trees shall be coordinated by the Contractor with the City Arborist, Duane Goosen, phone number 808-4996. The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection:

No storage of materials or parking of vehicles may occur within the drip lines of the trees, except on paved streets.

If, during construction, tree roots two inches (2") in diameter or greater are encountered, work shall stop immediately and the City Arborist shall be contacted for a root inspection, and roots shall not be cut without arborist approval. Roots approved by the arborist to be pruned during the course of project construction shall be cleanly cut. If extensive root pruning is proposed an arborist inspection will determine if tree removal is necessary.

If construction activities will affect any of the limbs of the trees, a certified arborist (certified by International Society of Arboriculture, Western Chapter) shall be consulted prior to the cutting or removal of any limb. Limbs approved by the arborist to be pruned during the course of project construction shall be cleanly cut.

The Contractor shall be responsible for damages to trees. Trees damaged by the Contractor during construction activities shall be assessed by the City Arborist using the International Society of Arborists (ISA) appraisal guide or UFS standard diameter and area indexing. The Contractor's responsibility for damaged trees will be determined by the Arborist.

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

9.26 TREE TRIMMING

Trees identified by the Engineer to be trimmed shall be trimmed in accordance with the following specifications and as directed by the Engineer or project Arborist in conjunction with the City Arborist:

General Conditions - This work is to be performed by a Tree Service Contractor, licensed and bonded to do business in the City of Sacramento. The work to be done will consist not only of this trimming and removal of branches and limbs but also disposal of material trimmed from these trees. Disposal of material will not be allowed at the City Dump.

Contractor shall be aware of and shall comply with all ordinances governing and related to tree trimming work. Contractor shall furnish all labor, materials and equipment as required in

performing the work described herein in strict accordance with these specifications and subject to the terms and conditions of this contract.

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 street at street level. The semicircle shall have a radius of forty feet (40') minimum on the street from the electrolier base. The unobstructed cone of light shall also illuminate an area at sidewalk level on the house side of the electrolier. This illuminated area shall extend fifteen feet (15') minimum from the base of the electrolier.

Twigs, small limbs and sucker growth shall be removed with hand pruners, pole pruners or a fine toothed saw. All portions of a tree removed in the pruning operations, whether small or large in diameter, shall be made just outside the branch bark ridge, parallel to and immediately adjacent to the tree limb from which the part is removed.

Any dead wood and broken limbs encountered in the pruning operations shall be removed. Dead wood shall be defined as any portion of the tree having no living foliage, no live buds or no apparent life in the cambium layer. Final cuts on dead limbs shall not cut into the branch bark ridge or branch collar of the parent limb. Dead limbs larger than three-fourths of one inch (3/4") in diameter shall be removed by sawing. Broken limbs shall be removed except where branches have split and one portion of the branch can be saved by pruning to reduce lateral end weight.

Shrubs shall be pruned as directed by the Engineer and shall conform to current ISA specifications.

The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

9.27 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED

If artifacts or stone, bone, or shell are uncovered during construction activities, the Contractor shall stop work within 100 feet of the find and notify the City, who will consult with a qualified archaeologist for an on-the-spot evaluation. Additional mitigation of the archaeological site will be the responsibility of the City. If bone is found and it appears to be human, the City will notify the Sacramento County coroner and the Native American Heritage Commission (916/322-7791).

9.28 HEALTH AND SAFETY

The Contractor is warned that existing sewers and appurtenances have been exposed to sewage and industrial wastes. These facilities shall therefore be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, wastewater, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his personnel to observe a strict regime of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the danger of solvents, gasoline, and other hazardous material in the existing sewers, these areas shall be considered hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall be aware of these dangers and shall take the necessary measures to assure his personnel observe proper safety precautions when working in these areas.

The Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands of waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in 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.

9.29 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.

SECTION NO. 10 - ITEMS OF THE BID PROPOSAL

ITEM NO. 1 - PRECONSTRUCTION PHOTOGRAPHS

Preconstruction photographs shall conform to Section 11 of the Standard Specifications.

Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in taking preconstruction photographs as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 2 - CLEARING ANG GRUBBING

Clearing and grubbing shall conform to Section 12 and 13 of the Standard Specifications and these Special Provisions. The removal of the existing roadway pavement, base, native material, curb, gutter and sidewalk shall be part of the "Roadway Excavation and Grading" item and shall not be paid for under this item.

Sprinkler/irrigation system pipes and heads which interfere with proposed improvements shall be relocated to the right-of-way line as part of this item. The property owner shall be notified in

writing of the relocation two (2) working days prior to its initiation. The existing sprinkler/irrigation system relocation shall be completed within three (3) working days of the initiation of work. Salvaged irrigation material shall be returned to the property owner along with other privately owned facilities shown on the Plans to be removed. All other excess material shall become the property of the Contractor and be disposed of away from the project site.

Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in clearing and grubbing as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 3 - POTHOLING BY DRILLING

Potholing shall consist of drilling where directed by the Engineer to fully expose underground utilities and facilities so that their exact horizontal and vertical alignment can be determined. The exact location and final number of potholes shall be determined in the field by the Engineer after the underground facilities have been marked in the field through Underground Service Alert (USA).

The Engineer will request potholing where potential conflicts exist between existing facilities identified through USA in the field and the proposed improvements. In the event existing and proposed facilities are found to be in conflict after potholing, the Engineer reserves the right to change the alignment and grade of the proposed improvements. The Contractor shall not commence work on the proposed improvements until the Engineer has determined the need for potholing and gives the Contractor clearance to proceed with the proposed improvements.

In the event lowering, raising or realignment of the proposed improvements are necessary because of conflicts, and the realignment materially changes the character of the planned work, increases or decreases in the unit cost of the work shall be established per the provisions of Sections 4 and 8 of the Standard Specifications.

A total of ten (10) non-consecutive working days shall be planned for in the Contractor's schedule for potholing work as specified in this item. The Contractor shall schedule the work such that potholing does not affect any critical path activities. No contract working day extensions shall be granted to the Contractor for potholing work.

Backfilling of potholing excavations shall be per Sections 13-4 and 14-3 of the Standard Specifications. The cost for backfilling and street surface restoration shall be included in the unit price bid for this item and no additional compensation shall be made. Surface restoration in paved areas not planned to be reconstructed with this project shall match the existing pavement section and be a minimum of 4" AC on 6" Class 2 AB per Standard Drawing No. T-80.

The quantity of potholing contained in the bid proposal has been specified for the purpose of establishing a reasonable unit price for this item. The Engineer reserves the right to decrease the specified quantity in its entirety or increase it as necessary for the proper completion of the work. Notwithstanding the provisions of Section 4 of the Standard Specifications, no adjustment to the

unit price will be made, nor will any monies be due to the Contractor for any change in the quantity specified in the bid proposal.

Potholing may be performed by drilling a hole in concrete or asphalt and excavating material as to not damage utilities or another approved method may be used. The maximum depth of pothole will be determined by the depth of utility. The diameter of the pothole shall not exceed 6 inches unless approved by Engineer.

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

ITEM NO. 4 - UNSUITABLE MATERIAL TO REMOVE AND REPLACE

Unsuitable material encountered below the grading plane in excavation areas shall be excavated, disposed and replaced as directed by the Engineer and shall conform to Section 14 of the Standard Specifications.

The quantity shown in the Proposal for this item shall be considered approximate. No guarantee is made or implied that the quantity will not be reduced, increased, or deleted as may be required by the Engineer. This item has been included in the proposal in anticipation of encountering unsuitable material. If no unsuitable material is encountered, then the quantity shown for this item will be deleted.

Contractor shall excavate unsuitable material and the resulting space shall be filled with Aggregate Subbase (Graded) at such places and limits directed by the Engineer and shall conform to Section 10 of the Standard Specifications.

Measurement for payment for excavation of unsuitable material and placement of Aggregate Subbase (Graded) shall be based upon the weight of Aggregate Subbase (Graded) material placed.

Payment shall be at the unit price bid per ton and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with removal of unsuitable material and placement of Aggregate Subbase (Graded) as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 5 - GEOGRID MATERIAL TO PLACE

Geogrid material shall be placed where unsuitable materials are encountered and as directed by the Engineer and shall conform to Sections 10 and 14 of the Standard Specifications.

The material Tenax, MS Series or approved equal may also be used. (www.tenax.net, Tenax Corporation, Geosynthetic Division).

The quantity shown in the Proposal for this item shall be considered approximate. No guarantee is made or implied that the quantity will not be reduced, increased, or deleted as may be required

by the Engineer. This item has been included in the Proposal in anticipation of encountering weak subgrade. If no weak subgrade is encountered, then the quantity shown for this item will be deleted. The geogrid item is included to minimize the need for subexcavating structurally unsuitable subgrade soils. It is a soil remediation alternative to subexcavating additional material below the required lines and grades of the Plans. It can also be used in conjunction with sub excavation operations in an effort to minimize the sub excavation quantities.

Payment shall be at the unit price bid per square yard in place and shall include full compensation for all labor, materials, tools, equipments, incidentals, compacting aggregate base material or other approved material above the geogrid and for doing all work involved with placing geogrid material as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 6 - SHOULDER BACKING TO PLACE

This item shall consist of furnishing, placing, and compacting three-quarter inch (¾") aggregate base for shoulder backing as shown on the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10 and 17 of the Standard Specifications. The aggregate base shall extend two feet beyond the edge of pavement. The thickness shall be consistent with the thickness of the proposed asphalt walkway at Pinedale Avenue.

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

ITEM NO. 7 - AGGREGATE BASE CLASS 2 TO PLACE

Class 2 aggregate base shall be placed as shown on the Plans and conform to Sections 10 and 17 of the Standard Specifications and these Special Provisions.

This Item shall Include placing 6" of Class 2 aggregate base under the PCC sidewalk and curb and gutter, in the proposed asphalt walkway and the transition areas between the existing pavement and the proposed curb, gutter, and sidewalks as shown on the plans.

Payment shall be made at the unit price bid per ton based on the weight tickets and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing aggregate base Class 2 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 8 - ASPHALT CONCRETE (3/4") PAVEMENT TO PLACE

Asphalt concrete shall be Type A, 1/2" maximum aggregate (coarse) and shall be placed on the walkway as shown on the plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10 and 22 of the Standard Specifications.

Payment shall be at the unit price bid per ton based on the weight tickets and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing asphalt concrete pavement as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 9 - 3 1/2" PCC SIDEWALK TO CONSTRUCT

Portland cement concrete (PCC) sidewalk shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

Sidewalk transitions to both residential and commercial driveways shall be included in this bid item.

The sidewalk portion of the curb ramps shall be paid under this item of the proposal. The curb ramps shall be constructed where shown on the Plans or as directed by the Engineer.

At locations where curb ramps or sidewalks are being retrofitted into existing sidewalk areas, sidewalk shall match existing color by adding one pound of lamp black per cubic yard of concrete.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing 3-1/2" PCC sidewalk as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 10 - CURB AND GUTTER TYPE 2 TO CONSTRUCT

Portland cement concrete curb and gutter type 2 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

The curb and gutter portion of the curb ramps and transitions to existing curb and gutter of a different type shall be paid for with this item of work.

The new concrete curb and gutter shall match existing improvements. The curb and gutter shall match existing color by adding one pound of lamp back per cubic yard of concrete.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb and gutter type 2 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 11 - CURB TYPE 3 TO CONSTRUCT

Portland cement concrete curb type 3 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb type 3 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 12 - 6" CONCRETE COMMERCIAL DRIVEWAY TO CONSTRUCT

Portland cement concrete (PCC) driveways shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to Sections 10, 19, 24 and 38 (DWG.T-21 or T-22) of the Standard Specifications. PCC commercial driveways shall be 6" thick and shall be constructed of Class "C" Portland cement concrete mix. Driveways shall be constructed at a maximum 10:1 slope in planter area and at a maximum 2% where the sidewalk is attached to curb and gutter.

This item shall include the removal of existing walkway and driveway. Existing driveway and walkway shall be sawcut at the locations marked by the Engineer in the field.

The City reserves the right to add, eliminate and /or modify any driveway in the field.

Driveway surfacing which has been removed in order to construct new driveway conforms shall be temporarily resurfaced with aggregate base if the time between removal and replacement will exceed three (3) calendar days. Once the existing driveway surfacing has been removed, the driveway conform area shall be maintained in a dust-free, finish graded condition until the permanent driveway conforms are constructed.

The area around reconstructed driveways shall be finished graded as directed by the Engineer.

Payment shall be at the unit price bid per square foot and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved in constructing PCC driveway as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 13 - PAVEMENT SECTION TO REMOVE AND REPLACE

Pavement section shall be removed per specified section as shown on the Plans or as directed by the Engineer and shall conform to Section 14 of the Standard Specifications. Pavement section replacement shall be four inches (4") Asphaltic Concrete and twelve inches (12") Aggregate Base Class 2 or as specified on the Plans.

Asphalt concrete shall be Type A, 3/4" maximum aggregate (coarse) and shall be placed as shown on the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10 and 22 of the Standard Specifications.

Class 2 aggregate base shall conform to Sections 10 and 17 of the Standard Specifications and these Special Provisions.

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

ITEM NO. 14 - TRUNCATED DOMES ON NEW RAMPS (36" X 48")

Cast in place truncated domes shall be installed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 38 (DWG.T-78 and T-79) of the Standard Specifications.

Detectable Warning Tiles shall be Armor Tile, ADA Solutions or approved equal, as manufactured by Engineered Plastics Inc.: Product (#1) #ADA-C3648S-YW, Cast in Place, 36" x 48", Sound Amplifying, Color Federal Yellow, Product (#2) #ADA-S-3648-YW, Surface Applied, 36" x 48", Sound Amplifying, Color Federal Yellow or ADA Solutions Product (#1) # 3648IDPAV1Y, Cast in Place, 36" x 48", Sound Amplifying, Color Federal Yellow, Product (#2) # 3648IDRET1Y, Surface Applied, 36" x 48", Sound Amplifying, Color Federal Yellow. Detectable Warning Tiles shall have a five (5) year written warranty.

Installation of detectable warnings shall be by manufacturer trained and certified individuals. Detectable warning and installation shall have a five (5) year written warranty.

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

ITEM NO. 15 - AC DRIVEWAY CONFORM TO CONSTRUCT

Asphalt concrete (AC) driveways conforms shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to Sections 10, 17, 22 and 38 (DWG.T-21 or T-22) of the Standard Specifications. This item includes sawcutting, excavation and removal of existing material to allow construction of the AC driveway conform. The driveway conforms shall be 4" thick Type A 1/2" maximum aggregate (coarse) AC placed on 6" thick Class 2 aggregate base (AB) which shall both be included under this item.

The Engineer shall determine the amount and exact limits of conform in the field. Measurement for payment shall be based upon square foot area of conform constructed. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

Payment shall be at the unit price bid per square foot and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with constructing AC conforms to construct as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 16 - CHICKEN WIRE FENCE TO RESET

Contractor shall remove and reset the existing fence where shown on the Plans, as directed by the Engineer, and in accordance with Section 13 of the Standard Specifications.

The Contractor shall use existing fence material from the respective property in the resetting of fences. Contractor shall replace any fencing material damaged with new material of equal quality or better.

Contractor shall store fence in a secure area under good conditions until time for reconstruction.

Where fences are removed for resetting, the Contractor has the option of resetting the fence during the construction of the sidewalk or using a temporary five-foot (5') chain link fence to protect the existing property. The property must be protected by fencing at all times. Payment for temporary fencing shall be included in the cost of this item.

The Engineer shall determine the amount and exact limits of fence to be reset in the field. Measurement for payment shall be based upon the actual length of fence reset. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in resetting existing chain link fences as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 17 - WOOD FENCE TO RESET

Contractor shall remove and reset the existing fence where shown on the Plans, as directed by the Engineer, and in accordance with Section 13 of the Standard Specifications.

The Contractor shall use existing fence material from the respective property in the resetting of fences. Contractor shall replace any fencing material damaged with new material of equal quality or better.

Contractor shall store fence in a secure area under good conditions until time for reconstruction.

Where fences are removed for resetting, the Contractor has the option of resetting the fence during the construction of the sidewalk or using a temporary five-foot (5') chain link fence to protect the existing property. The property must be protected by fencing at all times. Payment for temporary fencing shall be included in the cost of this item.

The Engineer shall determine the amount and exact limits of fence to be reset in the field. Measurement for payment shall be based upon the actual length of fence reset. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in resetting existing wood fences as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 18 - MAINTENANCE HOLE BASE TO RECONSTRUCT

Where shown on the Plans, maintenance hole base shall be reconstructed. In general, maintenance holes requiring base reconstruction have flat bottoms requiring modification. This item includes all work associated with reconstructing maintenance hole bases, cleaning, repairs, modification, and reconstructing the base in conformance with the Standard Specifications and these Special Provisions.

MATERIALS

Non-Shrink Grout

Base material shall be non-shrink grout, " Non-shrink Multipurpose Grout Cement All", by Rapid Set, or equal. Non-shrink grout shall conform to ASTM C1107 and ASTM C928. Minimum compressive strength per ASTM C109 shall be 7400 psi at 28 days.

Additive

Bonding emulsion additive shall be mixed into non-shrink grout and shall be SB Bonding Emulsion by Koester American Corp. or equal.

Flowline

Flowline material shall be constructed of pipe to match existing pipe material adjacent to maintenance hole. Flowline pipe material shall conform to City Standards and these Special Provisions. New flowline shall match inlet and outlet pipe elevations and shall extend to inside face of maintenance hole. If inlet and outlet pipes are of different sizes, new flowline pipe size shall match larger pipe size.

APPLICATION

Preparation

Remove all unsound concrete keeping edges and corners square. Adjacent concrete should be free of oil, grease, laitance, and debris. Surface shall be water blasted. Dampen surface prior to placement of non-shrink grout.

Workmanship

Existing flowline shall be saw cut and chipped to remove a minimum of two-inches (2") below and outside existing flowline pipe. New flowline pipe shall be set into freshly mixed non-shrink grout.

Non-shrink grout and bonding emulsion additive shall be mixed and placed in accordance with manufacturer's instructions. Mix with clean potable water only. Use the minimum possible trowel strokes and minimum pressure when troweling. Do not re-finish already troweled surfaces. Wet cure for a minimum of 48 hours.

