



## City of Sacramento City Council

915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 9/4/2012

**Report Type:** Consent

**Title: Contract: McClellan Heights - Pinell Street Frontage Improvements Project**

**Report ID:** 2012-00714

**Location:** Pinell Street between Bell Avenue and North Avenue, District 2

**Recommendation:** Pass a Resolution: 1) approving Plans and Specifications for the McClellan Heights – Pinell Street Frontage Improvements Project ; 2) transferring \$135,619 of Measure A (Fund 2001) funds from the Major Street Improvement Project (T15138000) to the McClellan Heights Frontage Improvements Project (T15016000); and 3) awarding the construction contract to Cazadores Construction, Inc. for an amount not to exceed \$1,039,774 for the McClellan Heights – Pinell Street Frontage Improvement Project.

**Contact:** Ricky Chuck, Senior Engineer, (916) 808-5050; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Civil & Electrical Design

**Dept ID:** 15001131

### Attachments:

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- 1- Description/Analysis
- 2 - Background Information
- 3- Resolution
- 4- Exhibit A - Location Map
- 5 - Contract with Cazadores Construction, Inc.

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### City Attorney Review

Approved as to Form  
Gerald Hicks  
8/24/2012 2:54:02 PM

### City Treasurer Review

Reviewed for Impact on Cash and Debt  
John Colville  
8/17/2012 2:18:21 PM

### Approvals/Acknowledgements

~~Department Director or Designee:~~ Jerry Way - 8/21/2012 12:26:43 PM

## Description/Analysis

**Issue:** The McClellan Heights – Pinell Street Frontage Improvements Project will construct frontage improvements between Bell Avenue and North Avenue which includes new curb, gutter, sidewalk, drainage, street lighting, landscaped planter, and resurfacing pavement. Pinell Street is one of the three street segments of the McClellan Heights Frontage Improvements Project (T15016000) which also consists of Bell Avenue and North Avenue. Construction for Bell Avenue was completed in 2011. North Avenue will be constructed later this year.

Bids for the McClellan Heights – Pinell Street Frontage Improvement Project were received. Cazadores Construction is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with construction.

**Policy Considerations:** The action requested herein is consistent with the Sacramento City Code, Title 3 and with the City of Sacramento Strategic Plan goals of achieving sustainability and neighborhood livability.

**Economic Impact:** This new commercial structure project is expected to create 4.16 total jobs (2.39 direct jobs and 1.77 jobs through indirect and induced activities) and create \$641,993 in total economic output (\$404,653 of direct output and another \$237,340 of output through indirect and induced activities).

*The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to qualify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the city of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.*

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** The Community Development Department, Environmental Planning Services Division has reviewed the proposed action and determined that the project is exempt from the provisions of the CEQA under Class 3, Section 15303(d).

Projects exempted under Class 3, Section 15303(d) consist of the construction of new, small structures including water main, sewage, electrical, gas, and other utility extensions, including street improvements.

**Sustainability Considerations:** This project is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure. The project will add separate sidewalks and Class II bicycle facilities, which promotes

alternative modes of travel and reduces dependence of the private automobile.

**Other:** None.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** Cazadores Construction, Inc. is the lowest responsive and responsible bidder. Project funding is sufficient to award the contract. (Refer to Background Information, Attachment 1.)

**Financial Considerations:** The McClellan Heights Infrastructure Project (T15016000) has a total budget of \$3,280,697 consisting of local transportation funds (Fund 2001), Community Development Block Grant (CDBG) funds (Fund 2700) and Community Reinvestment Capital Improvement Program (CRCIP) funds (Fund 3004). As of August 14, 2012, the unobligated balance for T15016000 is \$2,252,754. Approval of the transfer of \$134,619 Measure A (Fund 2001) funds from the Major Street Improvement Program (T15138000) to T15016000 will increase its total budget to \$3,416,316 and the unobligated balance to \$2,388,373, which is sufficient to execute the contract with Cazadores Construction, Inc. for an amount not to exceed \$1,039,774 for the McClellan Heights – Pinell Street Frontage Improvements Project, cover remaining construction engineering costs, and complete the McClellan Heights - North Avenue Frontage Improvements Project.

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

**Emerging Small Business Development (ESBD):** The project is funded with Community Development Block Grant (CDBG) funds (Fund 2700) and Minority and Women Owned Enterprise (M/WBE) Good Faith Effort subcontracting efforts apply. Emerging and Small Business Enterprise (E/SBE) requirements are held in abeyance. Cazadores Construction, Inc. met all required M/WBE participation requirements and demonstrated Good Faith Effort (GFE). To encourage Minority and Women Owned Enterprise (M/WBE) participation, plans and specifications were sent to nineteen (19) plan rooms. The project was also announced on the City's Internet site at [www.cityofsacramento.org](http://www.cityofsacramento.org).



## Background:

The McClellan Heights – Pinell Street Frontage Improvements Project will construct frontage improvements between Bell Avenue and North Avenue which includes new curb, gutter, sidewalk, drainage, street lighting, landscaped planter, and resurfacing pavement. Pinell Street is one of the three street segments of McClellan Heights Frontage Improvements Project (T15016000) which also consists of Bell Avenue and North Avenue. North Avenue was awarded in August 2012 and constructed as a separate project. Construction for Bell Avenue was completed in 2011.

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

<b>Contractor</b>	<b>Bid Amount</b>	<b>M/WBE Good Faith Effort Yes or No</b>
Cazadores Construction, Inc.	\$1,039,773.50	Yes
Navajo Pipelines	\$1,072,260.00	Yes
Biondi Paving	\$1,402,975.00	Yes

The Engineer's estimate was \$934,000. Bids are higher than the estimate. Additional funds are needed in order to award the construction award.

It is recommended that the contract be awarded to Cazadores Construction, Inc. for its lowest responsive and responsible bid.

Construction is anticipated to start in September 2012 and be completed in December 2012.



## RESOLUTION NO.

Adopted by the Sacramento City Council

### APPROVING PLANS AND SPECIFICATIONS, TRANSFER OF FUNDS, AND AWARDING CONSTRUCTION CONTRACT FOR THE McCLELLAN HEIGHTS INFRASTRUCTURE PROJECTS

#### BACKGROUND

- A. Pinell Street is one of the three street segments of McClellan Heights Infrastructure Project (T15016000). The McClellan Heights – Pinell Street Frontage Improvements Project will construct frontage improvements between Bell Avenue and North Avenue which includes new curb, gutter, sidewalk, drainage, street lighting, landscaped planter, and resurfacing pavement. This segment consists of Bell Avenue and North Avenue. North Avenue was awarded in August 2012 and will be constructed as a separate project. Construction for Bell Avenue was completed in 2011.
- B. The project was advertised and bids were received on July 18, 2012. The bids are summarized below:

Contractor	Bid Amount	M/WBE Good Faith Effort Yes or No
Cazadores Construction, Inc.	\$1,039,773.50	Yes
Navajo Pipelines	\$1,072,260.00	Yes
Biondi Paving	\$1,402,975.00	Yes

- C. The Engineer’s estimate was \$934,000. Cazadores Construction, Inc. is the lowest responsive and responsible bidder.
- D. Bids are higher than the estimate. Additional funds are needed in order to award the construction contract.
- E. Construction is anticipated to start in September 2012 and 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 McClellan Heights - Pinell Street Frontage Improvements Project are approved.

Section 2. The FY2012/13 Capital Improvement Program is amended by transferring \$134,619 in Measure A (Fund 2001) funds from the Major Street Improvement Project (T15138000) to the McClellan Heights Infrastructure Project (T15016000).

Section 3. A contract is awarded to Cazadores Construction, Inc. for an amount not-to-exceed \$1,039,774 for the McClellan Heights – Pinell Street Frontage Improvements Project.

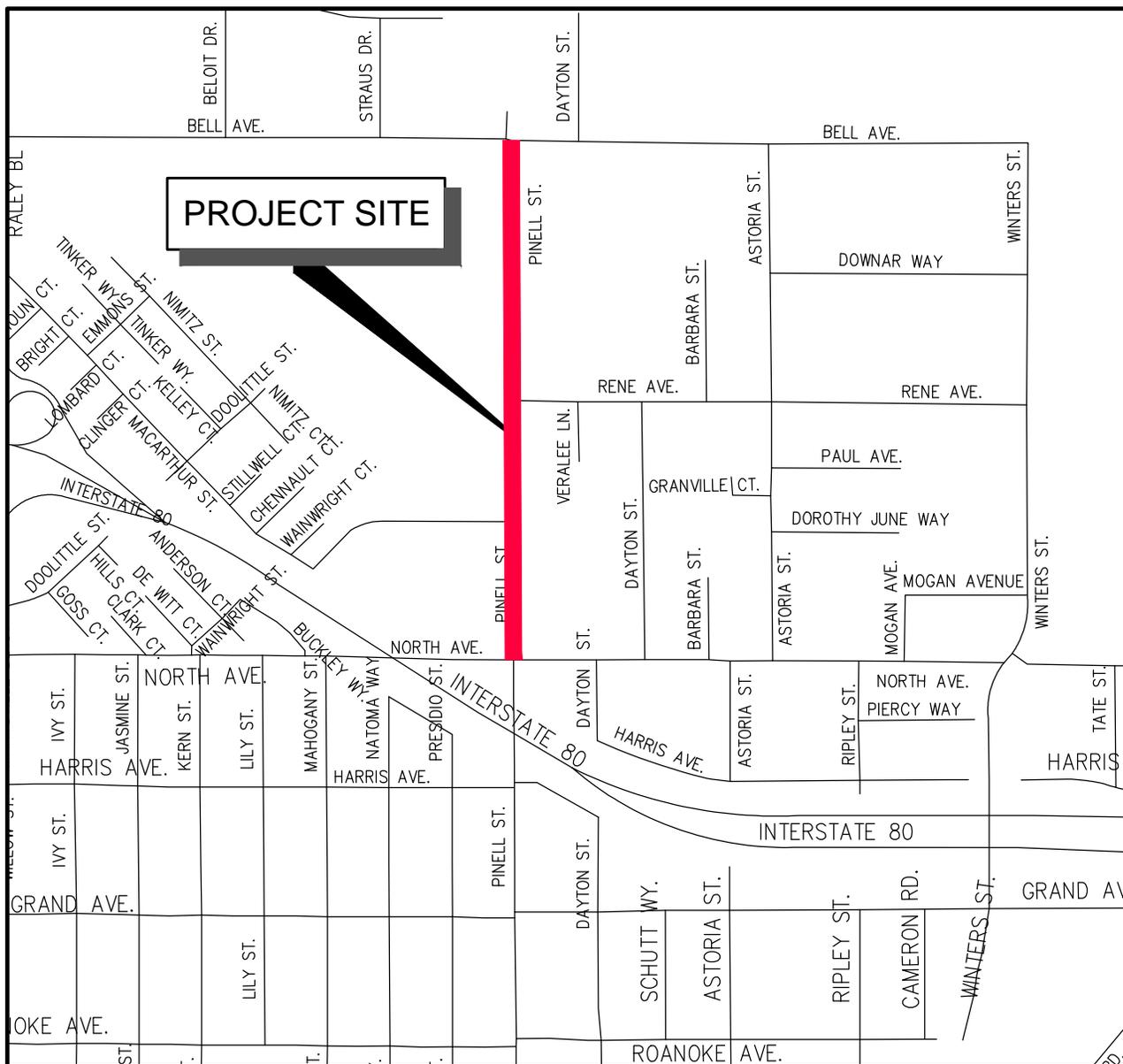
Section 4. Exhibit A is incorporated into and made part of this Resolution.