Maintenance hole bench shall slope upwards from the springline of the pipe to the projected level of the crown of the pipe at the maintenance hole wall or 12 inches above the springline, whichever is less. All holes, cracks, and seams shall be grouted flush with the maintenance hole interior. All internal surfaces shall have a smooth finish.

Patching defects

Contractor shall inspect maintenance hole and apply non-shrink grout to any and all defects such that the finished surface is smooth and free of rock pockets, voids, gaps, and holes.

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

ITEM NO. 19 - EXISTING DRAINAGE INLETS TO REMOVE

Existing drainage inlets shall be removed as shown on the Plans or as directed by the Engineer.

The frame and cover shall be cleaned of all material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street - Attn: Jeff Heard, Drainage Superintendent (916) 808-6223 or Attention: Ward Cox, Sewer Superintendent (916) 808-6224.

The existing maintenance hole shall be disposed of away from the site of the project. Excavation shall conform to Section 14-2, Structure Excavation of the Standard Specifications. Pavement restoration shall conform to other sections of these Special Provisions.

Payment shall be at the unit price bid per each indicated in the proposal per each maintenance hole removed and shall include full compensation for returning the frame and cover to the Corporation Yard, disposal of the maintenance hole, and all work necessary to complete this item.

ITEM NO. 20 - MAINTENANCE HOLE TO ADJUST TO GRADE

Existing maintenance holes shall be adjusted to the grade of the new surface and shall conform to the applicable requirements of Sections 10, 25 and 38 of the Standard Specifications and these Special Provisions.

The cost of adjusting a maintenance hole shall include any necessary lowering, temporarily removing, covering and raising the maintenance hole head to the grade of the new surface under this item.

If lowering is necessary, 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.

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

ITEM NO. 21 - PIPE ENDS TO PLUG

This item shall include plugging of abandoned pipes with 2 sack, portland cement concrete for a length of two feet as shown on the Plans or if encountered during construction and shall conform

to Section 10 of the Standard Specifications and these Special Provisions. This item shall include but not be limited to connections to drain inlets or any other connections or openings.

The quantity of pipe ends to be plugged shown on the Proposal is for bidding purposes only. The unit price indicated for pipe ends to be plugged will not be adjusted because the actual number of pipe ends required to be plugged varies from the quantity shown on the Plans and in the Proposal.

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

ITEM NO. 22 - PULL BOX TO ADJUST TO GRADE

This item shall pay for adjusting existing pull boxes to the grade of the new surface and shall conform to the applicable requirements of Sections 10 and 34 of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for protecting all cables from injury or damage during the construction operations.

All rubble and debris on the pull box floors associated with the Contractor's operation shall be removed and disposed of away from the project site.

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

ITEM NO. 23 - FIRE HYDRANT TO RELOCATE

This item shall consist of relocating standard fire hydrants as shown on the Plans and shall conform to applicable requirements of Sections 10, 27, and 38(DWG.W-201) of the Standard Specifications and these Special Provisions.

The nominal diameter for hydrant leads and gate valves shall be 6" for 6" mains, or 8" for 8" and larger mains. Reducers will not be allowed on hydrant leads unless otherwise approved.

A bury line shall be clearly marked on the hydrant barrel per manufacturers recommendations.

The furnishing and placing of the branch lead pipe from the water main to the fire hydrant shall be included with the bid item for the appropriate size water main. If needed, the furnishing and installing of the fire hydrant gate valves shall be included.

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

ITEM NO. 24 - BLANK

ITEM NO. 25 - TRAFFIC SIGN TO PLACE

This item shall consist of manufacturing, furnishing and installing traffic signs on existing posts or new posts shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 32 and 38 of the Standard Specifications and these Special Provisions. New posts will be paid by a separate item.

The Contractor shall notify the Engineer two (2) working days prior to the placement of the signs. The Contractor shall review the proposed sign location with the Engineer and a supervisor from the City's Traffic Signs and Markings section prior to installation of the sign. The Engineer may make adjustments to the proposed sign location in the field.

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.

Signs located at the side of the roadway shall have a minimum height of seven feet (7') from the adjacent ground to the bottom of the sign, unless specified otherwise. The height of a combination of signs in the median, such as an R7 with an R10, shall be 18 inches from the top of the island to the bottom of the lowest sign (R10) with a maximum one-inch separation between the two signs.

Each sign shall have the date of manufacture and a location number stenciled on the backside. 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 and shall be turned in as part of the "Record Drawings".

A. Sign Posts

A 5/16-inch diameter cap screw with a plated rubber backwasher against the face of the sign and elastic stop nuts shall be placed through the sign and post at both top and bottom of each sign. A "V" notched piped saddle, to support the sign, shall be placed between the sign and the post.

B. Signal and Street Light Poles

Place a ¾-inch stainless steel banded strap and appropriate hardware at both top and bottom of each sign.

C. Sheeting Grade

Sheeting Grade shall use ASTM Type 11 or 3M DG Cubed specifications designed to enhance nighttime visibility of traffic control signs and objects. Type 11 or 3M DG Cubed sheeting shall have a precoated adhesive protected by an easily removable liner.

Payment shall be made at the unit price bid per each sign and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing traffic signs on existing posts or new post as shown on plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 26 - NEW POST TO INSTALL

This item shall consist of installing new posts for traffic signs where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 32 and 38 of the Standard Specifications and these Special Provisions.

The Contractor shall notify the Engineer two (2) working days prior to the placement of the posts. The Contractor shall review the proposed post location with the Engineer and a supervisor from the City's Traffic Signs and Markings section prior to installation of the post. The Engineer may make adjustments to the proposed post location in the field.

All posts shall have a minimum resisting Moment of 400 foot-pounds. All posts shall be capped. Post caps may be aluminum or galvanized steel. Bolts and miscellaneous metal hardware shall be galvanized or plated after fabrication in conformance with Section 75 "galvanizing" of the State of California, Department of Transportation Standard Specifications.

Payment shall be made at the unit price bid per each post, and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in installing new posts for traffic signs as shown on plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 27 - SIGN TO RELOCATE

Existing roadside signs shall be removed and relocated to the new locations 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. Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

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

ITEM NO. 28 - TRAFFIC STRIPE TO REMOVE

Thermoplastic and preformed traffic stripes (4", 6", 8", 12") 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 shall be removed as the work progresses. Accumulations of grinding material, which might constitute a hazard to traffic, will not be permitted.

The striping and markings' 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 place temporary markers prior to removing traffic control measures during the striping removal operation. Temporary markers shall be maintained until permanent striping is in place.

Measurement shall be by the linear foot of traffic stripe removed. No payment will be made for gaps in broken traffic stripes. Double center stripes shall be paid as two (2) four-inch stripes.

Twelve-inch traffic stripes are defined as both transverse and longitudinal lines, which include, but are not limited to, 12" limit lines, 12" crosswalks stripes, and 12" speed hump stripes. 24" limit lines shall be considered as two 12" stripes to remove.

The quantities of this item may be adjusted, deleted, or omitted as directed by the Engineer to meet 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 linear foot of traffic stripe removed regardless of width and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved with removing traffic stripes as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 29 - PAVEMENT MARKINGS TO REMOVE

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

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

Pavement markings are defined as, but are not limited to, word and symbol markings, parking brackets, and "Triple-four" crosswalks.

Payment shall be at the unit price bid per square foot of pavement markings removed and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved with removing pavement markings as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 30 - THERMOPLASTIC TRAFFIC STRIPING (4") TO PLACE

ITEM NO. 31 - THERMOPLASTIC TRAFFIC STRIPING (6") TO PLACE

ITEM NO. 32 - THERMOPLASTIC TRAFFIC STRIPING (8") TO PLACE

ITEM NO. 33 - THERMOPLASTIC TRAFFIC STRIPING (12") TO PLACE

ITEM NO. 34 - THERMOPLASTIC PAVEMENT MARKINGS TO PLACE

Thermoplastic traffic stripes and 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.

Payment shall be at the unit price bid per lineal foot of thermoplastic traffic stripes and by square feet for markings and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing thermoplastic traffic stripes and markings as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 35 - 8" STROM DRAIN PIPE TO PLACE

This item shall be built conforming to Section 10 of Standard Specifications as shown on plans and as directed by the Engineer.

8-inch diameter PVC pipe and fittings shall be class 100 SDR 25 conforming to AWWA C 900.

Drain lead connections to drains and drain inlets shall be included in this item. Drain inlet lead and fittings shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions.

The pipe invert elevations shown on the Plans are approximate only. It shall be the Contractor's responsibility to determine the final vertical alignment by means of locating potential conflicts prior to construction of the pipes, No deflections will be allowed in the lead unless otherwise approved by the Engineer. Guidelines for final profile of pipe are as follows:

Surface restoration shall be performed as specified in "Asphalt Concrete to Place" and "Aggregate Base Class 2 to Place", elsewhere in these Special Provisions.

Payment shall be at the unit price bid per lineal foot of proposed pipe to install and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing pipes, including surface restoration, as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 36 - 12" STORM DRAIN PIPE TO PLACE

This item shall be built conforming to Section 10 of Standard Specifications as shown on plans and as directed by the Engineer.

12-inch diameter PVC pipe and fittings shall be class 100 SDR 25 conforming to AWWA C 900.

Drain lead connections to drains and drain inlets shall be included in this item. Drain inlet lead and fittings shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions.

The pipe invert elevations shown on the Plans are approximate only. It shall be the Contractor's responsibility to determine the final vertical alignment by means of locating potential conflicts prior to construction of the pipes, No deflections will be allowed in the lead unless otherwise approved by the Engineer. Guidelines for final profile of pipe are as follows:

Surface restoration shall be performed as specified in "Asphalt Concrete to Place" and "Aggregate Base Class 2 to Place", elsewhere in these Special Provisions.

Payment shall be at the unit price bid per lineal foot of proposed pipe to install and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing pipes, including surface restoration, as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 37 - TYPE "B" DROP INLET TO PLACE

Type "B" Drop Inlets shall conform to Sections 20, 24 and 38 (DWG. S-10) of the Standard Specifications.

Drain inlets shall be precast or cast in place, formed using wood or metal forms. Hand forming of concrete will not be allowed. If cast in place,, maximum wall thickness shall be 8-inches. The grate shall conform for Section 38 of the Standard Specifications. The grate shall be installed so that either end of the grate can be lifted from the frame and removed by pulling parallel to the curb. The grate frame shall be installed between ½ and 1 inch from the face of the open back hood. All joints and all connections between the hardware (grate and hood) and the vertical walls of the drain inlet shall be grouted forming a smooth transition with a light broom finish.

The open back hood shall be cast iron or approved equal.

The vertical distance between the grate and the top of the hood shall be a minimum of 5" and a maximum of 8". If the top of the hood must be placed below the top of curb, there shall be a minimum 3" cover of concrete. One number 4 rebar shall be placed in the concrete and shall extend 12" on both sides of the hood. If the top of the hood is placed flush with the top of curb, the Contractor shall embed hood in concrete, 4 inches from the back of the hood extending 6 inches beyond both ends of the hood.

Drain lead shall be connected to drain inlet with approved waterstop cast into sidewall with non-shrink grout. Waterstop shall have a minimum of 2-inches of embedment on all sides. Pipe end shall be flush with the inside surface of the box.

Curb and gutter reconstruction shall match existing geometry and, at the Engineers discretion, extend up to 5 feet in length on either side of the inlet. The cost of curb and gutter reconstruction shall be included in the curb and gutter item. Surface restoration shall be in accordance with the appropriate section of these Special Provisions. Pavement cutting shall be perpendicular and parallel to the centerline of the road. Surface restoration due to the installation of the drop inlet shall be paid for as part of this item.

Payment shall be at the unit price bid per each and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved in constructing type "B" drop inlet as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 38 - BOLLARDS TO REMOVE

Existing bollards shall be removed as shown on plans and as directed by the engineer.

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

ITEM NO. 39 - SIDEWALK BARRICADE TO PLACE

Barricades shown on the plans shall be installed where shown on the plans and in accordance with the drawing T-102 of Standard Specifications, and as directed by the Engineer.

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

ITEM NO. 40 - 8" WATER MAIN TO LOWER

This item shall consist of furnishing and lowering the existing 8" water main pipe at the locations, size and alignments shown on the plans or as directed by the Engineer.

The water main pipe and its placement, along with the necessary fittings and their installation shall meet the applicable requirements of Sections 10, 27, and 38 (W-106) of the City Standard Specifications.

Surface restoration shall be associated with this item and shall be a minimum of 4"AC over 16"AB unless otherwise shown on the Plans and shall be performed as specified elsewhere in these Special Provisions and paid for under this item. The Contractor shall restore surfaces in kind unless otherwise specified on the Plans or in these Special Provisions. Pavement cutting and restoration shall conform to the provisions of the City Standard Specifications and these

Special Provisions. Striping and speed bump replacement, concrete, landscaping, asphaltic concrete, or any other material replacement encountered, shall be included in this item.

Included in this item is the removal of the existing water main and valves. The existing water main shall become the property of the Contractor for disposal away from the project site.

Included in water main placement are required thrust blocking, tees, couplers, reducers, 45 degree elbows, potholing, shoring, and connections to the existing water mains.

Excess excavated material shall be the property of the contractor and shall be deposited in a location and manner satisfactory to the Engineer.

Measurement for payment shall be based upon the horizontal dimensions of the water main constructed.

Payment shall be at the unit price bid per Each and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved in lowering or raising the water main as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 41 - TRAFFIC SIGNAL FLASHER SYSTEM INSTALLATION

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the flasher system installation as indicated on the Plan sheets and these Specifications.

Included in the work shall be furnishing and installing traffic signal standards, mast arms, luminaries, conduits, conductors, streetlight standards, flasher assembly, pull-boxes, mounting brackets, foundations, metered service pedestals, and all appurtenances shown on the Plans and called for in these Provisions to insure a complete installation.

A Schedule of Values (cost break-down) for lump sum electrical items must be included with the bid. Otherwise, the bid will be deemed non-responsive. For further clarification refer to Section 11 – Electrical Work Provisions.

Payment shall be at the lump sum price bid 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. 42 - TRAFFIC SIGNAL MODIFICATION

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the traffic signal modification as indicated on the Plan sheets and these Specifications.

Included in the work shall be furnishing and installing conduits, conductors, pull-boxes, detector loops, detector hand holes. Detector lead-in cables, mounting brackets, foundations, and all

appurtenances shown on the Plans and called for in these Provisions to insure a complete installation.

Also included in the work shall be the relocation of existing traffic signal standards to new locations as shown on the Plan sheets and these Specifications.

A Schedule of Values (cost break-down) for lump sum electrical items must be included with the bid. Otherwise, the bid will be deemed non-responsive. For further clarification refer to Section 11 – Electrical Work Provisions.
Payment shall be at the lump sum price bid 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.

SECTION NO. 11 - ELECTRICAL WORK PROVISIONS

11.1 ELECTRICAL COST BREAK-DOWN

A Schedule of Values (cost break-down) for lump sum electrical items must be included with the bid. Otherwise, the bid will be deemed non-responsive.

The sum of the amounts for the units of work listed in the cost break-down for electrical work shall be equal to the contact lump sum price bid for the work. The unit price is the material and installed cost with overhead, profit, and labor.

The Contractor shall determine the quantities to complete the work shown on the plans. The quantities and values shall be included in the cost break-down submitted with the bid package. The Contractor shall be responsible for the accuracy of the quantities and values. No adjustment in compensation will be made in the contract lump sum prices paid for the various electrical work items due to any differences between the quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions. At the Engineer's discretion, the approved cost break-down may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the items of electrical work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined, at the Engineer's discretion, in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 4-1.03B, "Increased or Decreased Quantities", of Caltrans Standard Specification. The cost break-down submitted by the responsive qualified low bid Contractor shall be approved by the Engineer before any partial payment for the items of electrical work shall be made based on the cost break-down. The cost break-down shall include, but is not limited to: type of equipment, estimated quantity, and unit price ($/LF or each). See below for sample items. Some items from the list may not apply to the project, and other items may need to be included. Contractor shall submit break-down in a spreadsheet format.

> *Conduit* – list each size (2", 3", etc.), installation method, quantity (LF), unit price ($/LF).

Conductor – list each size (#6, #8, etc.), quantity (LF), and unit price ($/LF).
Pull Box – list type (#5, #6, etc), quantity, and unit price ($/EA).
Electrical Service – type (metered or unmetered), quantity, and unit price ($/EA).
Traffic Signal and Streetlight Standards with Foundation – list each standard (such as 1-B, Type 17, mast arm, ornamental, etc), quantity, and unit price ($/EA).
Luminaires – type (200 watt fixture, etc.), quantity, unit price ($/EA).
Traffic Signal flasher Displays – quantity and unit price ($/EA). etc

11.2 ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

11.2.1 Ballast (Mast Arm Luminaire)

Each luminaire shall be furnished with an integral ballast prewired to a terminal board. The ballast shall be 120-volt, magnetic regulator type with ±10% input voltage range. Windings shall be copper and the primary winding shall be electrically isolated from the secondary.

Prior to City acceptance of a fixture for installation, the Contractor shall submit to the Engineer for approval, information on the fixture and its ballast as per Section 34-3 of the Standard Specifications. Information on the ballast shall include but not be limited to the following:

Regulation - Furnish ballast electrical data and lamp operating volt-watt graph for nominal +10% and -10% of rated line voltage for the rated life of the lamp to verify ballast performance and compliance with lamp specifications.

For nominal and through rated lamp life, the lamp wattage spread shall not exceed 18% for ±10% line voltage variation.

Power Factor - Furnish test data to indicate that the power factor of the lamp-ballast system shall not drop below 90% throughout lamp life, for nominal to end of rated lamp life for ±10% line voltage variation.

Capacitor Variance - Ballast design shall be such that the normal manufacturing tolerance for capacitor of ±6% will not cause more than ±8% variation in regulation throughout rated lamp life for ±10% line voltage variation.

Lamp Failure - The ballast including the lamp starting circuitry function shall be capable of protecting itself against lamp failure modes. The ballast shall be capable of operation with an open or short circuit condition for extended periods of up to six (6) months without significant loss of ballast life, based average life of 100,000 hours.