**Table of Contents:**

Exhibit A: Map of McClellan Heights - Pinell Street Frontage Improvements



# Location map for: McCLELLAN HEIGHTS - PINELL STREET FRONTAGE IMPROVEMENTS FROM BELL AVENUE TO NORTH AVENUE (PN: T15016002)



Date: AUGUST 2012



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

**CONTRACT SPECIFICATIONS  
FOR**

**McClellan Heights – Pinell Street Frontage Improvements**

**(PN: T15016002)**

Separate Plans

For Pre-Bid Information Call:  
Ricky Chuck, Project Manager  
(916) 808-5050

**Pre-bid meeting:**

**2:00 P.M., July 5, 2012**

Location: 915 I Street, Room 2000,  
Conference Room 2105

*Attendance is recommended but not required.*

Bids to be received before  
**2:00 P.M. Wednesday,  
July 11, 2012** at:  
City Clerk's Office  
Historic City Hall  
915 I Street, Suite 116  
Sacramento, CA 95814

Estimated Construction Cost: **\$880,000.00** Construction Time: 45 Working Days



DEPARTMENT OF CONSUMER AFFAIRS

# Contractors State License Board

## Contractor's License Detail - License # 953796



**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.

<b>License Number</b>	<b>953796</b>	<b>Extract Date</b> 8/7/2012
<b>Business Information</b>	CAZADORES CONSTRUCTION INC Business Phone Number: (916) 792-7645 3941 PARK DR SUITE 20-404 EL DORADO HILLS, CA 95762	
<b>Entity</b>	Corporation	
<b>Issue Date</b>	10/21/2010	
<b>Expire Date</b>	10/31/2012	
<b>License Status</b>	<b>ACTIVE</b> This license is current and active. All information below should be reviewed.	
<b>Classifications</b>	<b>CLASS</b> A	<b>DESCRIPTION</b> <u>GENERAL ENGINEERING CONTRACTOR</u>
<b>Bonding</b>	<b>CONTRACTOR'S BOND</b> This license filed a Contractor's Bond with <u>AMERICAN CONTRACTORS INDEMNITY COMPANY.</u> <b>Bond Number:</b> 100175711 <b>Bond Amount:</b> \$12,500 <b>Effective Date:</b> 09/20/2011 <u>Contractor's Bond History</u> <b>BOND OF QUALIFYING INDIVIDUAL</b> 1. The Responsible Managing Officer (RMO) EDWARDS JASON MC DOWELL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is <b>not</b> required. <b>Effective Date:</b> 02/02/2012 <u>BQI's Bond History</u>	
<b>Workers' Compensation</b>	WORKERS' COMPENSATION	

This license has workers compensation insurance with  
STATE COMPENSATION INSURANCE FUND

**Policy Number:** 713-0035082

**Effective Date:** 03/02/2011

**Cancellation Date:** 08/29/2012

Workers' Compensation History

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

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

**Division of Labor Standards Enforcement (DLSE)**

**DLSE debarments**

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

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

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

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

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

Revised: 6/15/12

Name of contractor	Period of debarment
<b>Wallcrete Industries, Inc.; Garit David                      Wallace and Amber Anderson, Individuals</b> 400 Kansas, Redlands, CA 92373  CSLB#834220 <a href="#">Decision</a>	<b>7/29/12 through 7/28/15</b>
<b>FEI Enterprises, Inc                      Gabriel Fedida, Individual</b> 5749 Venice Blvd., Los Angeles, CA 90019  CSLB#659252 <a href="#">Decision</a>	<b>6/14/12 through 6/13/15</b>
<b>Jeffrey Alan Mott and Michelle Mott, individuals                      Dda Integrity Landscape</b> 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 <a href="#">Decision</a>	<b>3/29/12 through 3/28/15</b>
<b>Jensen Drywall &amp; Stucco                      Jeffrey E. Jensen</b> 3714 Lynda Place	<b>3/31/11 through 3/30/13</b>

<p>National City, CA 91950-8121  CSB # 664168 Exp. 2/18/11 (expired)  <a href="#">Decision</a></p>	
<p><b>All West Construction, Inc.</b>  <b>Donald Kent Russell</b>  495 N. Marks Ave.  Fresno, CA 93706  CSB # 592321 Exp. 4/3/12 (suspended)  <a href="#">Decision</a></p>	<p>3/31/11 through 3/30/13</p>
<p><b>Country Builders, Inc.</b>  <b>Weldon Offill, individually</b>  5915 Graham Ct.  Livermore, CA 94550  CSB # 699574 Exp. 11/30/12 (active)  <a href="#">Decision</a>  <a href="#">Addendum</a></p>	<p>3/1/11 through 2/28/14</p>
<p><b>Sutter Foam &amp; Coating, Inc.</b>  909 A. George Washington  Yuba City, CA 95993  CSB # 732014 Exp. 1/31/09 (inactive)</p> <p><b>David Alvin Trexler, an individual</b>  909 A. George Washington  Yuba City, CA 95993</p> <p><b>Kenneth A. Trexler, an individual</b>  2603 Lago Lane  Marysville, CA 95901  <a href="#">Decision</a></p>	<p>7/1/10 through 6/30/13</p> <p>7/1/10 through 6/30/13</p> <p>7/1/10 through 6/30/13</p>
<p><b>Soo Dong Kim, an individual,  dba Soo Kim Electric Company</b>  16224 Ridgeview Lane  La Mirada, CA 90638  CSB # 568103 Exp. 8/1/09 (inactive)</p> <p><b>Hyo Nam Jung, an individual,  dba Lucid Electric</b>  18621 Well Street  Rowland Heights, CA 91748  CSB # 914692 Exp. 4/3/10  <a href="#">Decision</a></p>	<p>4/19/10 through 4/18/13</p> <p>4/19/10 through 4/18/13</p>
<p><b>Southwest Grading,  dba Southwest Grading Services, Inc.,</b>  22031 Waite Street  Wildomar, CA 92595</p> <p><b>David Walter Cholewinski, an individual</b>  22031 Waite Street  Wildomar, A 92595  29970 Technology Drive, Ste. 205  Murrieta, CA 92563  CSB #840416 Exp. 6/30/10  <a href="#">Decision</a></p>	<p>3/18/10 through 3/17/13</p>

<p><b>S.J. Cimino Electric, Inc., a California corporation,</b> 3267 Dutton Ave. Santa Rosa, CA 95404 <b>Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual</b> 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) <a href="#">Decision</a></p>	<p><b>10/15/09 through 10/14/12</b></p>
<p><b>Cedar Development Corporation</b> <b>Serghon Gabriel Afram, individually</b> 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) <a href="#">Decision</a></p>	<p><b>8/5/09 through 8/4/12</b></p>
<p><b>All Floors Commercial and Residential Flooring, Inc.</b> <b>Salvador Elias Perea, individually</b> 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 <a href="#">Decision</a></p>	<p><b>5/14/09 through 5/13/12</b></p>
<p><b>1-AMD Construction, Inc.</b> <b>Alberto Mordoki, individually</b> <b>Mirella Mordoki, individually</b> 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked <a href="#">Decision</a></p>	<p><b>3/16/09 through 3/15/12</b></p>



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

**McClellan Heights – Pinell Street Frontage Improvements Project  
(PN: T15016002)  
Addendum No. 1**

July 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, Ricky Chuck at (916) 808-5050.

Very truly yours,

Jose R. Ledesma  
Contract Services  
Enclosure

**McClellan Heights – Pinell Street Frontage Improvements Project  
From Bell Avenue to North Avenue  
(PN: T15016002)  
Addendum No. 1**

**Item No. 1**

Replace Section 3.12 “Pull Boxes”, page 40 of the Special Provisions, in this entirety with the replaced page attached.

**Item No. 2**

The Engineer’s estimate has been revised to \$934,000.00

**Item No. 3**

Bid opening date **has not** changed.

### 3.12 PULL Boxes

Pull Box 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.
- h. A crushed rock foundation shall be installed prior to placing the pull box. The crushed rock foundation shall have a minimum of 12" in depth and continue to extend a minimum of 6" beyond the outside edge of the pull box. Crushed rock foundation shall be compacted. Compact crushed rock while maintaining integrity of conduit. Conduit shall not be damaged nor cracked. Then, install pull box on top of crushed rock foundation. Adjust pull box to grade. Conduit and pull boxes shall not be damaged or cracked.

All No. 5 and No. 6 Pull Boxes shall have steel security lids with locking key bolt.

- a. Pull Box Lid shall be manufactured by LockLid Secure Utility Enclosure Lids or approved equal. (#5 PB - Locklid 1324 Lid LL K-S TrxPlt Sac Glv; #6 PB – LockLid 1730 Lid LL K-SD TrxPlt Sac Glv)
- b. Lid shall be ¼" thick galvanized steel.
- c. Lid shall be manufactured with slip resistant surface.

- d. Lid shall be non-traffic rated, unless otherwise specified.
- e. Lock shall be recessed in lid. 1 inch diameter circle. Lock shall be a Secure Keyed Bryce Fastener, or approved equal.
- f. A steel welding plug shall be provided by the manufacturer to be inserted into the 1 inch diameter recessed lock. (Locklid # Plugs Sac Stl Plgs LkLd Lids, or approved equal).
- g. Lid shall be flush with top of pull box when the lid is completely secured and locked to the pull box.
- h. No. 5 pull boxes shall have a single cam locking system, or approved equal.
- i. No. 6 pull boxes shall have a double cam locking system, or approved equal.
- j. Lid finish shall be galvanized.
- k. Lid shall have a grounding lug.
- l. Supply five sets of keys for the locks.
- m. Supply two sets of lifting tools for the lid.
- n. Lid shall be free of scratches, defects, and debris. Lids shall be installed new.