11.2.2 Conduit Material

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:

Conduit shall be fabricated from polyethylene shall be in conformance with applicable ASTM and NEMA standards and Article 347 of the National Electrical Code. Non-black polyethylene conduit shall contain not less than 2500 parts per million (ppm) of a hindered amain ultraviolet light stabilizer. Ultraviolet stabilization additive for black polyethylene conduit shall consist of a carbon black loading of 2.5% ± 0.5% by weight.

Conduit shall be manufactured from high-density polyethylene resin designated as Type III, Category 5, Class C, Grade P34 material in accordance with ASTM D1248.

11.2.3 Conduit Installation

Conduit installation shall be in accordance with Section 34-9, 34-10 of the Standard Specifications and as modified by these Special Provisions. "Jet-rodding" is not permitted.

Conduits terminating in pull boxes, standards, pedestals and cabinets shall rise vertically and shall not slope in any direction. Conduits terminating in standards, pedestals, and cabinets shall terminate one and one-half inches (1½") above finished grade. Conduits shown on the Plans to be adjacent and parallel to each other shall be installed in the same trench or drill hole unless otherwise specified or directed by the Engineer. Under the sidewalk, conduit shall be laid to a depth of not less than eighteen inches (18") below the sidewalk grade.

Conduits shall be installed by trenching or directional drilling method.

All applicable requirements in these Special Provisions to locate, and to protect existing utilities, utility laterals, obstructions, and other facilities in the area shall be conformed to and no additional compensation will be allowed therefor. Contractor is responsible for any damage and the repair of any existing facilities damaged by his/her trenching or drilling operations. Contractor is responsible for any potholing necessary and cost for potholing shall also be included in price paid for applicable items of work and no additional compensation will be allowed therefor. All trenching or drilling work shall be contained within the City right-of-way. If utilities or other obstacles are encountered at the specified conduit depth, any additional drilling required to avoid the obstacle shall be made at the Contractor's expense and no additional compensation will be allowed therefor. Location of trenching and drill holes shall take into consideration minimal impact to the street pavement while still meeting the requirements of these Special Provisions.

A. Trenching Method

Installation of conduit by trenching shall be in conformance with the Plans and these Special Provisions. See plan sheets for trench details. Trenches shall be backfilled or covered at the end of each work day. All conduit installed by trenching shall be anchored every 15 feet to the bottom of the trench, with an approved method, so as to prevent the conduit from floating when the concrete is backfilled into the trench.

1. Trenches in reconstructed roadways 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 and depth of conduit(s).

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 ¾" aggregate (coarse); except on residential streets where the base course shall be Type A, ¾" aggregate (coarse) and surface coarse shall be Type B, ½" 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 shall cross at 90 degrees to the line or at a minimum of 45 degrees if a 90 degree crossing is not possible.

11.2.4 Conductors

Conductors shall be in accordance with Section 34-12 of the Standard Specifications, except for the following:

1. If the existing ground wire (green 1#10 THW) is used as a pullwire, a new ground wire shall be pulled with the new conductors or cables.

2. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation.

3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers. High Pressure Sodium Vapor Lamps

Each luminaire shall be equipped with a clear high pressure sodium vapor lamp. The lamp base shall be a mogul screw base. Lamps shall conform to the appropriate ANSI Specifications for the luminaire voltage and wattage specified on the plans.

The Contractor shall test each lamp to be used prior to installation. All lamps used shall conform to the following initial lamp voltage characteristics:

Lamp Wattage (Watts)	Rated Voltage Design Center (Nominal volts)	Voltage Range Initial
100	55	45-62
200	100	90-115

The lamp voltage measurement may be made using a standard ballast or the fixture ballast or the fixture ballast intended for use with the lamp.

The measurement shall be made with an A.C. volt meter having an accuracy of one-tenth of one percent of full scale. All lamps that do not fall within the range specified shall not be installed on this contract. Contractor shall allow the lamps to reach a steady state condition after twenty (20) minutes before measurement is made.

The Contractor shall, as part of the guarantee, replace with the Contractors forces at the Contractors expense any and all lamps that fail within a one year period following final job acceptance. If the Contractor fails to respond within forty-eight (48) hours after notification, the City will reserve the right to replace the lamp and the contractor agrees to pay the City the sum of $50.00 for each lamp replaced in this manner.

11.2.5 Inspection

Inspection shall be in accordance with Section 34-22 of the Standard Specifications and these Specifications.

11.2.6 Mast Arm Mounted Luminaires

All new luminaires to be installed shall be inspected by the Engineer prior to installation.

Mast arm mounted high pressure sodium luminaires to be furnished and installed shall have an integral ballast having a ± 10% regulation as specified under the heading "Ballasts" in these Specifications. Luminaires shall be 200-watt high pressure sodium vapor lamps unless otherwise specified.

Luminaires shall be designed to produce asymmetric distributions conforming to Illuminating Engineering Society light pattern Type III unless otherwise specified. The units shall be suitable for two-inch (2") slipfitter end mounting.

Luminaires shall be medium semi-cutoff type with tempered glass refractors.

Luminaires shall be supplied without photo cell receptacles unless otherwise called for on the Plans. If the luminaire housing is provided with a hole for the receptacle and the receptacle is not specified, the hole shall be closed in a weatherproof manner by using one of the following methods:

1. A stainless steel or aluminum plate at least one-half inch (1/2") thick pressed into the larger hole of the boss and securely fastened with RTV (room temperature vulcanizing) silicone sealant.

2. A stainless steel or aluminum plate at least one-eighth inch (1/8") thick and gasket held by two stainless steel machine screws which are fastened into a base nut plate.

All luminaires supplied with photo cell receptacles that will not be used shall be required to completely bypass the receptacle and a shorting plug shall be securely installed in the receptacle.

11.2.7 Metered Electrical Service

The new service pedestal shall be supplied and installed as shown on the Plans and shall conform to the serving utility requirements.

The service pedestal shall be fabricated in accordance with the dimensions shown on the service pedestal detail drawing in the traffic signals / street lighting standard details in the plan sheets. The overall dimensions of the enclosure shall be 63" high x 12" wide x 7.25" deep.

The service pedestal shall be fabricated from 14 gauge Type 304D stainless steel and as described under the following paragraph in the Caltrans Standard Specifications section 86-3.07A, "Cabinets fabricated from stainless steel shall conform to the following:".

The mounting brackets shall be 10 gauge Type 304D stainless steel. All welds shall be of highest quality and ground smooth and finished so that grind marks are not visible.

The enclosure shall be rain tight and dust tight. All welds shall be ground smooth and finished so that grind marks are not visible. A hinged dead front plate with cutouts for the handles of the breakers and the switch shall be provided in addition to a hinged outside door equipped with a

draw latch suitable for padlocking. Galvanized anchor bolts shall be inside or outside the service pedestal as shown on the Plans.

A hinged dead front plate with cutouts for the handles of the breakers and the switch shall be provided. A hinged outside door equipped with a heavy duty draw latch and two (2) heavy duty hasps suitable for padlocking shall be provided for the service section. The dead front panel on the service enclosure shall have a continuous stainless steel piano hinge.

The enclosure shall have no screws, nuts, or bolts on the exterior, except utility sealing screws. All screws, nuts, bolts, and washers shall be stainless steel. All hinges and hinge pins shall be stainless steel.

No surface of the pedestal shall be deflected inward or outward more than 1/16" measured from the intended plane of the surface.

The service pedestal shall consist of a separate metering section and a service section. The meter section shall have a removable cover-top, side, and front sections welded together so that it is rain tight and padlockable.

Service enclosures shall be factory wired and conform to NEMA Standards. All control wiring shall be stranded copper, No. 14 AWG THHN/THWN rated for 600 Volts. All control wiring shall be marked with permanent clip sleeve wire markers. Felt, pencil, or stick back markers will not be acceptable. A copy of the wiring diagram for the service pedestal shall be enclosed in plastic and mounted on the inside of the service section.

All circuit breakers, contactors, and wire shall be listed by UL or ETL. The pedestal shall conform to the NEMA 3-R standard.

The terminal lugs or strips shall be copper or alloyed aluminum. All terminals shall be compatible with either aluminum or copper conductors.

The service pedestal shall have provisions for the installation of up to a total of 16 single-pole circuit breakers, including brass links and mounting hardware. All copper wiring used for main bussing shall be No. 2 AWG THHN/THWN and rated for 125 amperes. Branch circuit panel shall use loop wiring rated for 105 amperes with THHN/THWN insulation.

Nameplates of a reasonable size identifying the control unit therein shall be installed on the dead front panel. Nameplates shall be black laminated with a white plastic center. All nameplates shall be fastened by screws.

The entire service pedestal shall be constructed with the highest quality workmanship and shall meet all applicable codes. Complete submittal drawings on all substitutions shall be submitted to the Engineer in accordance with Section 34-3 of the Standard Specifications. If the proposed substitute is rejected or if the submittal is not made within the specified time, the specified equipment shall be furnished.

The Contractor shall protect and lock the service pedestal during construction. After construction, the Contractor shall provide for each pedestal a master lock which will accept a Type 2214 key.

Street light "ON" and "OFF" control will be by photo-electric cell. All conduits and wires shall be furnished and installed by the Contractor.

The metered electrical service will be served from the serving utility as shown on the Plans. Service shall be wired for 120/240 volts, three-wire and single phase as shown on the Plans.

Mounted in each metered service pedestal shall be the following equipment:

1. Two two-pole, 120-volt alternating current main breakers with 100-ampere trip and an rating of 10,000 ampere AIC at 120/240 volts. Each main breaker shall have internal common trip. Each pole shall have individual on-off control and handle tie for common operation. Breaker shall be Cutler-Hammer Quicklag C or approved equal.

2. One single-pole, 120-volt alternating current branch circuit breaker for control circuit with 15-ampere trip and a rating of 10,000-ampere AIC at 120/240 volts. Breaker shall be Cutler-Hammer Quicklag C or approved equal.

3. One single-pole, 120-volt alternating current branch circuit breaker for irrigation control with 15-ampere trip and a rating of 10,000-ampere AIC at 120/240 volts. Breaker shall be Cutler-Hammer Quicklag C or approved equal.

4. Two single-pole, 120-volt alternating current branch circuit breakers for traffic signals each with 60-ampere trip and a rating of 10,000 amperes AIC at 120/240 volts. Breakers shall be Cutler-Hammer Quicklag C or approved equal.

5. Six single-pole, 120-volt alternating current branch circuit breakers for street lighting each with 40-ampere trip and a rating of 10,000 amperes AIC at 120/240 volts. Breakers shall be Cutler-Hammer Quicklag C or approved equal.

6. Two 3-pole, normally open, 60-ampere mercury displacement relays. Coil voltage shall be 120 VAC, 60 cycle. Mercury displacement relays shall be Dayton Electric Manufacturing Co., Model Number 3X753E, or approved equal.

7. One oil tight "Hand-Off-Auto" selector switch.

8. One solid copper neutral bus.

9. Incoming terminals (landing lugs).

10. Solid neutral terminal strip.

11 Terminal strips for conductors within the cabinet.

11.2.8 Pull Boxes

Shall be in accordance with Section 34-11 of the Standard Specifications, except for the following:

a. All new pull boxes shall be set in place prior to pouring any new sidewalk.

b. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer.

c. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways.

d. Contractor shall cut, remove and replace the concrete to the nearest joint when installing new pull boxes.

e. New pull boxes shall have a minimum of 6" of new concrete around all sides in sidewalks.

f. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials.

g. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.

11.2.9 Traffic Signals and Fittings

A. Flasher Display

Each signal head shall be a 12" diameter sections, Yellow, and designed for two-way operation. The flasher shall be designed to operate 24 hours, seven days a week.

Flasher housings shall be either die cast or permanent mold cast aluminum conforming to ANSI Standard D-10.1. Signal faces shall conform to Section 86-4.01, "Vehicle Signal Faces", of the State Standard Specifications.

Metal backplates shall be provided for all flashers furnished. Backplates shall be louvered, not solid.

All traffic signal lamps shall be accessible from the front of the traffic signal head and shall be directly accessible for removal and replacement by the opening of the hinged front lens section and hood.

B. Light Emitting Diode (LED) Signal Modules

All signal head displays shall be LED modules.

LEDs shall have full ball appearance. Dialite 443 Series or approved equal.

Maximum power consumption requirements for LED signal modules shall be as follows:

Description	25°C	74°C
12" Circular	25.0 W	30.0 W
8" Circular	15.0 W	18.0 W
12" Arrow	15.0 W	18.0 W

All LED modules shall meet California Department of Transportation (CalTrans) and Institute of Traffic Engineer (ITE) minimum requirements. CalTrans specifications shall take precedence and supercede all ITE requirements if there are requirement conflicts.

C. Mounting Hardware

All slipfitters and terminal compartments shall be cast bronze. Clam shell mounting assemblies shall not be used.

D. Traffic Signal Standards

All mounting hardware to be furnished by the Contractor shall be galvanized.

11.2.10 Detector Conductor Loop

A. Loop Conductors

Each loop conductor shall be continuous, unspliced, Type RHW-USE neoprene-jacketed or Type USE crosslinked polyethylene insulated No. 12 stranded copper wire. Conductor insulation thickness shall be 40 mils minimum.

B. Loop Conductor Installation

Detector loop installation shall conform to these Special Provisions and the State Standard Plans, Sheet ES-5A.

Unless otherwise specified, each loop shall be three (3) turns of conductors for each detector loop. Unless otherwise shown or noted on the Plans, each new detector loop shall be 6' x 6' and centered in the travel lane.

Slots cut in the pavement shall be blown out with compressed air and dried and inspected for any sharp objects or corners which shall be removed prior to installation of loop conductors.

The loop conductors shall be installed in the slots using a 5/16" to 1/4" wooden paddle. As it is installed, the wire shall be kept under slight tension and shall be kept in the slots with suitable cardboard wedges. The cardboard wedges shall not be removed until the loop sealant operation requires removal.

Loop conductors shall be installed without splices and shall terminate in the Nearest pull box. The detector loops shall be joined in the nearest pull box in combination of series and parallel so that optimum sensitivity is obtained at the sensor unit. Final splices between loops and lead-in cable shall not be made until the operation of the loops under actual traffic conditions is approved by the Engineer. Each detector loop shall be identified and tagged by loop number, 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 meggared 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.

Hot-Melt Rubberized Asphalt Sealant Method

Hot-melt rubberized asphalt sealant shall conform to, and be installed in accordance with State Specifications Section 86-5.01A(5) and as directed by the Engineer.

Sackrit Method

After conductors are installed in the slots cut in the pavement, paint binder shall be applied to all vertical surfaces of slots in accordance with the provisions in Section 94, "Asphaltic Emulsions", of the State Standard Specifications. The slots shall then be filled with asphaltic concrete sealant.

Asphaltic concrete sealant shall be a mixture of sand and liquid asphalt. The percentage of sand in the asphaltic concrete sealant shall conform to the following:

Screen Size	Percentage Passing
#4	100%
#8	91%
#16	63%
#30	39%
#50	24%
#100	10%
#200	7%

The sand shall be uniformly mixed with six percent (6%) SC800 liquid asphalt conforming to Section 93 of the State Standard Specifications.

Temperature of sealant material during installation shall be above 70 degrees F. Air temperature during installation shall be above 50 degrees F. Sealant placed in the slots shall be compacted by use of an eight-inch (8") diameter 1/8" thick steel hand roller or other tools approved by the Engineer. Compacted sealant shall be flush with the pavement surface. Excess sealant remaining after rolling shall be reused. Traffic may be released immediately over compacted material.

C. Abandonment of Loop Conductor

Each detector loop shall be saw-cut in a minimum of two places.

11.2.11 Detector Handholes

Where shown on the Plans, detector loops shall be sawcut into detector handholes. Detector handholes shall be Type B and shall be installed as shown in Traffic Signals/Street Lighting Standard Details in the Plans sheets, unless otherwise noted or directed by the Engineer. No splicing will be allowed in the detector handholes. For detector handholes to be removed, holes or depressions resulting from the removed handhole shall be filled, compacted, brought to grade, and filled to match surrounding materials.

11.2.12 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.

11.2.13 Wiring

Wiring shall be in accordance with Section 34-13 of the Standard Specifications, except for the following:

a. After taping, all splices shall be painted with an approved electrical coating that will resist oil, acids, alkalies, and adverse environmental conditions.

b. Pull ropes used to pull conductors in conduit shall be a minimum of three-eighths inch (3/8") in diameter.

SECTION NO. 12 - 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)

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 1-1.18 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.).

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a. Profit and loss sharing.
b. Capital contributions, including equipment.
c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

_____

b. Management decisions, such as:

1. Estimating _____

_____

2. Marketing and sales _____

_____

3. Hiring and firing of management personnel ___

_____

4. Purchasing of major items or supplies _____

_____

c. Supervision of field operations _____

_____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm	Name of Firm
Signature	Signature
Name	Name
Title	Title
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ___ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

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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

administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

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).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit

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.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

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 that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked 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.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products, which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized

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

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "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 person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier 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 with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. 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 List.

h. 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.

i. Except for transactions authorized under paragraph e 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

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

a. 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.

b. 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 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 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.

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:

Minority Utilization Goals

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehema	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6

180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

Training

This section applies if a number of trainees or apprentices is specified in the special provisions.
As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.
You have primary responsibility for meeting this training requirement.
If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.
Include these training requirements in your subcontract.
Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.
Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.
Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.
The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.
Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:

    1.1. Meet the your equal employment opportunity responsibilities
    1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program. Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.
The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:

    2.1. Contribute to the cost of the training
    2.2. Provide the instruction to the apprentice or trainee
    2.3. Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under this section.

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

CP-CEM-2403(F) (New. 10/99)

CONTACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPETION 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/ DECERTIFICATION 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 Contactor 3) Local Agency 4) Resident Engineer

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE

PRIME CONTRACTOR	BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT
		$

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS						DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
			TOTAL	$	$	$	$	$			

ORIGINAL COMMITMENT

$_____

UDBE

BA- Black American
APA- Asian-Pacific Islander
NA-Native American
W-Woman

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit.
If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts: Original - District Construction; Copy- Business Enterprise Program; Copy- Contractor; Copy Resident Engineer
Copy Distribution-Local Agency contracts: Original - District Local Assistance Engineer (submitted with the Report of Expenditure); Copy- District Local Assistance Engineer; Copy- Local Agency file

SECTION NO. 13 - BID PROPOSAL FORMS

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))
Excerpts from the California Labor Code Relating to Apprentices on Public Works
Green Contracting Survey
DUNS Form
Title VI Language

RSC General & Engineering

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.