DEPARTMENT OF  
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ENGINEERING SERVICES DIVISION

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FAX (916) 808-8281

**McClellan Heights – Pinell Street Frontage Improvements Project  
(PN: T15016002)  
Addendum No. 2**

June 10, 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, Ricky Chuck at (916) 808-5050.

Very truly yours,

Jose R. Ledesma  
Contract Services  
Enclosure

**McClellan Heights – Pinell Street Frontage Improvements Project  
From Bell Avenue to North Avenue  
(PN: T15016002)  
Addendum No.2**

**Item No. 1**

The bid due date for this project has been changed the new bid due date is **JULY 18, 2012**.

**Item No. 2**

The City's Non-Discrimination In Employee Benefits Ordinance Certification documents are attached (due with bid).

**Item No. 3**

Revised Minimum Qualifications Questionnaire attached (page numbering corrected, due with bid).

# 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 contracts 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 of 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

## **NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

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.

“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.”

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS  
ORDINANCE**

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

---

Name of Contractor

---

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:

## NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS 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).

## NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS 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.

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS  
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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

# NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



## 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,

## NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

### 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 24<sup>th</sup> 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

# NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



## 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 24<sup>th</sup> 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.

## 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.

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

## QUESTIONNAIRE

**NOTICE:** For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to "your firm" shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. **Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:**  

---
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?  
 Yes                       No
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?  
 Yes                       No
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?  
 Yes                       No
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?  
 Yes                       No

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes  No

**OR**

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

**NOTE:** Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as:  $(N/EH) \times 200,000$ , where

**N** = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)  
**EH** = total hours worked by all employees during the calendar year  
**200,000** = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes  No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

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

Yes  No

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**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

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

**VERIFICATION AND SIGNATURE**

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at \_\_\_\_\_, on \_\_\_\_\_.  
(Location) (Date)

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

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.

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

To view this project on-line go to:

[www.planroom.us/cityofsac](http://www.planroom.us/cityofsac)

There is no charge to view this project.



DEPARTMENT OF  
TRANSPORTATION

CITY OF SACRAMENTO  
CALIFORNIA

915 I ST, RM 2000  
SACRAMENTO, CA  
95814-2702

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

ENGINEERING SERVICES  
DIVISION

June 19, 2012

**RE: City of Sacramento Construction Contracting Opportunities**

The City of Sacramento is currently soliciting bids for McClellan Heights – Pinell Street Frontage Improvements (PN: T15016002). The work to be performed in these Special Provisions consists of constructing new curbs, gutters, sidewalks, planters, irrigation systems, street resurfacing, planting trees, replacing and constructing drain inlets, and installation of street lights. The project is along Pinell Street between Bell Avenue and North Avenue. **Bids to be received Wednesday, July 11, 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  
1491 River Park Drive, Ste #101, Sacramento, CA 95815
13. Fresno Builders Exchange  
1244 Mariposa Street, Fresno, CA 93707-0111
14. Peninsula Builders Exchange  
735 Industrial Rd, Ste #100, San Carlos, CA 94070
- California Small Business Entrepreneurs, Inc (CalSBE)

City Council  
McClellan Heights – Pinell Street Frontage Improvements (PN: T15016002)  
June 19, 2012

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

Bidders may obtain the Contract Documents at Signature Reprographics, 620 Sunbeam Avenue, Sacramento, CA 95814, 916-454-0800. The full cost of the bid package with plans will be at the contractors cost. An electronic copy may be purchased from Signature Reprographics at half the cost of the printed set. The construction estimate is **\$880,000.00** The City Project Manager is **Ricky Chuck (916) 808-5050**.

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

Department of Transportation, Engineering Services Division  
New City Hall  
915 I St, Room 2000  
Sacramento, CA 95814  
Attention: Jose R. Ledesma

Respectfully,

  
Jose R. Ledesma  
Contracts & Compliance Specialist

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Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, Historic City Hall, Ste 116, located at 915 I Street between 9th and 10th Streets, up to the hour of 2:00 PM on July 11, 2012 and will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

**McClellan Heights – Pinell Street Frontage Improvements**

**(PN: T15016002)**

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal which conforms to the requirements of Section 7.0 of the Instructions to Bidders. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed proposals shall be submitted on the printed forms contained in the Project Manual and enclosed in an envelope marked: Sealed Bid Proposal for:

**McClellan Heights – Pinell Street Frontage Improvements**

**(PN: T15016002)**

Copies of the Contract Documents are available at

**SIGNATURE REPROGRAPHICS  
620 SUNBEAM AVE  
SACRAMENTO, CA 95814  
916-454-0800**

Full price for the plans and specifications will be charged to the contractor. An electronic copy of the plans and specifications may be purchased at half the price.

Subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **Electronic Web submittal of Labor Compliance Reports is effective May 1, 2007.** Each contractor and every lower-tier subcontractor is 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.

All questions regarding this Labor Compliance Program should be directed to the department's contracts staff or Contracts Services at (916) 808-8195.

Pursuant to Sacramento City Code Section 3.60.250, any Agreement awarded pursuant to this Invitation to Bid shall contain a provision permitting the substitution of securities for any monies withheld to ensure performance under the Agreement. The terms of such provisions shall be according to the requirements and the form required by the City.

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, Ste 116, Sacramento, CA 95814.

# 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

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.

(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

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/](http://www.dir.ca.gov/).**

DAS 10 (Rev. 04-02)

# **TITLE VI**

## Title VI Language

### 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:**

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.