Included Please (√)		Pages
☐	Bid Proposal Form	1 – 5
☒	Bid Proposal Guarantee	1 only
☒	Drug Free Work Place Certification	1 only
☒	List of Subcontractors	1 only
☒	Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
☒	Minimum Qualifications Questionnaire	1 – 6
☒	Equal Employment Opportunity Certification	1 only
☒	Public Contract Code Section 10285.1 Statement and Public Contract Code Section 10162 Questionnaire	1 only
☒	Public Contract Code Section 10232 Statement	1 only
☒	Non Collusion Affidavit	1 only
☒	Debarment and Suspension Certification	1 only
☒	Non-lobbying Certification for Federal-Aid Contracts	1 only
☒	Disclosure of Lobbying Activities Form and Instructions	1 - 2
☒	Local Agency Bidder – UDBE Commitment (Exhibit 15-G(1))*	1 - 2
☒	UDBE Information – Good Faith Efforts (Exhibit 15-H)* Attachment 1	1 only
☒	Local Agency Bidder – DBE Information (Exhibit 15-G(2))*	1 only
☒	DUNS FORM	1 only
☒	Cost Breakdown for Lump Sum Electrical Items** Attachment 2	1 only

* This information is due by no later than 4:00PM, four (4) working days from bid opening. Please deliver to Jose R. Ledesma, New City Hall, 915 I Street, Room 2000, Sacramento CA 95814. Contact info: jledesma@cityofsacramento.org, 916-808-8195.

**Bidder generated document due with submission of bid

City of Sacramento
Formal Bid / Proposal Delivery Options

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk's Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	**United States Postal Service (USPS)** - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk's Office *P.O. Box 122391* Sacramento, CA 95812-2391
2.	**Expedited Services** - FedEx - UPS - DHL	Sacramento City Clerk's Office *915 I Street, Ste. 122391* Sacramento, CA 95814-2604
3.	**Personal Delivery** - Hand Delivery - Courier	Sacramento City Clerk's Office *Historic City Hall* *915 I Street, Ste. 116* Sacramento, CA 95814

Updated 7/23/2011 @ 10:36:19 AM

R.S.

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

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:

Robla Elementary Safe Routes to School Project (PN: T15085700)

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.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL
1	Pre-construction Photographs	1	LS	$ 500.00	$ 500.00
2	Clear and Grub	1	LS	$ 1950.00	$ 1950.00
3	Potholing by Drilling	12	EA	$ 65.00	$ 780.00
4	Unsuitable Material to Remove and Replace	80	TON	$ 75.00	$ 6000.00
5	Geogrid Material to Place	300	SY	$ 3.25	$ 975.00
6	Shoulder Backing to Place	4	TON	$ 130.00	$ 520.00
7	Aggregate Base Class 2 to Place	315	TON	$ 29.25	$ 9213.75
8	Asphalt Concrete (3/4") Pavement to Place	27	TON	$ 162.50	$ 4387.50
9	3 1/2" PCC Sidewalk to Construct	4,317	SF	$ 10.00	$ 43,170.00
10	Curb and Gutter Type 2 to Construct	762	LF	$ 25.00	$ 19,050.00
11	Curb Type 3 to Construct	261	LF	$ 20.00	$ 5220.00
12	6" Commercial Driveway to Construct	388	SF	$ 20.90	$ 8109.20
13	Pavement Section to Remove and Replace	5,338	SF	$ 6.60	$ 35,230.80
14	Truncated Domes on New Ramps (36" x 48")	16	EA	$ 250.00	$ 4,000.00
15	AC Driveway Conform to Construct	78	SF	$ 10.00	$ 780.00
16	Chicken Wire Fence to Reset	20	LF	$ 13.00	$ 260.00
17	Wood Fence to Reset	10	LF	$ 26.00	$ 260.00
18	Maintenance Hole Base to Reconstruct	1	EA	$ 975.00	$ 975.00
19	Existing Drainage Inlets to Remove	3	EA	$ 1000.00	$ 3,000.00
20	Maintenance Hole to Adjust to Grade	1	EA	$ 650.00	$ 650.00
21	Pipe Ends to Plug	8	EA	$ 130.00	$ 1040.00
22	Pull Box to Adjust to Grade	1	EA	$ 250.00	$ 250.00
23	Fire Hydrant to Relocate	2	EA	$ 3625.00	$ 7250.00
24	Roadway Excavation and Grading (F)	520	CY	$ 54.00	$ 28,080.00
25	Traffic Sign to Place	16	EA	$ 64.90	$ 1038.40
26	New Post to Install	8	EA	$ 165.00	$ 1320.00
27	Sign to Relocate	4	EA	$ 165.00	$ 660.00
28	Traffic Stripe to Remove	331	LF	$ 1.10	$ 364.10
29	Pavement Markings to Remove	294	SF	$ 3.30	$ 970.20
30	Thermoplastic Traffic Striping (4") to Place	180	LF	$ 1.10	$ 198.00
31	Thermoplastic Traffic Striping (6") to Place	180	LF	$ 1.65	$ 297.00
32	Thermoplastic Traffic Striping (8") to Place	180	LF	$ 2.20	$ 396.00

R.S.

33	Thermoplastic Traffic Striping (24") to Place	126	LF	$ 6.93	$ 873.18
34	Thermoplastic Pavement Markings to Place	518	SF	$ 4.40	$2279.20
35	8" Strom Drain Pipe to Place	50	LF	$ 65.00	$ 3250.00
36	12" Storm Drain Pipe to Place	235	LF	$ 65.00	$ 15,275.00
37	Type "B" Drop Inlet to Place	3	EA	$ 1950.00	$ 5850.00
38	Bollards to Remove	3	EA	$ 195.00	$ 585.00
39	Sidewalk Barricade to Place	11	EA	$ 605.00	$ 6655.00
40	8" Diameter Water Main to Lower	2	EA	$ 2600.00	$ 5200.00
41	Traffic Signal Flasher Installation	1	LS	$39,734.00	$ 39,734.00
42	Traffic Signal Modification	1	LS	$16,489.00	$16,489.00
43	Landscape Area	1850	SF	$ 3.77	$ 6974.50

(F) – denotes final pay quantity

CONTRACTOR NAME: RSC General & Engineering Inc. TOTAL $ 290,059.83

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.

A schedule of values (cost break-down) for lump-sum electrical items shall be included with the bid. Otherwise, the bid will be deemed non-responsive. See Electrical Provisions for requirements of the cost breakdown. Attachment 7

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.

R.S.

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. # 1 DATE April 6, 2012
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.

Corporation

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.

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:

($ 360,000) not less than ten percent (10%) of amount Bid Proposal

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

CONTRACTOR:

By _____ (Signature)

Richard Spaulding (Print or Type)

Title Pres RSC General Engineering Inc
Address 7475 14th Ave
Sacramento, CA 95821
Telephone No. (916) 501-3625

Fax No. (916) 452-4739

Email Address rscgeneralengineer@att.net

Date 4/18/12

FOR CITY USE ONLY

Bid Bond Security
☐ Properly Signed ☐ *Improperly Signed*
☐ *Not Included* ☐ Not Required

Type of Deposit
☒ Bid Bond ☐ Cashier/Certified Check
☐ Other_____ Initial: VE

Contractor's License No. 401177 Type A, B, C-8, C-53
Expiration Date 8/31/12
Tax I.D. Nos.- Fed. 76-0772007 State 263-5708-7
City of Sacramento Business Operation Tax Certificate No. 1007678

Please indicate if you are any of the following:

EBE_____ Cert #_____ SBE X Cert # 32411

UDBE_____Cert #_____ M/WBE_____Cert #_____

City Of Sacramento

Bid Proposal Guarantee

KNOW ALL MEN BY THESE PRESENTS,

That we, RSC General & Engineering Incorporated

as Principal, and American Contractors Indemnity Company

a corporation duly organized under the laws of the State of California and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (BASE OR LUMP SUM) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Not to Exceed $34,000.00*

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of General Services, City of Sacramento, located at **915 I Street, Historic Building, 1st Floor, Sacramento, CA 95814** up to the hour of 2:00 p.m. on 04-18-12 for the Work specifically described as follows:

Robla Elementary Safe Routes to School Project
(PN: T15085700)

NOW, THEREFORE, If the aforesaid Principal is awarded the Contract and within the time and manner required under the Contract Documents, enters into a written Contract, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF We have hereunto set our hands and seal this 17th day of April 20 12.

RSC General & Engineering Incorporated
(Contractor) (Seal)
By Richard Spaulding
Title President/RSC General & Engineering

ORIGINAL APPROVED AS TO FORM:

City Attorney

American Contractors Indemnity Company
(Surety) (Seal)
By Shirley Paiva
Title Attorney-in-Fact
Agent Name and Address Valley Surety Ins. Agency
947 Enterprise Dr. Unit A Sac, CA 95825
Agent Phone # 916-567-6676
Surety Phone # 800-486-6695
California License # 0799396

(Rev. 5-6-91)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On 4-17-12 before me, J. Swalley, Notary Public

personally appeared Shirley Paiva

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 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.

J. SWALLEY
Commission # 1911959
Notary Public - California
Sacramento County
My Comm. Expires Nov 30, 2014

I certify under PENALTY OF PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S)
- ☐ MEMBER of LLC
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) other than named above

VOID VOID VOID VOID

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Shirley Paiva of Sacramento, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship, to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** _____ ****Three Million**** _____ **Dollars ($** **3,000,000.00****

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 26, 1990 CALIFORNIA — UNITED STATES SURETY COMPANY SEAL — U.S. SPECIALTY INSURANCE COMPANY TEXAS

By: _____

Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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)

DEBORAH REESE
Commission # 1826048
Notary Public - California
Los Angeles County
My Comm. Expires Mar 18, 2015

I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17th day of April, 2012.

Corporate Seals

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 26, 1990 CALIFORNIA — UNITED STATES SURETY COMPANY SEAL — U.S. SPECIALTY INSURANCE COMPANY TEXAS

Bond No. 1000901348-13

Agency No. 2011

_____

Jeannie Lee, Assistant Secretary

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: RSC General & Engineering Inc

BY: _____ President **Date:** 4/18/12
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.

FM 681
(Rev. 10/5/01)

RS

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

Name and Address	Description of Portion of Work Subcontracted	Dollar Value Of Work Provided
Pacific Excavation Inc 9796 Kent Street Elk Grove, CA 95624	Electrical	56,723.00
Sierra Traffic Markings 3139 S Wetzer Rd Loomis, CA 95650	Traffic Markings	13,682.80

K.S.

REQUIREMENTS FOR THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

R.S.

"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."

R.S.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

RSC General & Engineering Inc
Name of Contractor

7475 14th Ave Sacramento, CA 95821
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.

3. If the face amount of this City Contract is less than $25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds $25,000 in total value.

4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

R.S.

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).

R.G.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

   I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

K.S.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date 4/18/12

Richard Spaulding
Print Name

President
Title

R.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,

R.S.

You May . . .

- 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

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

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 . . .

- 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

- 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.

RS.

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code Section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening in order to bid. On July 31, 2007, the City Council adopted Resolution No. 2007-574 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a qualified bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a qualified bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

R.S.

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:

   A, B, C-8, C-53 8/31/12 401177

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

R.S.

6. Answer either subsection A or B, as applicable:

A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

☐ Yes ☐ No ☒ Not applicable

OR

B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

☐ Yes ☐ No ☒ Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

☐ Yes ☒ No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

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

R.S.

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) x 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

11. 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 a single penalty of $100,000 or more, 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 the 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

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

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

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

☐ Yes ☒ No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of $50,000 or more?

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

K.S.

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 7475 14th Ave Sac, CA 95821, on 4/17/12.
(Location) (Date)

Signature: _____

Print name: Richard Spaulding

Title: President

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

R.S.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the 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 X

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

R.S.

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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.

R.S.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

R.S.

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:

(I) 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.

R.S.

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

n/a

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☒

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [signature]

Print Name: Richard Spaulding

Title: President

Telephone No: (916) 501-3625 Date: 4/18/12

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

R.E.

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»

R.S.

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 Co

PROJECT DESCRIPTION: Robla Elementary Safe Routes to School

TOTAL CONTRACT AMOUNT: $ 298,000 Fed SRTSL5002(13

BID DATE: 4/18/17

BIDDER'S NAME: RSC General & Engineering Inc

CONTRACT UDBE GOAL: 7.92%

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
	None - See Good Faith			

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.

Print Name Local Agency Representative _____ Signature _____ Date _____

(Area Code) Telephone Number: _____

Total Claimed Participation $ _____ _____ %

Signature of Bidder _____

Date _____ (Area Code) Tel. No. _____

Person to Contact _____ (Please Type or Print)

For Caltrans Review:

Print Name Caltrans District Local Assistance Engineer _____ Signature _____ Date _____

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

R.S

send a copy to the DLAE within 15 days of award 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

INSTRUCTIONS - EXHIBIT 15-G1 LOCAL AGENCY BIDDER UDBE COMMITMENT (CONSTRUCTION CONTRACTS) (Revised 03/09)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must submitted and received as specified in the Special Provisions. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Nation American
4. Women

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. The UDBE should provide a certification number to the Contractor and expiration date. The form has a column for the Names of UDBE contractors to perform the work (who must be certified on the date bids are opened and include the UDBE address and phone number). Enter the UDBE prime's and subcontractors' certification numbers. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces.

IMPORTANT: Identify **all** UDBE firms being participating in the project regardless of tier. Names of the First Tier UDBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the UDBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total UDBE dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of UDBE firms.

Exhibit 15-G1 must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

EXHIBIT 15-H UDBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. SRTST 5002 (131) Bid Opening Date 4/18/12

The _____(City/County of)_____established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder – UDBE Commitment" form indicates that the bidder has met the UDBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder – UDBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of UDBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
See Attached – Attachment 1.		

C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
See Attachment 1		See Attachment 1		
Lighting Traffic Control	Varies		50,000	1%
Concrete				
Asphalt				
Tree work				

R.S.

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

1600 Auburn Blvd Sacramento, CA
M&M was late
M&M Electric Much higher than non UDBE - about 26% - $68,329 vs $56,273

Names, addresses and phone numbers of firms selected for the work above:

Pacific Excavation 9796 Kent Street
Elk Grove CA 95624

E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

Offer to assist with any needed: bonding, lines of credit, insurance, equipment, supplies and materials

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

Offer to assist in equipment, supplies and materials

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
CALTRANS DBE of data base	Data base query	Download

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

See Attachment I

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

A.S.

Attachment I

RSC GENERAL & ENGINEERING OUTREACH CONTACT LOG – ROBLA ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT Outreach Good Faith Efforts

Firm name	First contact Type date	Result	Follow up Type date	Result	Address	Phone Number
Diablo Electrical Services	Email 4/8/12 dsummers@diabloelectricalservices.com	No response	Phone 4/16/12	Left VM – No response	7674 W. Las Postas Rd., Livermore CA 94551	925-523-3402
Jonas & Associates, Inc	Email 4/8/12 romenag@jonasinc.com	No response	Phone 4/16/12	Left VM – No Response	1350 Arnold Drive Su. 202, Martinez, CA 94523	415-715-8725
Lee Incorporated	Email 4/8/12 el@leei.com	No response	Phone 4/16/12	Decline to bid	28 Geary St., Su 525, San Francisco, CA 94108	415-421-2758
M & M Electric	Email 4/8/12 uraina@sacmmelectric.com	No response	Phone 4/16/12 Phone 4/17/12 Reception then VM	Left VM no response 4/17 left VM 4/18 8 AM – to send bid	1600 Auburn Blvd, Sacramento, CA 95815	916-929-0150
All City Trucking	Email 4/11/12 Allcitytrucking101@yahoo.com	No response	Phone 4/16/12 Voice Mail	No response	39802 Wall Common,Fremont, CA 94538	510-481-8207
Chavez Trucking	Email 4/11/12 Teresa@chaveztrucking.com	No Response	Phone 4/16/12	Not bidding project	955A Vaughn Rd, Dixon, CA 95820	707-678-0514
BJ Williams Company, Inc	Email 4/11/12 bjwinc@hotmail.com	No Response	Phone 4/16/12	No response to voice mail	3664 Trefethen Way, Sacramento, CA 95834	916-359-5055

Indian Construction Inc.	Email 4/11/12 Sooners7@wildblue.net	No Response	Phone 4/16/12	Not bidding	15924 N. Cajon Blvd. Devore Heights, CA 92407	909-880-6244
E-Nor Innovations Inc.	Email 4/9/12 ronnie@enortraffic.com	No Response	Phone 4/16/12	Not bidding	3513 Main Ave., Long Beach CA 90806	562-7567591
KRC Safety Co. Inc	Email 4/9/12 garyc@krcsafety.com	No Response	Phone 4/16/12	Not Bidding	6084 West Hurley, Visalia, CA 93291	559-732-0393
S.T. Rhoades Construction, Inc.	Email 4/9/12 strhoades@hotmail.com	No response	Phone 4/16/12	Not bidding	P.O. Box 494520. Redding, CA 96049	530-223-9322
C.J.F. Harris Disposal and Vendor Services	Email 4/9 xyfloyd@aol.com	No response	Phone 4/16	Voice Mail – No response	1630 W. Kearney Blvd, Fresno, CA 93706	559-803-0286
Skyline Tree Service	Email 4/9 skyline@redbluff.com	No response	Phone 4/16/12	Voice Mail – No response	15285 Old Mission Drive, Red Bluff, CA 96080	530528-9395
Alert-O-Lite, Inc	Email 4/9 debbieh@alertolite.com	No response	Phone 4/16/12	Not bidding	P.O. Box 12224, Fresno, CA 93777	559-486-4570
Construction Area Signs, Inc	Email 4/9/12 elisa@cas-tc.com	No response	Phone 4/16/12	Said would get back, did not	215 Taylor Road, Newcastle, CA 95658	916-663-9097
Force Traffic Control, Inc.	Email 4/9/12 forcetraffic@earthlink.net	No Response	Phone 4/16	No Response	P.O. Box 1107, Exeter, CA 93221	559-594-1062
Kaylen Engineering, Inc.	Email 4/9 Karen@imaginationmetals.com	No Response	Phone 4/16/12	Bad Number	22140 Frontier Road, Clovis, CA 93619	559-647-9220
MAG-CON ENGINEERING AND	Email 4/11/12 Mag-	No response	Phone 4/16/12	Voice mail No response	2164 Tiber River Dr., Rancho	916-638-1175

CONSTRUCTION, INC	con@hotmail.com				Cordova, CA 95670	
Motherlode Concrete Construction	Email 4/11/12 motherlodeconcrete@att,net	No response	Phone 4/16/12	Not bidding – too busy	90 Gold Dust Trail, Sutter Creek, CA 95685	209-223-2663
Phil Greene	Email 4/11/12 greenejeans@att.net	No response	Phone 4/16/12	Number disconnected	5925 Briar Cliff Terrace, Royal Oaks, CA 95076	831-761-2823

RSC GENERAL & ENGINEERING, INC is seeking sub contractor UDBE bids for:

ROBLA ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT
In
CITY OF SACRAMENTO
CITY PROJECT NO: T15085700

RSC GENERAL & ENGINEERING, INC will assist sub contractors in obtaining bonding, lines of credit, insurance, equipment, supplies and materials if needed.

The bid book is available at our office at 7475 14th Ave, Sacramento, CA 95820. Please call 916-529-7760 or 916-8492177 to make sure someone is at the office.

Please call Richard Spaulding at 916-501-3625 for technical information.
Bids can be emailed to RSCgeneralengineer@att.net or faxed to 916-452-4739.

TO BE CONSIDERED, WE MUST RECEIVE BIDS BY APRIL 17th 2012 at 3 PM.
PLEASE INCLUDE YOUR UDBE CERTIFICATIN NUMBER AND THE NAME, ADDRESS AND PHONE NUMBER OF YOUR FIRM WITH YOUR BID.

40090 Diablo Electrical Services

925 573-3402 ~~78~~ 7674 W. Las Positas Rd

4/16 - VM

Livermore CA

dsummers@diablo electricalservices.com 94551 4/8 ✓

4907 Jonas & Associates, inc ✓

415-715-8725 1350 Arnold Drive Su 202

Martinez CA 94553

romenag@jonasinc.com 4/8 Phone 4/16 VM

4/16 - VM

24740 LEE Incorporated 4/8

415-4212758 28 Geary St. Su 525

San Francisco CA

el@leei.com 94108 no bid ✓

Anna

38278 M & M Electric 1600 Auburn Blvd

Sacramento CA

916-929-0150 95815

sent 4/8

~~alynn@sbommelectric.com~~

ekin

vraina@sacmmelectric.com

4/16 VM - 4/17 - may bid

Back To Query Form

Search Returned 0 Records

Mon Apr 09 18:57:37 PDT 2012

Query Criteria

County: EL DORADO NAPA NEVADA SACRAMENTO SAN FRANCISCO YOLO YUBA
Work Codes: A0180 HORTICULTURAL SPECIALTIES
Licenses: D49 Tree Service
Firm Type: DBE
Gender: F

Back To Query Form

Search Returned 9 Records

Wed Apr 11 19:52:58 PDT 2012

Query Criteria

County: BUTTE EL DORADO NAPA NEVADA PLACER SACRAMENTO SAN FRANCISCO YOLO YUBA
Work Codes: C0639 ASPHALT
Ethnicity: ASIAN PAC ASIAN SUB BLACK CAUC HISPANIC NAT AM
Firm Type: DBE

Firm ID	36987
Firm/DBA Name	ALL CITY TRUCKING
Address Line1	33602 WALL COMMON
Address Line2	
City	FREMONT
State	CA
Zip Code1	94538
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	allcitytrucking101@yahoo.com
Contact Name	RAJINDER S. RANDHAWA
Area Code	(510)
Phone Number	481-8287
Fax Area Code	(510)
Fax Phone Number	657-1200
Agency Name	SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA)
Counties	01; 07; 21; 27; 28; 34; 36; 38; 41; 43; 44; 46; 48; 50;
Districts	03; 04; 05; 10;
DBE NAICS	484110; 484220;

Sent 4/11/12 ✓

Phone 4/16 / V M

ACDBE NAICS

Work Codes	C0625 SAND & GRAVEL; C0639 ASPHALT; C0602 BOTTOM DUMP TRUCKING; C0774 TRUCKER;
Licenses	
Trucks	
Gender	M
Ethnicity	ASIAN SUBCONTINENT
Firm Type	DBE

Firm ID	22999
Firm/DBA Name	BLACK DIAMOND ASPHALT, INC.
Address Line1	110 MAIN STREET
Address Line2	
City	VACAVILLE
State	CA
Zip Code1	95688
Zip Code2	
Mailing Address Line1	P. O. BOX 1643
Mailing Address Line2	
Mailing City	MODESTO
Mailing State	CA
Mailing Zip Code1	95688
Mailing Zip Code2	
Certification Type	DBE
EMail	allisonragan@earthlink.net

Contact Name	ALLISON RAGAN
Area Code	(707)
Phone Number	448-9402
Fax Area Code	(707)
Fax Phone Number	448-9407
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12; 13; 14; 15; 16; 17; 18; 19; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; 30; 31; 32; 33; 34; 35; 36; 37; 38; 39; 40; 41; 42; 43; 44; 45; 46; 47; 48; 49; 50; 51; 52; 53; 54; 55; 56; 57; 58;
Districts	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12;
DBE NAICS	324121; 484110;

ACDBE NAICS

Work Codes	C0600 MISC SUPPLIERS; C0639 ASPHALT; C9771 TRUCK BROKER; C9774 TRUCKER;
Licenses	A General Engineering Contractor;
Trucks	FOR HIRE - 1;
Gender	F
Ethnicity	BLACK
Firm Type	DBE

Firm ID	7974
Firm/DBA Name	CHAVEZ TRUCKING
Address Line1	955A VAUGHN RD
Address Line2	
City	DIXON
State	CA
Zip Code1	95620
Zip Code2	0365
Mailing Address Line1	PO BOX 365
Mailing Address Line2	
Mailing City	DIXON
Mailing State	CA
Mailing Zip Code1	95620
Mailing Zip Code2	0365
Certification Type	DBE
EMail	teresa@chaveztrucking.com
Contact Name	TERESA CHAVEZ
Area Code	(707)
Phone Number	678-0514 7076780514
Fax Area Code	(707)
Fax Phone Number	678-6154
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	07; 21; 28; 34; 39; 48; 49; 57;
Districts	03; 04; 10;
DBE NAICS	484110;

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No bid
passing

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ACDBE NAICS

Work Codes	C0600 MISC SUPPLIERS; C0624 PETROLEUM, OIL, LUBRICANTS; C0625 SAND & GRAVEL; C0639 ASPHALT; C0651 CONCRETE & CEMENT; C9602 BOTTOM DUMP TRUCKING; C9605 FLAT BED TRUCKING; C9774 TRUCKER;
Licenses	
Trucks	FOR HIRE - 93;
Gender	F
Ethnicity	HISPANIC
Firm Type	DBE

Firm ID	37840
Firm/DBA Name	DESTINATION ANYWHERE, INC.
Address Line1	1603 BARCELONA STREET
Address Line2	
City	LIVERMORE
State	CA
Zip Code1	94550
Zip Code2	
Mailing Address Line1	P.O. BOX 21

Mailing Address Line2	
Mailing City	TRACY
Mailing State	CA
Mailing Zip Code1	95377
Mailing Zip Code2	
Certification Type	DBE
EMail	info@destinationanywhereinc.com
Contact Name	JASHARINDER PAL SINGH
Area Code	(209)
Phone Number	836-9400
Fax Area Code	(209)
Fax Phone Number	835-1144
Agency Name	BAY AREA RAPID TRANSIT DISTRICT (BART)
Counties	01; 05; 07; 10; 18; 20; 21; 24; 27; 28; 31; 34; 38; 39; 40; 41; 43; 44; 49; 50; 55;
Districts	02; 03; 04; 05; 06; 10;
DBE NAICS	484110; 484121;
ACDBE NAICS	
Work Codes	B1420 CRUSHED & BROKEN STONE; B1440 SAND & GRAVEL; C0625 SAND & GRAVEL; C0639 ASPHALT; C9602 BOTTOM DUMP TRUCKING; C9670 TRUCK RENTAL; C9771 TRUCK BROKER; C9774 TRUCKER; D2950 ASPHALT PAVING & ROOFING MATERIALS; E4730 FREIGHT TRANSPORTATION ARRANGEMENT; E4780 MISC TRANSPORTATION SERVICES;
Licenses	
Trucks	FOR HIRE - 9;
Gender	M
Ethnicity	ASIAN SUBCONTINENT
Firm Type	DBE

Firm ID	1296
Firm/DBA Name	ESQUIVEL GRADING & PAVING, INC.
Address Line1	918 INGERSON AVENUE
Address Line2	
City	SAN FRANCISCO
State	CA
Zip Code1	94124
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	audrey@esquivel-gp.com
Contact Name	null RALPH G. ESQUIVEL
Area Code	(415)
Phone Number	468-5700
Fax Area Code	(415)
Fax Phone Number	468-8108
Agency Name	SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
Counties	01; 07; 39; 41; 43;
Districts	04;
DBE NAICS	237310; 238910; 238990;
ACDBE NAICS	
Work Codes	C0639 ASPHALT; C0651 CONCRETE & CEMENT; C1901 ROADWAY EXCAVATION; C1920 STRUCTURE EXCAVATION; C1930 STRUCTURE BACKFILL; C1940 DITCHES EXCAVATION; C9980 DEMOLITION;
Licenses	A General Engineering Contractor; C12 Earthwork and Paving Contractor;
Trucks	
Gender	M
Ethnicity	HISPANIC
Firm Type	DBE
Firm ID	36185

Firm/DBA Name	FIRST FUEL, INC.
Address Line1	14 BOLIVAR STREET,
Address Line2	
City	NEWPORT BEACH
State	CA
Zip Code1	92663
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	jkaufman@firstfuel.net
Contact Name	JANICE T. KAUFMAN
Area Code	(949)
Phone Number	861-0284
Fax Area Code	(949)
Fax Phone Number	270-6257
Agency Name	CITY OF LOS ANGELES
Counties	00;
Districts	00;
DBE NAICS	424720; 425120; 561110;

ACDBE NAICS

Work Codes	C0624 PETROLEUM, OIL, LUBRICANTS; C0639 ASPHALT; D2950 ASPHALT PAVING & ROOFING MATERIALS; D2990 MISC. PETROLEUM & COAL PRODUCTS; F5170 PETROLEUM & PETROLEUM PRODUCTS; I7380 MISC BUSINESS SERVICES;
Licenses	
Trucks	
Gender	F
Ethnicity	CAUCASIAN
Firm Type	DBE

Firm ID	9616
Firm/DBA Name	MONROE TRUCKING
Address Line1	1024 90TH AVENUE
Address Line2	
City	OAKLAND
State	CA
Zip Code1	94603
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	
Contact Name	MONROE BROOKS
Area Code	(510)
Phone Number	569-5625
Fax Area Code	(510)
Fax Phone Number	208-5344
Agency Name	BAY AREA RAPID TRANSIT DISTRICT (BART)
Counties	01; 07; 21; 38; 41; 43; 48;
Districts	04;
DBE NAICS	212319; 212321; 238110; 238120; 238990; 324121; 484110; 532120;

ACDBE NAICS

Work Codes	B1420 CRUSHED & BROKEN STONE; B1440 SAND & GRAVEL; C0625 SAND & GRAVEL; C0639 ASPHALT; C5501 STEEL STRUCTURES; C5570 STEEL CRIB WALL; C9602 BOTTOM DUMP TRUCKING; C9605 FLAT

	BED TRUCKING; C9670 TRUCK RENTAL; C9771 TRUCK BROKER; C9774 TRUCKER; D2950 ASPHALT PAVING & ROOFING MATERIALS;
Licenses	
Trucks	
Gender	M
Ethnicity	BLACK
Firm Type	DBE
Firm ID	2658
Firm/DBA Name	SM SALES
Address Line1	17524 W. SIERRA HIGHWAY
Address Line2	
City	SANTA CLARITA
State	CA
Zip Code1	91351
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	jpusic@smsalesinc.com
Contact Name	JANIS PUSIC
Area Code	(661)
Phone Number	252-4735
Fax Area Code	(661)
Fax Phone Number	299-1547
Agency Name	CITY OF LOS ANGELES
Counties	00;
Districts	00;
DBE NAICS	423320; 484220;
ACDBE NAICS	
Work Codes	B1420 CRUSHED & BROKEN STONE; B1440 SAND & GRAVEL; C0625 SAND & GRAVEL; C0639 ASPHALT; C0649 PILINGS; C0651 CONCRETE & CEMENT;
Licenses	
Trucks	
Gender	F
Ethnicity	CAUCASIAN
Firm Type	DBE
Firm ID	38035
Firm/DBA Name	SUDDEN SAM'S TRUCKING
Address Line1	SUDDEN SAM'S TRUCKING
Address Line2	272 EUCLID AVENUE, #105
City	OAKLAND
State	CA
Zip Code1	94610
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	suddensamstrk@aol.com
Contact Name	SAMUEL JOHNSON
Area Code	(510)
Phone Number	385-8594
Fax Area Code	(510)
Fax Phone Number	272-9575
Agency Name	BAY AREA RAPID TRANSIT DISTRICT (BART)

Counties	01; 07; 09; 19; 21; 27; 28; 29; 31; 34; 37; 38; 41; 43; 44; 48; 57;
Districts	03; 04; 05; 07; 11;
DBE NAICS	444190; 484110; 484121; 492110;
ACDBE NAICS	
Work Codes	B1440 SAND & GRAVEL; C0600 MISC SUPPLIERS; C0624 PETROLEUM, OIL, LUBRICANTS; C0625 SAND & GRAVEL; C0639 ASPHALT; C0651 CONCRETE & CEMENT; C0655 STEEL; C0698 BUILDING MATERIAL; C3901 ASPHALT CONCRETE; C5570 STEEL CRIB WALL; C8700 CONSULTANT, NON ENGINEERING; C9602 BOTTOM DUMP TRUCKING; C9605 FLAT BED TRUCKING; C9670 TRUCK RENTAL; C9771 TRUCK BROKER; C9774 TRUCKER; D2990 MISC. PETROLEUM & COAL PRODUCTS;
Licenses	
Trucks	
Gender	M
Ethnicity	BLACK
Firm Type	DBE

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Search Returned 10 Records

Wed Apr 11 21:12:27 PDT 2012

Query Criteria

County: BUTTE EL DORADO NAPA NEVADA PLACER SACRAMENTO SAN FRANCISCO YOLO YUBA
Ethnicity: ASIAN PAC BLACK NAT AM
Licenses: C12 Earthwork and Paving Contractor
Firm Type: DBE

Firm ID	38218
Firm/DBA Name	BJ WILLIAMS COMPANY, INC
Address Line1	3664 TREFETHEN WAY
Address Line2	
City	SACRAMENTO
State	CA
Zip Code1	95834
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	bjwinc@hotmail.com
Contact Name	BOBBIE JO WILLIAMS
Area Code	(916)
Phone Number	359-5055
Fax Area Code	( )
Fax Phone Number	
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	01; 03; 04; 05; 06; 07; 21; 28; 31; 34; 38; 43; 44; 51; 57; 58;
Districts	03; 04; 05; 10;
DBE NAICS	237110; 237130; 237210; 237310;
ACDBE NAICS	
Work Codes	C1910 GRADING; C3910 PAVING ASPHALT (ASPHALT CONCRETE);
Licenses	A General Engineering Contractor; C12 Earthwork and Paving Contractor; HIC Home Improvement Certification;
Trucks	
Gender	M
Ethnicity	BLACK
Firm Type	DBE

Sent 4/11
phone 4/16 VM

Firm ID	31492
Firm/DBA Name	E. JASPER WRKG. (DEMO) & TRKG
Address Line1	9326 S. VERMONT AVE.
Address Line2	
City	LOS ANGELES
State	CA
Zip Code1	90044
Zip Code2	
Mailing Address Line1	11515 S. WILTON PLACE
Mailing Address Line2	
Mailing City	HAWTHORNE
Mailing State	CA
Mailing Zip Code1	90250
Mailing Zip Code2	1902
Certification Type	DBE
EMail	

Contact Name	null LYNN JASPER
Area Code	(323)
Phone Number	754-9877
Fax Area Code	(323)
Fax Phone Number	754-8558
Agency Name	CITY OF LOS ANGELES
Counties	00;
Districts	00;
DBE NAICS	238910; 484110;

ACDBE NAICS

Work Codes	C1601 CLEARING & GRUBBING; C1901 ROADWAY EXCAVATION; C1920 STRUCTURE EXCAVATION; C1930 STRUCTURE BACKFILL; C1940 DITCHES EXCAVATION; C9602 BOTTOM DUMP TRUCKING; C9605 FLAT BED TRUCKING; C9774 TRUCKER; C9980 DEMOLITION;
Licenses	C12 Earthwork and Paving Contractor; C21 Building Moving / Demolition Contractor;
Trucks	
Gender	F
Ethnicity	BLACK
Firm Type	DBE

Firm ID	4952
Firm/DBA Name	FINE GRADE EQUIPMENT, INC.
Address Line1	41729 CIELO VISTA DR
Address Line2	
City	PALMDALE
State	CA
Zip Code1	93551
Zip Code2	
Mailing Address Line1	P.O. BOX 2798
Mailing Address Line2	
Mailing City	LANCASTER
Mailing State	CA
Mailing Zip Code1	93539
Mailing Zip Code2	
Certification Type	DBE
EMail	finegradeeq@aol.com
Contact Name	JUDY JOHNSTON
Area Code	(661)
Phone Number	949-8788
Fax Area Code	(661)
Fax Phone Number	722-8900
Agency Name	CITY OF LOS ANGELES
Counties	00;
Districts	00;
DBE NAICS	237310;