**BID PROPOSAL FORMS**

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**PLEASE REMOVE AND**

**COMPLETE**

**THE FOLLOWING DOCUMENTS**

**AND**

**SUBMIT AS**

**THE BID PROPOSAL**

**PACKAGE**

# CAZADORES Construction



## 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.	<b>United States Postal Service (USPS)</b> <ul style="list-style-type: none"><li>- Regular First Class</li><li>- Certified or Return Receipt</li><li>- Priority</li><li>- Express</li></ul>	Sacramento City Clerk's Office <i>P.O. Box 122391</i> Sacramento, CA 95812-2391
2.	<b>Expedited Services</b> <ul style="list-style-type: none"><li>- FedEx</li><li>- UPS</li><li>- DHL</li></ul>	Sacramento City Clerk's Office <i>915 I Street, Ste. 122391</i> Sacramento, CA 95814-2604
3.	<b>Personal Delivery</b> <ul style="list-style-type: none"><li>- Hand Delivery</li><li>- Courier</li></ul>	Sacramento City Clerk's Office <i>Historic City Hall</i> <i>915 I Street, Ste. 116</i> Sacramento, CA 95814

## BID PROPOSAL CHECKLIST

*The following items are required to be submitted as part of the bid proposal. Failure to do so will result in the bid being declared not responsive.*

<u>Included</u> <u>Please (✓)</u>	<u>Pages</u>
<input checked="" type="checkbox"/> Bid Proposal Form	1 - 6
<input checked="" type="checkbox"/> Bid Proposal Guarantee	1 only
<input checked="" type="checkbox"/> Drug Free Work Place Certification	1 only
<input checked="" type="checkbox"/> List of Sub-Contractors	1 only
<input checked="" type="checkbox"/> M/WBE Requirements	1 - 17
<input checked="" type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification	1 - 9
<input checked="" type="checkbox"/> Minimum Qualifications Questionnaire	1 - 6
<input checked="" type="checkbox"/> Cost Breakdown for Lump Sum Electrical Items**	

- \*\*Bidder generated document due with submission of bid.

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:

**McClellan Heights – Pinell Street Frontage Improvements Project**  
**From Bell Avenue to North Avenue**  
**(PN:T15016002)**

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	Preconstruction Photographs	1	LS	\$ <u>3000</u>	\$ <u>3000</u>
2	Clearing and Grubbing	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>
3	Potholing by Excavation	30	CY	\$ <u>350</u>	\$ <u>10,500</u>
4	Roadway Excavation and Grading	3,400 (F)	CY	\$ <u>22</u>	\$ <u>74,800</u>
5	Unsuitable Material to Remove and Replace	100	TN	\$ <u>75</u>	\$ <u>7500</u>
6	Geo Grid Material to Place	150	SY	\$ <u>10</u>	\$ <u>1500</u>
7	Aggregate Base Class 2 to Place	2,000	TN	\$ <u>35</u>	\$ <u>70,000</u>
8	Pavement Keycutting	4,250	LF	\$ <u>1<sup>10</sup></u>	\$ <u>4675</u>
9	Planed Pavement Conforms	850	SY	\$ <u>2<sup>70</sup></u>	\$ <u>2295</u>
10	Asphalt Concrete Overlay to Place	1,350	TN	\$ <u>104</u>	\$ <u>140,400</u>
11	Asphalt Concrete (1/2") Pavement to Place	650	TN	\$ <u>112</u>	\$ <u>72,800</u>
12	3-1/2" Portland Cement Concrete Sidewalk to Construct	21,500	SF	\$ <u>3<sup>01</sup></u>	\$ <u>66,005</u>
13	Curb and Gutter Type 2 to Construct	3,800	LF	\$ <u>16</u>	\$ <u>60,800</u>

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
14	Curb Type 3 to Construct	160	LF	\$ <u>31</u>	\$ <u>4960</u>
15	Reinforced Curb and Gutter to Construct	200	LF	\$ <u>45</u>	\$ <u>9000</u>
16	3-1/2" Portland Cement Concrete Residential Driveway to Construct	800	SF	\$ <u>6<sup>15</sup></u>	\$ <u>4920</u>
17	6" Portland Cement Concrete Commercial Driveway to Construct	350	SF	\$ <u>12<sup>75</sup></u>	\$ <u>4462<sup>50</sup></u>
18	Portland Cement Concrete Residential Driveway Conform to Construct	320	SF	\$ <u>6<sup>50</sup></u>	\$ <u>2080</u>
19	Asphalt Concrete Driveway Conform to Construct	1,200	SF	\$ <u>3<sup>68</sup></u>	\$ <u>4416</u>
20	Gravel Driveway Conform to Construct	250	SF	\$ <u>10</u>	\$ <u>2500</u>
21	Truncated Dome on Existing Ramp (36" x 48")	2	EA	\$ <u>300</u>	\$ <u>600</u>
22	Truncated Dome on New Ramp (36" depth) Transition	10	EA	\$ <u>400</u>	\$ <u>4000</u>
23	Truncated Dome on New Curb Ramp (36" x 48")	10	EA	\$ <u>300</u>	\$ <u>3000</u>
24	Asphalt Concrete Undulation to Remove	4	EA	\$ <u>2400</u>	\$ <u>9600</u>
25	Asphalt Concrete Speed Lump to Construct	6	EA	\$ <u>2180</u>	\$ <u>13080</u>
26	Sidewalk Barricade to Place	2	EA	\$ <u>325</u>	\$ <u>650</u>
27	Maintenance Hole No. 3 to Construct	2	EA	\$ <u>5500</u>	\$ <u>11000</u>
28	Maintenance Hole to Adjust to Grade	16	EA	\$ <u>2500</u>	\$ <u>40000</u>
29	Water Meter/Valve Box to Adjust to Grade	22	EA	\$ <u>650</u>	\$ <u>14300</u>
30	Water Meter/Valve Box to Relocate	3	EA	\$ <u>3500</u>	\$ <u>10500</u>
31	Clean-out Box to Adjust to Grade	2	EA	\$ <u>150</u>	\$ <u>300</u>
32	Mail Box to Relocate	6	EA	\$ <u>150</u>	\$ <u>900</u>