ACDBE NAICS

Work Codes	C1901 ROADWAY EXCAVATION; C1910 GRADING; C3910 PAVING ASPHALT (ASPHALT CONCRETE); C9908 HEAVY EQUIPMENT RENTAL;
Licenses	C12 Earthwork and Paving Contractor;
Trucks	
Gender	F
Ethnicity	NATIVE AMERICAN
Firm Type	DBE

Firm ID	39941
Firm/DBA Name	GEN CON ENVIRO SVC GROUP
Address Line1	14038 CICADA COURT
Address Line2	
City	VICTORVILLE
State	CA
Zip Code1	92394
Zip Code2	
Mailing Address Line1	

Firm ID	38384
Firm/DBA Name	MAG-CON ENGINEERING AND CONSTRUCTION, INC
Address Line1	2164 TIBER RIVER DR.
Address Line2	
City	RANCHO CORDOVA
State	CA
Zip Code1	95670
Zip Code2	
Mailing Address Line1	11230 GOLD EXPRESS DR. #310-260
Mailing Address Line2	
Mailing City	GOLD RIVER
Mailing State	CA
Mailing Zip Code1	95670
Mailing Zip Code2	
Certification Type	DBE
EMail	mag-con@hotmail.com
Contact Name	KELLY CHO
Area Code	(916)
Phone Number	638-1175
Fax Area Code	(916)
Fax Phone Number	638-1178
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	03; 04; 05; 06; 09; 10; 12; 20; 28; 29; 31; 34; 44; 45; 46; 48; 53; 54; 55; 57; 58;
Districts	01; 02; 03; 04; 05; 06; 10;
DBE NAICS	238910;

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ACDBE NAICS

Work Codes	C1901 ROADWAY EXCAVATION; C1910 GRADING;
Licenses	C12 Earthwork and Paving Contractor;
Trucks	
Gender	M
Ethnicity	ASIAN PACIFIC
Firm Type	DBE

Firm ID	36979
Firm/DBA Name	MONTGOMERY CONSTRUCTION SERVICES, INC.
Address Line1	7084 SPRINGFORD AVENUE
Address Line2	
City	SAN DIEGO
State	CA
Zip Code1	92114
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	montcsi@cox.net
Contact Name	CLIFFORD K. MONTGOMERY
Area Code	(619)
Phone Number	578-2538
Fax Area Code	(619)
Fax Phone Number	546-8482
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	02; 08; 13; 19; 28; 29; 30; 33; 36; 40; 42; 43;
Districts	01; 03; 04; 05; 07; 08; 10; 11; 12;
DBE NAICS	236115; 236118; 236220;

ACDBE NAICS

Work Codes	C9801 BUILDING CONSTRUCTION; C9810 SMALL STRUCTURES;
Licenses	A General Engineering Contractor; B General Building Contractor; C12 Earthwork and Paving Contractor;

Trucks	
Gender	M
Ethnicity	BLACK
Firm Type	DBE
Firm ID	7972
Firm/DBA Name	MOTHERLODE CONCRETE CONSTRUCTION
Address Line1	90 GOLD DUST TRAIL
Address Line2	
City	SUTTER CREEK
State	CA
Zip Code1	95685
Zip Code2	
Mailing Address Line1	P.O. BOX 951
Mailing Address Line2	
Mailing City	SUTTER CREEK
Mailing State	CA
Mailing Zip Code1	95685
Mailing Zip Code2	
Certification Type	DBE
EMail	motherlodeconcrete@att.net
Contact Name	GLENN FOSTER, JR.
Area Code	(209)
Phone Number	223-2663
Fax Area Code	(209)
Fax Phone Number	267-1887
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	01; 02; 03; 04; 05; 06; 09; 20; 21; 28; 34; 51; 55; 58;
Districts	03; 04; 06; 10;
DBE NAICS	238110; 238120; 238910;

sent 4/11
4/16 - busy
4/16 no b.'d
too busy

ACDBE NAICS

Work Codes	C0651 CONCRETE & CEMENT; C1601 CLEARING & GRUBBING; C1901 ROADWAY EXCAVATION; C1920 STRUCTURE EXCAVATION; C1930 STRUCTURE BACKFILL; C1940 DITCHES EXCAVATION; C5110 CONCRETE SURFACE FINISH; C5501 STEEL STRUCTURES; C5570 STEEL CRIB WALL; C9980 DEMOLITION;
Licenses	C08 Concrete Contractor; C12 Earthwork and Paving Contractor;
Trucks	
Gender	M
Ethnicity	NATIVE AMERICAN
Firm Type	DBE
Firm ID	1103
Firm/DBA Name	PHIL GREENE
Address Line1	5925 BRIAR CLIFF TERRACE
Address Line2	
City	ROYAL OAKS
State	CA
Zip Code1	95076
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	greenejeans1@att.net
Contact Name	PHIL GREENE
Area Code	(831)
Phone Number	761-2823
Fax Area Code	(831)
Fax Phone Number	761-1829
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	04; 05; 06; 07; 09; 10; 14; 15; 16; 20; 21; 22; 24; 26; 27; 29; 34; 35; 39; 40; 44; 46; 48; 49; 50; 54; 55; 57; 58;

sent 4/11
4/16 number disconnect

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Search Returned 5 Records

Mon Apr 09 19:08:21 PDT 2012

Query Criteria

County: BUTTE EL DORADO NAPA NEVADA PLACER SACRAMENTO SAN FRANCISCO YOLO YUBA
Ethnicity: ASIAN PAC BLACK NAT AM
Licenses: C31 Construction Zone Traffic Control Contractor
Firm Type: DBE

Firm ID	37820
Firm/DBA Name	CHARLIE'S CUSTOM EXCAVATING, INC
Address Line1	21113 GILBERT DRIVE
Address Line2	
City	REDDING
State	CA
Zip Code1	96002
Zip Code2	
Mailing Address Line1	PO BOX 1160
Mailing Address Line2	
Mailing City	PALO CEDRO
Mailing State	CA
Mailing Zip Code1	96073
Mailing Zip Code2	
Certification Type	DBE
EMail	none
Contact Name	CHARLES JURIN
Area Code	(530)
Phone Number	221-3626
Fax Area Code	(530)
Fax Phone Number	221-7563
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	04; 12; 18; 31; 34; 45; 47; 51; 52; 53; 54; 55; 57; 58;
Districts	01; 02; 03; 06; 10;
DBE NAICS	113310; 237110; 237310; 237990; 238910;

ACDBE NAICS

Work Codes	C1901 ROADWAY EXCAVATION; C1940 DITCHES EXCAVATION;
Licenses	A General Engineering Contractor; C31 Construction Zone Traffic Control Contractor;
Trucks	
Gender	M
Ethnicity	NATIVE AMERICAN
Firm Type	DBE

Firm ID	37718
Firm/DBA Name	E-NOR INNOVATIONS INC.
Address Line1	3513 MAINE AVENUE
Address Line2	
City	LONG BEACH
State	CA
Zip Code1	90806
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	ronnie@enortraffic.com

Sent 4/9/12
phone 4/16/12 ✓

Call
310-513 6209
Ken Jones

Contact Name	RONNIE JONES
Area Code	(562)
Phone Number	756-7591
Fax Area Code	(310)
Fax Phone Number	764-5219
Agency Name	LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
Counties	00;
Districts	00;
DBE NAICS	423990; 541340; 541620; 561990;

no bid ✓

ACDBE NAICS

Work Codes	C8700 CONSULTANT, NON ENGINEERING; C8765 DRAFTING; C9999 BROKER (FOR FEE ONLY); J9510 ENVIRONMENTAL QUALITY;
Licenses	C31 Construction Zone Traffic Control Contractor;
Trucks	
Gender	M
Ethnicity	BLACK
Firm Type	DBE

Firm ID	447
Firm/DBA Name	K R C SAFETY CO. INC.
Address Line1	6084 WEST HURLEY
Address Line2	
City	VISALIA
State	CA
Zip Code1	93291
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	garyc@krcsafety.com
Contact Name	GARY CASTRO
Area Code	(559)
Phone Number	732-0393
Fax Area Code	(559)
Fax Phone Number	732-2684
Agency Name	CITY OF FRESNO
Counties	00;
Districts	00;
DBE NAICS	237310; 238110; 238990; 339950; 423390; 423810; 423830; 423990; 484110; 532412;

phone 4/10 ✓

sent 4/9

no bid - Hanna

ACDBE NAICS

Work Codes	C0600 MISC SUPPLIERS; C0612 SAFETY; C0683 GUARD RAILINGS & BARRIERS; C1200 CONSTRUCTION AREA SIGNS; C1201 TRAFFIC CONTROL SYSTEM; C1522 RESET, ADJUST ROADWAY ITEMS; C4906 CAST-IN-DRILLED-HOLE CONCRETE PILING; C5601 SIGN STRUCTURE; C5620 ROADSIDE SIGN; C8101 SURVEY OR HISTORICAL MONUMENT; C8201 OBJECT MARKER; C8320 METAL BEAM GUARD RAILING; C8405 THERMOPLASTIC TRAFFIC STRIPE & MARKING; C8406 PAINTED TRAFFIC STRIPE & MARKING; C8501 PAVEMENT MARKING; C9605 FLAT BED TRUCKING; C9774 TRUCKER; C9907 CONSTRUCTION EQUIPMENT RENTAL;
Licenses	A General Engineering Contractor; C31 Construction Zone Traffic Control Contractor;
Trucks	
Gender	M
Ethnicity	NATIVE AMERICAN
Firm Type	DBE

Firm ID	37693
Firm/DBA Name	S.T. RHOADES CONSTRUCTION, INC.
Address Line1	3468 BECHELLI LANE, SUITE E
Address Line2	
City	REDDING
State	CA

Zip Code1	96002
Zip Code2	
Mailing Address Line1	P O BOX 494520
Mailing Address Line2	
Mailing City	REDDING
Mailing State	CA
Mailing Zip Code1	96049
Mailing Zip Code2	
Certification Type	DBE
EMail	strhoades@hotmail.com
Contact Name	STEVE RHOADES
Area Code	(530)
Phone Number	223-9322
Fax Area Code	(530)
Fax Phone Number	223-9222
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	02; 03; 04; 05; 06; 08; 09; 11; 12; 14; 17; 18; 23; 25; 26; 29; 31; 32; 34; 45; 46; 47; 51; 52; 53; 57; 58;
Districts	01; 02; 03; 09; 10;
DBE NAICS	237110; 237310; 237990; 238110; 238910;

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ACDBE NAICS

Work Codes	C1201 TRAFFIC CONTROL SYSTEM; C1901 ROADWAY EXCAVATION; C1910 GRADING; C2066 TEMPORARY EROSION CONTROL; C2201 FINISHING ROADWAY; C3910 PAVING ASPHALT (ASPHALT CONCRETE); C8001 TEMPORARY FENCING;
Licenses	A General Engineering Contractor; C31 Construction Zone Traffic Control Contractor;
Trucks	
Gender	M
Ethnicity	NATIVE AMERICAN
Firm Type	DBE

Firm ID	33586
Firm/DBA Name	TROY'S CONTRACTING
Address Line1	3026 SAN BRUNO AVENUE, SUITE B
Address Line2	
City	SAN FRANCISCO
State	CA
Zip Code1	94134
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	none
Contact Name	TROY REESE
Area Code	(415)
Phone Number	468-9066
Fax Area Code	(415)
Fax Phone Number	486-8299
Agency Name	BAY AREA RAPID TRANSIT DISTRICT (BART)
Counties	00;
Districts	00;
DBE NAICS	236210; 237310; 238210; 238310; 561110;

ACDBE NAICS

Work Codes	C1201 TRAFFIC CONTROL SYSTEM; C9801 BUILDING CONSTRUCTION; C9827 DRYWALL CONSTRUCTION; C9836 PLASTERING; C9858 RESIDENTIAL ELECTRICAL; C9868 INSULATION;
Licenses	A General Engineering Contractor; B General Building Contractor; C09 Drywall Contractor; C10 Electrical Contractor; C31 Construction Zone Traffic Control Contractor;
Trucks	
Gender	M
Ethnicity	BLACK
	DBE

Firm Type

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Search Returned 2 Records

Mon Apr 09 18:49:57 PDT 2012

Query Criteria

County: EL DORADO NAPA NEVADA PLACER SACRAMENTO SAN FRANCISCO YOLO YUBA
Ethnicity: ASIAN PAC BLACK NAT AM
Licenses: D49 Tree Service
Firm Type: DBE

Firm ID	37578
Firm/DBA Name	C.J.F. HARRIS DISPOSAL AND VENDOR SERVICES
Address Line1	1630 W. KEARNEY BLVD
Address Line2	
City	FRESNO
State	CA
Zip Code1	93706
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	xyfloyd@aol.com
Contact Name	FLOYD D. JR. HARRIS
Area Code	(559)
Phone Number	803-0286
Fax Area Code	(559)
Fax Phone Number	485-5857
Agency Name	CITY OF FRESNO
Counties	10; 15; 16; 20; 33; 34; 38; 40; 54; 58;
Districts	03; 04; 05; 06; 08;
DBE NAICS	238990; 561720; 561730; 562119;
ACDBE NAICS	
Work Codes	C0600 MISC SUPPLIERS; C0620 LANDSCAPING & NURSERY; C1601 CLEARING & GRUBBING; C9774 TRUCKER; C9801 BUILDING CONSTRUCTION; C9903 CONSTRUCTION CLEAN UP; C9980 DEMOLITION; E4110 LOCAL & SUBURBAN TRANSPORTATION; I7341 JANITORIAL SERVICES; I7349 BUILDING MAINTENANCE SERVICES;
Licenses	D49 Tree Service; D63 Construction Cleanup;
Trucks	
Gender	M
Ethnicity	BLACK
Firm Type	DBE

email sent 4/9
4/16 VM

Firm ID	36140
Firm/DBA Name	SKYLINE TREE SERVICE
Address Line1	15285 OLD MISSION DRIVE
Address Line2	
City	RED BLUFF
State	CA
Zip Code1	96080
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	

email sent 4/9
4/16 VM

Mailing Zip Code2	
Certification Type	DBE
EMail	skyline@redbluff.com
Contact Name	FRANK GENE FALES III
Area Code	(530)
Phone Number	528-9395
Fax Area Code	(530)
Fax Phone Number	527-8160
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	04; 06; 11; 12; 18; 23; 31; 32; 45; 47; 52;
Districts	01; 02; 03;
DBE NAICS	561730;

ACDBE NAICS

Work Codes	A0780 LANDSCAPE & HORTICULTURAL SERVICES;
Licenses	D49 Tree Service;
Trucks	
Gender	M
Ethnicity	NATIVE AMERICAN
Firm Type	DBE

Back To Query Form

Back To Query Form

Search Returned 6 Records

Mon Apr 09 19:55:10 PDT 2012

Query Criteria

County: BUTTE EL DORADO NAPA NEVADA PLACER SACRAMENTO SAN FRANCISCO YOLO

Licenses: C31 Construction Zone Traffic Control Contractor
Firm Type: DBE
Gender: F

sent 4/9
sent before?

phone 4/10
559 265 4550
no bid

Firm ID	16345
Firm/DBA Name	ALERT-O-LITE, INC
Address Line1	P.O. BOX 12224
Address Line2	2379 S "G" STREET (ZIP 93721)
City	FRESNO
State	CA
Zip Code1	93777
Zip Code2	2224
Mailing Address Line1	P.O. BOX 12224
Mailing Address Line2	
Mailing City	FRESNO
Mailing State	CA
Mailing Zip Code1	93777
Mailing Zip Code2	2224
Certification Type	DBE
EMail	debbieh@alertolite.com
Contact Name	DEBBIE HUNSAKER
Area Code	(559)
Phone Number	486-4570
Fax Area Code	(559)
Fax Phone Number	453-3250
Agency Name	CITY OF FRESNO
Counties	00;
Districts	00;
DBE NAICS	238990; 423830; 423990; 532412;
ACDBE NAICS	
Work Codes	C0600 MISC SUPPLIERS; C0612 SAFETY; C0683 GUARD RAILINGS & BARRIERS; C0699 TOOLS; C1200 CONSTRUCTION AREA SIGNS; C5601 SIGN STRUCTURE; C5620 ROADSIDE SIGN; C9907 CONSTRUCTION EQUIPMENT RENTAL; C9908 HEAVY EQUIPMENT RENTAL; D3490 MISC FABRICATED METAL PRODUCTS; D3990 MISC MANUFACTURES; F5070 HARDWARE, PLUMBING & HEATING EQUIPMENT; F5090 MISC DURABLE GOODS;
Licenses	C31 Construction Zone Traffic Control Contractor; D42 Sign Installation;
Trucks	
Gender	F
Ethnicity	CAUCASIAN
Firm Type	DBE

V

Firm ID	33473
Firm/DBA Name	CMC TRAFFIC CONTROL SPECIALIST
Address Line1	375 ILLINOIS STREET
Address Line2	
City	SAN FRANCISCO
State	CA
Zip Code1	94107
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	

Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	none
Contact Name	null CRYSTAL MIKS
Area Code	(415)
Phone Number	243-8650
Fax Area Code	(415)
Fax Phone Number	243-8644
Agency Name	SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
Counties	00;
Districts	00;
DBE NAICS	238990;

ACDBE NAICS

Work Codes	C1201 TRAFFIC CONTROL SYSTEM;
Licenses	A General Engineering Contractor; C31 Construction Zone Traffic Control Contractor;
Trucks	
Gender	F
Ethnicity	CAUCASIAN
Firm Type	DBE

Firm ID	500
Firm/DBA Name	CONSTRUCTION AREA SIGNS, INCORPORATED
Address Line1	215 TAYLOR ROAD
Address Line2	
City	NEWCASTLE
State	CA
Zip Code1	95658
Zip Code2	
Mailing Address Line1	PO BOX 606
Mailing Address Line2	
Mailing City	NEWCASTLE
Mailing State	CA
Mailing Zip Code1	95658
Mailing Zip Code2	
Certification Type	DBE
EMail	elisa@cas-tc.com
Contact Name	ELISA ROBINSON
Area Code	(916)
Phone Number	663-9097
Fax Area Code	(916)
Fax Phone Number	663-1858
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	01; 02; 03; 04; 05; 06; 07; 08; 09; 11; 12; 17; 18; 21; 22; 23; 24; 25; 28; 29; 31; 32; 34; 38; 39; 41; 43; 44; 45; 46; 47; 48; 49; 50; 51; 52; 53; 55; 57; 58;
Districts	01; 02; 03; 04; 05; 10;
DBE NAICS	423990;