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
33	Wrought Iron Gate to Reset	3	EA	\$ <u>1850</u>	\$ <u>5550</u>
34	Chain Link Gate to Reset	4	EA	\$ <u>575</u>	\$ <u>2300</u>
35	Chain Link Fence to Reset	620	LF	\$ <u>31</u>	\$ <u>19220</u>
36	Chain Link Gate to Install	2	EA	\$ <u>1500</u>	\$ <u>3000</u>
37	Chain Link Fence to Install	200	LF	\$ <u>31</u>	\$ <u>6200</u>
38	Catch Basin and Drain Inlet to Remove and Replace	8	EA	\$ <u>3000</u>	\$ <u>24000</u>
39	Type "B" Drain Inlet to Place	11	EA	\$ <u>2700</u>	\$ <u>29700</u>
40	12" Diameter Drain Lead to Place	280	LF	\$ <u>200</u>	\$ <u>56,000</u>
41	Pipe Ends to Plug	9	EA	\$ <u>110</u>	\$ <u>990</u>
42	Tree to Remove	2	EA	\$ <u>1700</u>	\$ <u>3400</u>
43	Bush to Remove	1	LS	\$ <u>3000</u>	\$ <u>3000</u>
44	Import Top Soil to Place	9,200	SF	\$ <u>1</u>	\$ <u>9200</u>
45	Soil Preparation and Fine Grading	1	LS	\$ <u>3300</u>	\$ <u>3300</u>
46	Backflow Preventer and Enclosure - 1" to Place	1	EA	\$ <u>2200</u>	\$ <u>2200</u>
47	Irrigation System to Install	1	LS	\$ <u>16000</u>	\$ <u>16000</u>
48	1-Inch Water Tap and Meter	1	EA	\$ <u>3500</u>	\$ <u>3500</u>
49	Irrigation Controller and Enclosure	1	LS	\$ <u>4000</u>	\$ <u>4000</u>
50	24-Inch Box Tree to Plant	72	EA	\$ <u>440</u>	\$ <u>31680</u>
51	Bark Mulch to Place	150	CY	\$ <u>86</u>	\$ <u>12900</u>
52	Plant Establishment (180 Days)	1	LS	\$ <u>3000</u>	\$ <u>3000</u>

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
53	Traffic Sign to Place	18	EA	\$ 110	\$ 1980
54	New Post to Install	4	EA	\$ 200	\$ 800
55	Sign to Remove	10	EA	\$ 29	\$ 290
56	Sign to Relocate	12	EA	\$ 200	\$ 2400
57	Fire Hydrant to Relocate	2	EA	\$ 8000	\$ 16000
58	Thermoplastic Traffic Striping (4") to Place	5,650	LF	\$ 1 <sup>15</sup>	\$ 6497 <sup>50</sup>
59	Thermoplastic Traffic Striping (6") to Place	4,500	LF	\$ 1 <sup>15</sup>	\$ 5175
60	Thermoplastic Traffic Striping (12") to Place	650	LF	\$ 4 <sup>60</sup>	\$ 2990
61	Thermoplastic Pavement Markings to Place	950	SF	\$ 4 <sup>60</sup>	\$ 4370
62	Raised Pavement Markers to Place	250	EA	\$ 4 <sup>15</sup>	\$ 1037 <sup>50</sup>
63	Traffic Stripe and Pavement Markings to Remove	1	LS	\$ 3300	\$ 3300
64	Extend School Sign Concrete Base	1	LS	\$ 1750	\$ 1750
65	Streetlight Installation	1	LS	\$ 79500	\$ 79500

(F) - denotes final pay quantity

CONTRACTOR NAME: CAZADRES CONSTRUCTION INC.

TOTAL \$ 1,039,773<sup>50</sup>

It is understood that this Bid Proposal is based upon completion of the Work within a period of FORTY FIVE (45) WORKING DAYS, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

A Schedule of Values (cost break-down) for lump-sum landscape items including irrigation system and 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 Landscape Provisions and 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. #	<u>1</u>	DATE	<u>July 6, 2012</u>
Add. #	<u>2</u>	DATE	<u>July 10, 2012</u>
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.

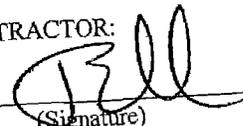
If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR:

By   
(Signature)

JASON EDWARDS  
(Print or Type)

Title PRESIDENT  
Address 3941 PARK DR. STE 20-404  
EI DORADO HILLS, CA 95762

FOR CITY USE ONLY

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

Telephone No. 916-792-7645

Fax No. 916-293-9497

Email Address JASON@CAZADORESCONSTRUCTION.COM

Date 7-10-12

Type A

State CA

Contractor's License No. 953796

Expiration Date 10-31-12

Tax I.D. Nos.- Fed. 32-0318492

City of Sacramento Business Operation Tax Certificate No.