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haven person no info

ACDBE NAICS

Work Codes	C1000 WHOLESALE BROKER OF CONSTRUCTION MATERIALS; C1200 CONSTRUCTION AREA SIGNS; F5990 RETAIL STORES, NEC; H6534 Acquisition (Eminent Domain) Consultants; I7380 MISC BUSINESS SERVICES;
Licenses	A General Engineering Contractor; C31 Construction Zone Traffic Control Contractor;
Trucks	
Gender	F
Ethnicity	HISPANIC
Firm Type	DBE

Firm ID	29335
Firm/DBA Name	FORCE TRAFFIC CONTROL, INC.
Address Line1	1478-B NORTH BELMONT RD
Address Line2	
City	EXETER

State	CA
Zip Code1	93221
Zip Code2	
Mailing Address Line1	P.O. BOX 1107
Mailing Address Line2	
Mailing City	EXETER
Mailing State	CA
Mailing Zip Code1	93221
Mailing Zip Code2	
Certification Type	DBE
EMail	forcetraffic@earthlink.net
Contact Name	ROSEMARY STIMPEL
Area Code	(559)
Phone Number	594-1062
Fax Area Code	(559)
Fax Phone Number	594-1056
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12; 13; 14; 15; 16; 17; 18; 19; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; 31; 32; 33; 34; 35; 36; 37; 39; 40; 41; 42; 43; 44; 45; 46; 47; 48; 49; 50; 51; 52; 53; 54; 55; 56; 57; 58;
Districts	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11;
DBE NAICS	238990;
ACDBE NAICS	
Work Codes	C1201 TRAFFIC CONTROL SYSTEM;
Licenses	C31 Construction Zone Traffic Control Contractor;
Trucks	
Gender	F
Ethnicity	CAUCASIAN
Firm Type	DBE

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permision slip
did 4/10/12

4/16 - phone VM

Firm ID	4907
Firm/DBA Name	JONAS & ASSOCIATES, INC.
Address Line1	1350 ARNOLD DRIVE, SUITE #202
Address Line2	
City	MARTINEZ
State	CA
Zip Code1	94553
Zip Code2	
Mailing Address Line1	1485 BAYSHORE BOULEVARD #113
Mailing Address Line2	
Mailing City	SAN FRANCISCO
Mailing State	CA
Mailing Zip Code1	94124
Mailing Zip Code2	
Certification Type	DBE
EMail	romenag@jonasinc.com
Contact Name	ROMENA JONAS
Area Code	(415)
Phone Number	715-8725
Fax Area Code	(415)
Fax Phone Number	715-8726
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12; 13; 14; 15; 16; 17; 18; 19; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; 30; 31; 32; 33; 34; 35; 36; 37; 38; 39; 40; 41; 42; 43; 44; 45; 46; 47; 48; 49; 50; 51; 52; 53; 54; 55; 56; 57; 58;
Districts	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12;
DBE NAICS	237310; 238910; 238990; 541620; 541690; 541990; 562910;
ACDBE NAICS	
Work Codes	C1601 CLEARING & GRUBBING; C1901 ROADWAY EXCAVATION; C1920 STRUCTURE EXCAVATION; C1930 STRUCTURE BACKFILL; C1940 DITCHES EXCAVATION; C8700 CONSULTANT, NON ENGINEERING; C8705 DESIGN; C8770 CONSTRUCTION MANAGEMENT; C9869 ASBESTOS REMOVAL/ABATEMENT;
Licenses	A General Engineering Contractor; ASB Asbestos; B General Building Contractor; C10 Electrical Contractor; C16 Fire Protection Contractor; C21 Building Moving / Demolition Contractor; C31 Construction Zone Traffic Control Contractor; C33 Painting and Decorating Contractor; HAZ Hazardous Waste;
Trucks	

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electric
phone 4/16 VM

Gender	F
Ethnicity	ASIAN SUBCONTINENT
Firm Type	DBE
Firm ID	38347
Firm/DBA Name	KAYLEN ENGINEERING, INC. DBA KAYLEN TRAFFIC CONTROL
Address Line1	22140 FRONTIER ROAD
Address Line2	
City	CLOVIS
State	CA
Zip Code1	93619
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	karen@imaginationmetals.com
Contact Name	KAREN JOHNSTON
Area Code	(559)
Phone Number	647-9220
Fax Area Code	( )
Fax Phone Number	
Agency Name	CITY OF FRESNO
Counties	10; 15; 16; 20; 24; 33; 34; 36; 37; 39; 49; 50; 54;
Districts	03; 04; 06; 08; 10; 11;
DBE NAICS	237110; 238990; 332322; 332323; 423390; 425120;

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need to phone 2X

ACDBE NAICS

Work Codes	C1200 CONSTRUCTION AREA SIGNS; C1201 TRAFFIC CONTROL SYSTEM; C5105 MINOR CONCRETE STRUCTURE; C6200 ALTERNATIVE PIPE CULVERT; C6301 CAST-IN-PLACE CONCRETE PIPE; C6500 REINFORCED CONCRETE PIPE; C6650 CORRUGATED METAL PIPE (CSP); D3470 METAL SERVICES, NEC; D3490 MISC FABRICATED METAL PRODUCTS;
Licenses	A General Engineering Contractor; C31 Construction Zone Traffic Control Contractor;
Trucks	
Gender	F
Ethnicity	CAUCASIAN
Firm Type	DBE

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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: Roble Elementary School Project

TOTAL CONTRACT AMOUNT: $ 290,000

BID DATE: 4/18/12

BIDDER'S NAME: RSC General Engineering, Inc

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

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Total Claimed Participation $_____ _____%

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number: _____

Signature of Bidder

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

For Caltrans Review:

Print Name Signature Date
Caltrans District Local Assistance Engineer

Local Agency Bidder DBE Information (Rev 3/09)

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

K.S.

INSTRUCTIONS - LOCAL AGENCY BIDDER- DBE INFORMATION (CONSTRUCTION CONTRACTS)

SUCCESSFUL BIDDER:

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

IMPORTANT: Identify **all** DBE firms participating in the project--including all UDBEs listed on the UDBE Commitment form (Exhibit 15G1), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms.

Exhibit 15-G2 must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date, Federal Share, Contract and Project Number fields, and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

R.S.

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

R. S.

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

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.

R.S.

(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 report 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

K.S.

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.

K.S.

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	VIN	License Plate	Vehicle Information			Engine Information				Annual Usage (miles)	Received Funding
			Make	Model	Year	Make	Model	Year	HP		
(ex)	*1XP5AAC35RG339402*	*1T45678*	*Kenworth*	*T-300*	*2002*	*Cummins*	*ISB*	*2002*	*250*	*35,000*	*No*

R.S.

Voluntary Green Contracting Fleet Inventory List (Off-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan AQMD

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version is available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	Equipment Serial Number	Equipment Information				Engine Information				Annual Usage (hours)
		Make	Model	Type	Year	Make	Model	Year	HP	
(ex)	*48W34456*	*Caterpillar*	*631G*	*Scraper*	*2003*	*Caterpillar*	*3408E*	*2003*	*485*	*1,600*

CITY/COUNTY OF Sacramento

DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

Submit this form with the Executed Contract. If you fail to submit your D-U-N-S Number, the Department will not approve the contract

CONTRACT NUMBER: T15085700

CONTRACTOR NAME: RSC General & Engineering Inc

BUSINESS ADDRESS (D-U-N-S Number Location):

STREET: 7475 14th Ave

CITY: Sacramento, CA

STATE: CA

ZIP CODE: 95821

D-U-N-S Number: 607262425

Contact Name: Richard Spaulding

Telephone No: (916) 501-3625

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:

R.S.

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.

R.S.

Attachment 2

PACIFIC EXCAVATION INC.
LIC. # 694400 C-10 & A

SCHEDULE OF VALUES (COST BREAKDOWN)

JOB NAME: ROBLA ELEMENTARY SAFE ROUTES TO SCHOOL

BI #41 TRAFFIC SIGNAL FLASHER INSTALLATION

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
19-3-100 FOUNDATION	2	$4,225.00	EA	$8,450.00
SERVICE FOUNDATION	2	$795.00	EA	$1,590.00
19-4-100 STANDARD	2	$5,500.00	EA	$11,000.00
METERED SERVICE W/ FLASHER ASSEMBLY	2	$3,250.00	EA	$6,500.00
UNDERGROUND CONDUIT SYSTEM INSTALLATION	150	$24.00	LF	$3,600.00
PVC 2" CONDUIT	150	$1.60	LF	$240.00
#5 PULLBOX	4	$350.00	EA	$1,400.00
#6 PULLBOX	2	$450.00	EA	$900.00
#14 THW SIGNAL WIRE	400	$0.80	LF	$320.00
#10 THW SIGNAL WIRE	100	$1.00	LF	$100.00
#6 THW SIGNAL WIRE	370	$1.80	LF	$666.00
#1 THW SIGNAL WIRE	180	$2.40	LF	$432.00
SMUD RISER	2	$868.00	EA	$1,736.00
FLASHER DISPLAY	4	$700.00	EA	$2,800.00

BI #41 AMOUNT $39,734.00

9796 Kent Street • Elk Grove, California 95624
(916) 686-2800 • (916) 686-2806 Fax

PACIFIC EXCAVATION INC.
LIC. #694400 C-10 & A

BID PROPOSAL	
DATE	ESTIMATE NO.
04/18/12	4052

9796 Kent Street
Elk Grove, CA 95624
(916) 686-2800 * Fax (916) 686-2598
California License #694400 - C-10 & A

PROJECT
ROBLA ELEM. SAFE RTE. TO SCHOOL

ITEM #	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
41	TRAFFIC SIGNAL FLASHER INSTALLATION	1	LS	$39,734.00	$39,734.00
42	TRAFFIC SIGNAL MODIFICATION	1	LS	$16,489.00	$16,489.00

TOTAL	$56,223.00

Proposal Expires In 30 Days

Acceptance of Estimate:

The above prices, specifications and conditions are satisfactory and hereby accepted.

You are authorized to do the work as specified.

See attached cover letter for Inclusions and Exclusions.

Printed Name, Signature & Date: _____

PACIFIC EXCAVATION INC.
LIC. # 694400 C-10 & A

SCHEDULE OF VALUES (COST BREAKDOWN)

JOB NAME: ROBLA ELEMENTARY SAFE ROUTES TO SCHOOL

BI #42 TRAFFIC SIGNAL MODIFICATION

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
1-B FOUNDATION	1	$795.00	EA	$795.00
RELOCATE EXISTING 1-B STANDARD	1	$508.00	EA	$508.00
UNDERGROUND CONDUIT SYSTEM INSTALLATION	100	$60.00	LF	$6,000.00
PVC 2" CONDUIT	80	$1.60	LF	$128.00
GRS 2" CONDUIT	20	$10.00	LF	$200.00
#5 PULLBOX	1	$350.00	EA	$350.00
#6 PULLBOX	1	$450.00	EA	$450.00
#14 THW SIGNAL WIRE	520	$0.80	LF	$416.00
#10 THW SIGNAL WIRE	30	$1.00	LF	$30.00
#8 THW SIGNAL WIRE	70	$1.60	LF	$112.00
DETECTOR HAND HOLES	1	$700.00	EA	$700.00
DETECTOR LOOPS	8	$850.00	EA	$6,800.00

BI #42 AMOUNT $16,489.00

9796 Kent Street • Elk Grove, California 95624
(916) 686-2800 • (916) 686-2806 Fax

Department of Consumer Affairs
Contractors State License Board

Contractor's License Detail - License # 401177

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	**401177**	**Extract Date** 4/26/2012
Business Information	R S C GENERAL & ENGINEERING INCORPORATED P O BOX 661974 SACRAMENTO, CA 95866 Business Phone Number:(916) 971-3216	
Entity	Corporation	
Issue Date	03/19/1981	
Reissue Date	08/09/2010	
Expire Date	08/31/2012	
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
C-8	CONCRETE
C53	SWIMMING POOL

Bonding

CONTRACTOR'S BOND

This license filed Contractor's Bond number **04BC011068** in the amount of **$12,500** with the bonding company
NAVIGATORS INSURANCE COMPANY.

Effective Date: 03/02/2011
Contractor's Bonding History

BOND OF QUALIFYING INDIVIDUAL

1. The Responsible Managing Officer (RMO) SPAULDING RICHARD RAY certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

   Effective Date: 08/09/2010
   BQI's Bonding History

Workers' Compensation

WORKERS' COMPENSATION

This license has workers compensation insurance with the
STATE COMPENSATION INSURANCE FUND

Policy Number:1778935

Effective Date: 04/01/2010

Expire Date: 04/01/2013

Workers' Compensation History

Company Profile

AMERICAN CONTRACTORS INDEMNITY COMPANY

601 S. FIGUEROA STREET, SUITE 1600
LOS ANGELES, CA 90017

Agent for Service of Process
JEANNIE J. KIM, 601 S. FIGUEROA STREET, SUITE 1600 LOS ANGELES, CA 90017
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	10216
NAIC Group #:	0984
California Company ID #:	3634-3
Date authorized in California:	May 23, 1994
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

SURETY

Company Complaint Information

Company Enforcement Action Documents
Company Performance & Comparison Data
Composite Complaint Studies

Want More?

Help Me Find a Company Representative in My Area

Last Revised - May 26, 2011 01:14 PM

SECTION NO. 14 - 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 June 26, 2012, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and
RSC General & Engineering Inc., 7475 14th Avenue, Sacramento, CA 95821 ("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:

Robla Elementary Safe Routes to School Project (PN: T15085700)

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 phase "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 **nine hundred ten ($910.00)** 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.

(C) In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

16. INDEMNITY AND HOLD HARMLESS

(A) Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to

judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

(B) The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

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 6/14/2012

BY [signature]

John Spaulding
Print Name

Sec/Treasurer, RSC General & Engineering Inc.
Title

BY _____

Print Name

Title

27-1957465
Federal ID#

3273437
State ID#

1007678
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
_X_ Corporation
_____ Limited Liability Company
_____ Other (*please specify:* _____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
Jerry Way, Director of Transportation
For: John F. Shirey
City Manager

Original Approved As To Form:

City Attorney

Attest:

City Clerk

CITY OF SACRAMENTO
PERFORMANCE BOND

Department of Transportation
Page 1 of 1

Bond No.: 1000973227
Premium: $6,801.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to and RSC General & Engineering Inc, 7475 14th Avenue, Sacramento, CA 95821:

as principal, hereinafter called Contractor, a contract for construction of:

Robla Elementary Safe Routes to School Project

(PN: T15085700)

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)*:
American Contractors Indemnity Company 601 S. Figueroa St. Suite 1600 Los Angeles, CA 90017

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 Hundred Ninety Thousand Fifty Nine Dollars and Eighty Three Cents($290,059.83),
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 June 27, 20 12.

RSC General & Engineering Incorporated
(Contractor) (Seal)
By
Title

ORIGINAL APPROVED AS TO FORM:
City Attorney

American Contractors Indemnity Company
(Surety) (Seal)
By Shelley Pavia
Title Attorney-in-Fact
Agent Name and Address Valley Surety Ins. Agency
947 Enterprise Dr. Unit A Sacramento, CA 95825
Agent Phone # 916-567-6676
Surety Phone # 800-486-6695
California License # 0799396

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On 6-27-12 before me, J. Swalley, Notary Public

personally appeared Shirley Paiva

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 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.

J. SWALLEY
Commission # 1911959
Notary Public - California
Sacramento County
My Comm. Expires Nov 30, 2014

I certify under PENALTY OF PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S)
- ☐ MEMBER of LLC
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) other than named above

CITYOF SACRAMENTO
PAYMENT BOND
Department of Transportation
Page 1 of 1

Bond No.: 1000973227
Premium: Included in performance

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: RSC General & Engineering Inc., 7475 14th Avenue, Sacramento, CA 95821: hereinafter called Contractor, a contract for construction of:

Robla Elementary Safe Routes to School Project

(PN: T15085700)

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*):
American Contractors Indemnity Company 601 S. Figueroa St. Suite 1600 Los Angeles, CA 90017,
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 Hundred Ninety Thousand Fifty Nine Dollars and Eighty Three Cents($290,059.83),** 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 June 27, 20 12.

RSC General & Engineering Incorporated
(Contractor) (Seal)
By
Title

ORIGINAL APPROVED AS TO FORM:
City Attorney

American Contractors Indemnity Company
(Surety) (Seal)
By
Title Attorney-in-Fact
Agent Name and Address Valley Surety Ins. Agency
947 Enterprise Dr. Unit A Sacramento, CA 95825
Agent Phone # 916-567-6676
Surety Phone # 800-486-6695
California License # 0799396

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On 6-27-12 before me, J. Swalley, Notary Public

personally appeared Shirley Paiva

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 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.

J. SWALLEY
Commission # 1911959
Notary Public - California
Sacramento County
My Comm. Expires Nov 30, 2014

I certify under PENALTY OF PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

J. Swalley

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S)
- ☐ MEMBER of LLC
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) other than named above

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Shirley Paiva of Sacramento, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** _____ *****Three Million***** _____ **Dollars ($** **3,000,000.00** **).** This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 26, 1990 CALIFORNIA — UNITED STATES SURETY COMPANY SEAL — U.S. SPECIALTY INSURANCE COMPANY

By: _____
Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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)

DEBORAH REESE
Commission # 1926048
Notary Public - California
Los Angeles County
My Comm. Expires Mar 18, 2015

I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this **27th** day of **June**, **2012**

Corporate Seals AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 26, 1990 CALIFORNIA — UNITED STATES SURETY COMPANY SEAL — U.S. SPECIALTY INSURANCE COMPANY

Bond No. **1000973227**
Agency No. 2011

_____
Jeannie Lee, Assistant Secretary

Kan't Kopy® K1
Security Paper

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

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- Microprint Protection
- Acid Free

WORKER'S COMPENSATION CERTIFICATION
Robla Elementary Safe Routes to School Project
(PN: T15085700)

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: 6/14/2012

Contractor RSC General & Engineering Inc

By Jo Ann Spaulding
Signature
JoAnn Spaulding
Sec/Treasurer

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
C & C Paper Recycling	(916) 920-2673
EBI Aggregates	(916) 372-7580
International Paper	(916) 371-4634
Modern Waste Solutions	(916) 447-6800
PRIDE Industries, Inc.	(916) 640-1300
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

Recovery Stations & Landfills

Elder Creek Recovery & Transfer Station	(916) 387-8425
Kiefer Landfill	(916) 875-5555
L & D Landfill	(916) 383-9420
North Area Recovery Station	(916) 875-5555
Sacramento Recycling & Transfer Station	(916) 379-0500
Waste Management Recycle America	(916) 452-0142

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.