(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE \_\_\_\_\_ Cert # \_\_\_\_\_ SBE \_\_\_\_\_ Cert # \_\_\_\_\_

UDBE \_\_\_\_\_ Cert # \_\_\_\_\_ M/WBE \_\_\_\_\_ Cert # \_\_\_\_\_

CITY OF SACRAMENTO  
Department of Transportation  
Engineering Services Division

KNOW ALL MEN BY THESE PRESENTS,

That we CAZADORES CONSTRUCTION, INC.  
as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

a corporation duly organized under the laws of the State of CONNECTICUT 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.

**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 in the Council Chambers at City Hall Sacramento, California on **July 18, 2012**, for the Work specifically described as follows:

**McClellan Heights - Pinell Street Frontage Improvements**

(PN: T15016002)

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 12th day of July, 2012.

CAZADORES CONSTRUCTION, INC.  
PRINCIPAL

By: [Signature]  
**JASON EDWARDS**  
PRESIDENT

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
SURETY Seal

By: [Signature]

Randall L. Jorgensen, Attorney-In-Fact

**JOHN O. BRONSON CO.**

Agent Name and Address

**3636 AMERICAN RIVER DRIVE, SUITE 200**

**SACRAMENTO, CALIFORNIA 95864**

**(916) 480 4123**

Agent Phone #

**(916) 852 5265**

Surety Phone #

#0425149

California License #

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SACRAMENTO

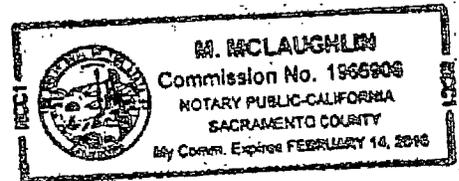
On July 12, 2012 before me, M. McLaughlin, Notary Public  
(Here insert name and title of the officer)

personally appeared Randall L. Jorgensen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



\_\_\_\_\_  
 Signature of Notary Public

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Title or description \_\_\_\_\_  
(Title or description of attached document)

Title or description continued \_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

004408835

Certificate No.

Attorney-In Fact No. 220444

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Wisconsin the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol Dunn, Paul F. Bystrowski, Randall L. Jorgensen, Joseph H. Weber, Mary E. A. McLaughlin, John E. Murphy, and Sandi Pullen

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of July, 2011

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 12th day of July, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of July, 20 12.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

CITY OF SACRAMENTO  
Department of Transportation  
Engineering Services Division

**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: CAZADORES CONSTRUCTION INC.

BY: [Signature] PRESIDENT Date: 7-10-12

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.

SE

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

## LIST OF SUBCONTRACTORS

<u>Name and Address</u>	<u>Description of Portion of Work Subcontracted</u>	<u>Dollar Value Of Work Provided</u>
ASPEN LANDSCAPING 8727 BURNING WING CT. ORANGEVALE, CA 95662	LANDSCAPING; IRRIGATION	\$ 68,299. <sup>00</sup>
CHRISP COMPANY 1805 E. BEAVER ST. WOODLAND, CA 95776	STRIPING / MARKINGS	\$ 25,635
DELTA CONSTRUCTION P.O. BOX 277517 SACRAMENTO, CA 95827	Asphalt Paving	\$ 203,765
Anrak Corp. 5820 Mayhew Rd. SACRAMENTO, CA 95827	Asphalt Graveling	(Approx) \$ 9,000 - \$ 12,000
Pacific Excavation 9796 Kent St. Elk Grove, CA 95624	Electrical	\$ 86,953

Any Contractor who is bidding on the project as a M/WBE prime, is hereby notified that they must also perform and submit GFE for M/WBE subcontractor participation. Failure to submit GFE for M/WBE subcontractors participation shall deem Contractor's bid non-responsive.

## FEDERAL PROVISIONS

### M/WBE

#### I. M/WBE PROGRAM REQUIREMENTS

This project is subject to the Minority Business Enterprise ("MBE") and Women's Business Enterprise ("WBE") requirements under the U.S Department of Housing and Urban Development. Depending on the type of project and funding source, the specific federal requirements are found at 24 CFR 85.36(e) or at 24 CFR 84.44(b).

Bidders/offerors shall solicit quotes from M/WBE sub-trades for any subcontracting opportunity. This can be achieved by advertising in a daily or weekly newspaper / trade magazine of general circulation; or, by notifying the M/WBE sub-trades directly. The M/WBE program is designed to help bidders/offerors meet M/WBE requirements and is modified periodically to increase usefulness in response to local and national objectives.

#### II. CERTIFICATION

A MBE or WBE designated in the bid/offer must, upon request, certify that the firm is owned and controlled by a woman or women or a member of a minority group or groups. SHRA can provide a declaration statement that meets the minimum certification requirements. A firm may also complete a SHRA Vendor Application to certify. Any firm interested in participating in the SHRA Outreach List may do so by completing a Vendor Application available from SHRA Procurement Services (916) 440-1378.

#### III. DEMONSTRATING GOOD FAITH EFFORTS

These Guidelines include forms to be used by each bidder/offeror to demonstrate program compliance. Bidders/offerors shall demonstrate their efforts to comply with M/WBE requirements by submitting all supporting documentation with the bid/offer, or the bid/offer may be considered non-responsive.

A completed **M/WBE Outreach Contact Log** and **Questionnaire** must be submitted with the bid/offer