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.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see **Attachment 3**), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of al bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City ($50-$250 for first offense, $251-$500 for second offense, and $501-$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email C&D@cityofsacramento.org

C&D Debris Waste Log

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

Project address: _____

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

Date	Hauler	Material	Destination	Amount

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.
Material: Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.
Destination: Indicate the facility that received the material for disposal or recycling
Amount: Indicate the weight. If weight is not known, put volume.

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. ~~Please check all the recyclables you anticipate will be generated during the project:~~

____ ~~**Scrap metal** items (examples: structural steel, ductwork, gutters, pipes, appliances, fixtures, fencing & railing, sinks, tubs, roofing material);~~	____ ~~**Wooden pallets** (whole or broken);~~
____ ~~**Inert materials** (dirt, soil, rocks, concrete, asphalt paving, brick & block);~~	____ ~~**Clean wood waste** (unpainted, untreated dimensional lumber and plywood; fasteners OK for recycling);~~
____ ~~**Corrugated cardboard** (mostly from packaging);~~	

50% of all ~~**All materials**~~**debris** ~~**listed above**~~ **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.

DEPARTMENT OF TRANSPORTATION

ENGINEERING SERVICES DIVISION
915 I Street, Room 2000

PAY REQUEST APPLICATION

(All information to be entered on Schedule of Values page.)

PROJECT NAME:	Robla Elementary Safe Routes to School Project		
CONTRACTOR: *(per agreement)*			
REMITTANCE ADDRESS:			
PHONE NUMBER: ( )			
INVOICE NO.:	T15085700-	CITY PROJECT NUMBER:	T15085700
		PERIOD ENDING DATE:	

ORIGINAL CONTRACT AMOUNT:		
CHANGE ORDER NO. 1	#REF!	
CHANGE ORDER NO. 2	#REF!	
CHANGE ORDER NO. 3	#REF!	
CHANGE ORDER NO. 4	#REF!	
CHANGE ORDER NO. 5	#REF!	
CHANGE ORDER NO. 6	#REF!	
CHANGE ORDER NO. 7	#REF!	
CHANGE ORDER NO. 8	#REF!	
CHANGE ORDER NO. 9	#REF!	
TOTAL CHANGE ORDERS:		#REF!
CONTRACT AMOUNT TO DATE:		#REF!
TOTAL WORK COMPLETED TO DATE:		#REF!
RETENTION WITHHELD:		#REF!
LESS PREVIOUS PAYMENTS:		
AMOUNT DUE THIS INVOICE:		#REF!
TOTAL COMPLETED LESS RETENTION:		#REF!

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

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.

Circle UDBE for FEDERALLY funded projects.

Circle ESBE for LOCALLY funded projects.

Original amount pledged:	
Pledge Increase/Decrease to include Change Order(s):	
Total amount pledged:	

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

PAY REQUEST APPLICATION

(All information to be entered on Schedule of Values page.)

Approved By (Prime Contractor)	PRINT AND SIGN	Date:
Submit To:	Department of Transportation 915 "I" Street, Room 2000 Sacramento, CA 95814 Attn: CONSTRUCTION INSPECTOR	
Approved By (Resident Const. Inspector)	PRINT AND SIGN	Date:
Certified by Project Manager By (Project Manager)	PRINT AND SIGN	Date:
Approved By (Labor Compliance)	PRINT AND SIGN	Date:

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.

SCHEDULE OF VALUES V4 - 7/5/11

DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES DIVISION
915 I Street, Room 2000

PROJECT NAME: Robla Elementary Safe Routes to School Project
CITY PROJECT NUMBER: T15085700
CONTRACTOR: (As per City Agreement)
REMITTANCE ADDRESS:

PHONE NUMBER: ( )
INVOICE NUMBER: T15085700-

Remit To:
Department of Transportation
Engineering Services Division
915 "I" 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	Pre-construction Photographs	1	LS									1.00	
2	Clear and Grub	1	LS									1.00	
3	Potholing by Drilling	12	EA									12.00	
4	Unsuitable Material to Remove and Replace	80	TON									80.00	
5	Geogrid Material to Place	300	SY									300.00	
6	Shoulder Backing to Place	4	TON									4.34	
7	Aggergate Base Class 2 to Place	315	TON									315.00	
8	Asphalt Concrete (3/4") Pavement to Place	27	TON									27.25	
9	3 1/2" PCC Sidewalk to Construct	4,317	SF									4,317.00	
10	Curb and Gutter Type 2 to Construct	762	LF									762.00	
11	Curb Type 3 to Construct	261	LF									261.00	
12	8" Commercial Driveway to Construct	388	SF									388.00	
13	Pavement Section to Remove and Replace	5,338	SF									5,338.00	
14	Truncated Domes on New Ramps (36" x 48")	16	EA									16.00	
15	AC Driveway Conform to Construct	78	SF									78.00	
16	Chicken Wire Fence to Reset	20	LF									20.00	
17	Wood Fence to Reset	10	LF									10.00	
18	Maintanence Hole Base to Reconstruct	1	EA									1.00	
19	Existing Drainage Inlets to Remove	3	EA									3.00	
20	Maintanence Hole to Adjust to Grade	1	EA									1.00	
21	Pipe Ends to Plug	8	EA									8.00	
22	Pull Box to Adjust to Grade	1	EA									1.00	
23	Fire Hydrant to Relocate	2	EA									2.00	
24	Blank	0	-										
25	Traffic Sign to Place	16	EA									16.00	

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
26	New Post to Install	8	EA									8.00	
27	Sign to Relocate	4	EA									4.00	
28	Traffic Stripe to Remove	331	LF									331.00	
29	Pavement Markings to Remove	294	SF									294.00	
30	Thermoplastic Traffic Striping (4") to Place	180	LF									180.00	
31	Thermoplastic Traffic Striping (6") to Place	0	LF										
32	Thermoplastic Traffic Striping (8") to Place	180	LF									180.00	
33	Thermoplastic Traffic Striping (24") to Place	126	LF									126.00	
34	Thermplastic Pavement Markings to Place	518	SF									518.00	
35	8" Strom Drain Pipe to Place	50	LF									50.00	
36	12" Storm Drain Pipe to Place	235	LF									235.00	
37	Type "B" Drop Inlet to Place	3	EA									3.00	
38	Bollards to Remove	3	EA									3.00	
39	Sidewalk Barricade to Place	11	EA									11.00	
40	8" Diameter Water Main to Lower	2	LS									2.00	
41	Traffic Signal Flasher Installation	1	LS									1.00	
42	Traffic Signal Modification	1	LS									1.00	
	Original Contract Total:												
	Change Order #1 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF!
	Change Order #2 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF!
	Change Order #3 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF!
	Change Order #4 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF!
	Change Order #5 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF!
	Change Order #6 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF!
	Change Order #7 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF!
	Change Order #8 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF!
	Change Order #9 - See change order summary sheet for details				#REF!		#REF!		#REF!		#REF!		#REF!
	Sum of all Change Orders				#REF!	"Total Work to Date" From Previous Pay Request	#REF!	This Estimate (current work)	#REF!	Total Work to Date	#REF!	Balancing Total of Adjusted Contract	#REF!
	CCO Adjusted Contract Amount (Original + Change Orders)				#REF!	Retention Withheld From Previous Pay Request		This Retention (current work) (5%)	#REF!	Retention Withheld to Date	#REF!		

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
		Partial Retention Release (Prior approval is needed before proceeding with partial rention 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	#REF!	Total Paid to Date	#REF!	Supervisor Approval (Print & Sign)	

Contractor Entered Data

PM Entered Data

Change Order Summary

PROJECT NAME: / Safe Routes to School Project

Item No	Item Description	Unit	Unit Price	Total Approved Change Order 1 Quantities	Total Approved Change Order 1 Amount	Total Approved Change Order 1 Quantities	Change Order 1: Previous Work Completed Change Order 1 Quantities		Change Order 1: This Estimate Change Order 1 Quantities		Change Order 1: Total Change Order 1 Work Completed		Change Order 1: Balance of Change Order 1	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Pre-construction Photographs	LS												
2	Clear and Grub	LS												
3	Potholing by Drilling	EA												
#REF!	#REF!	####	#REF!		#REF!			#REF!		#REF!		#REF!		#REF!
4	Unsuitable Material to Remove and Replace	TON												
5	Geogrid Material to Place	SY												
6	Shoulder Backing to Place	TON												
7	Aggergate Base Class 2 to Place	TON												
8	Asphalt Concrete (3/4") Pavement to Place	TON												
9	3 1/2" PCC Sidewalk to Construct	SF												
10	Curb and Gutter Type 2 to Construct	LF												
11	Curb Type 3 to Construct	LF												
12	6" Commercial Driveway to Construct	SF												
13	Pavement Section to Remove and Replace	SF												
14	Truncated Domes on New Ramps (36" x 48")	EA												
15	AC Driveway Conform to Construct	SF												
16	Chicken Wire Fence to Reset	LF												
17	Wood Fence to Reset	LF												
18	Maintanence Hole Base to Reconstruct	EA												
19	Existing Drainage Inlets to Remove	EA												
20	Maintanence Hole to Adjust to Grade	EA												
21	Pipe Ends to Plug	EA												
22	Pull Box to Adjust to Grade	EA												
23	Fire Hydrant to Relocate	EA												
24	Blank	-												
25	Traffic Sign to Place	EA												
26	New Post to Install	EA												
27	Sign to Relocate	EA												
28	Traffic Stripe to Remove	LF												
29	Pavement Markings to Remove	SF												
30	Thermoplastic Traffic Striping (4") to Place	LF												
31	Thermoplastic Traffic Striping (6") to Place	LF												
32	Thermoplastic Traffic Striping (8") to Place	LF												
33	Thermoplastic Traffic Striping (24") to Place	LF												
34	Thermplastic Pavement Markings to Place	SF												

Item No	Item Description	Unit	Unit Price	[illegible]	[illegible]	Change Order 1								
						Total Approved Change Order 1 Quantities	Previous Work Completed Change Order 1 Quantities		This Estimate Change Order 1 Quantities		Total Change Order 1 Work Completed		Balance of Change Order 1	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
35	8" Strom Drain Pipe to Place	LF												
36	12" Storm Drain Pipe to Place	LF												
37	Type "B" Drop Inlet to Place	EA												
38	Bollards to Remove	EA												
39	Sidewalk Barricade to Place	EA												
40	8" Diameter Water Main to Lower	LS												
41	Traffic Signal Flasher Installation	LS												
42	Traffic Signal Modification	LS												
CO #	Extra Work	Unit	Price											

Total:	#REF!	Total:	#REF!	Total:	#REF!		#REF!		#REF!
% of Total Contract:	#REF!	Total (exc. credits):	#REF!		#REF!		#REF!		#REF!
Total CO'S (excl. credits):	#REF!	% of Change Order 1:	#REF!		#REF!		#REF!		#REF!

Contractor Entered Data

PM Entered Data

GUARANTEE

We hereby guarantee the: Robla Elementary Safe Routes to School Project (PN: T15085700) 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: 6/14/2012

Signed: JoAnn Spaulding

JoAnn Spaulding
Printed Name

RSC General Engineering, Inc
Company

7475-14th Ave
Address

Sacramento, CA 95820

(Rev. 5-6-91)

SECTION NO. 15 - SCHEDULE OF WAGES DATED MARCH 2, 2012

General Decision Number: CA120009 03/02/2012 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
3	01/27/2012
4	03/02/2012

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,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....$ 15.18 2.80

BOIL0549-002 01/01/2009

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.	$ 40.17	22.32
(2) Remaining Counties.....	$ 37.01	22.25

BRCA0003-001 06/01/2011

	Rates	Fringes
MARBLE FINISHER.....	$ 28.02	12.22

BRCA0003-004 05/01/2011

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

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) Gunite 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, 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 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

	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 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

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
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 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

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

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
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

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

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* ELEV0008-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 57.29	23.535

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.

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* ENGI0003-008 07/01/2011

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	$ 38.94	25.40
(2) Dredge Dozer; Heavy duty repairman.....	$ 33.98	25.40
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	$ 32.86	25.40
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	$ 29.56	25.40
AREA 2:		
(1) Leverman.....	$ 40.94	25.40
(2) Dredge Dozer; Heavy		

duty repairman.....$ 35.98 25.40
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 34.86 25.40
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 31.56 25.40

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

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

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

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

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

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

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

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

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

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

MONTERREY COUNTY
Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

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

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* 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	24.00

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     GROUP 2.....................$ 36.24            24.00
     GROUP 3.....................$ 34.76            24.00
     GROUP 4.....................$ 33.38            24.00
     GROUP 5.....................$ 32.11            24.00
     GROUP 6.....................$ 30.79            24.00
     GROUP 7.....................$ 29.65            24.00
     GROUP 8.....................$ 28.51            24.00
     GROUP 8-A...................$ 28.30            24.00
OPERATOR:   Power Equipment
(Cranes and Attachments -
AREA 1:)
     GROUP 1
      Cranes.....................$ 38.65            24.00
      Oiler......................$ 29.39            24.00
      Truck crane oiler..........$ 31.68            24.00
     GROUP 2
      Cranes.....................$ 36.89            24.00
      Oiler......................$ 29.18            24.00
      Truck crane oiler..........$ 31.42            24.00
     GROUP 3
      Cranes.....................$ 35.14            24.00
      Hydraulic..................$ 30.79            24.00
      Oiler......................$ 28.90            24.00
      Truck Crane Oiler..........$ 31.18            24.00
OPERATOR:   Power Equipment
(Piledriving - AREA 1:)
     GROUP 1
      Lifting devices............$ 38.99            24.00
      Oiler......................$ 29.73            24.00
      Truck crane oiler..........$ 32.01            24.00
     GROUP 2
      Lifting devices............$ 37.17            24.00
      Oiler......................$ 29.46            24.00
      Truck Crane Oiler..........$ 31.76            24.00
     GROUP 3
      Lifting devices............$ 35.49            24.00
      Oiler......................$ 29.24            24.00
      Truck Crane Oiler..........$ 31.47            24.00
     GROUP 4.....................$ 33.72            24.00
     GROUP 5.....................$ 31.08            24.00
     GROUP 6.....................$ 28.85            24.00
OPERATOR:   Power Equipment
(Steel Erection - AREA 1:)
     GROUP 1
      Cranes.....................$ 39.62            24.00
      Oiler......................$ 30.07            24.00
      Truck Crane Oiler..........$ 32.30            24.00
     GROUP 2
      Cranes.....................$ 37.85            24.00
      Oiler......................$ 29.80            24.00
      Truck Crane Oiler..........$ 32.08            24.00
     GROUP 3
      Cranes.....................$ 36.37            24.00
      Hydraulic..................$ 31.42            24.00
      Oiler......................$ 29.58            24.00
      Truck Crane Oiler..........$ 31.81            24.00
     GROUP 4.....................$ 34.35            24.00
     GROUP 5.....................$ 33.05            24.00
OPERATOR:   Power Equipment
(Tunnel and Underground Work
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- AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1	$ 33.87	24.00
GROUP 1-A	$ 36.34	24.00
GROUP 2	$ 32.61	24.00
GROUP 3	$ 31.28	24.00
GROUP 4	$ 30.14	24.00
GROUP 5	$ 29.00	24.00

UNDERGROUND:

GROUP 1	$ 33.77	24.00
GROUP 1-A	$ 36.34	24.00
GROUP 2	$ 32.51	24.00
GROUP 3	$ 31.18	24.00
GROUP 4	$ 30.04	24.00
GROUP 5	$ 28.90	24.00

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip

form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

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

Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (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

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ALL CRANES AND ATTACHMENTS

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

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

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

PILEDRIVERS

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

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

up to and including 100 tons; Fundex F-12 hydraulic pile rig

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

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

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AREA DESCRIPTIONS:

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

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

AREA 2 - MODOC COUNTY

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

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

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

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

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

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

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

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

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

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

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-019 06/27/2011

SEE AREA DESCRIPTIONS BELOW

	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
Area 2: Remainder

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

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

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

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

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

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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* IRON0002-004 07/01/2011

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 26.58	15.76
Ornamental, Reinforcing and Structural	$ 33.00	24.40

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

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* LABO0067-002 12/01/2011

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	8.15
LABORER (Lead Removal)		
Area A	$ 36.25	7.79
Area B	$ 35.25	7.79

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

LABO0067-003 07/01/2009

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

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

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

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

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

LABO0067-006 06/28/2010

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
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, HORTICULURAL & 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 bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in

connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

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

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

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

repair of voids; Precast manhole setters, cast in place manhole form setters

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

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0067-010 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 nozzlemen

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-001 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

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* PAIN0016-004 01/01/2012

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:	$ 33.09	19.83

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

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

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* PAIN0016-005 01/01/2012

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	18.24

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* PAIN0016-007 01/01/2012

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

	Rates	Fringes
Painters:.....	$ 28.35	15.74

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

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* PAIN0016-008 01/01/2012

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 44.87	17.78

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* PAIN0169-004 01/01/2012

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	20.39

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

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* PAIN0767-004 01/01/2012

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	18.59

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 rquired 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

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

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* PAIN1237-001 01/01/2012

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	16.53

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 hgih-rise
buildings and commercial
work such as hospitals,
prisons, hotels, schools,
casinos, wastewater
treatment plants, and
resarch 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 COMMERICIAL:
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.

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

	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

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
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 car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

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

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

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); 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

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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 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 Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION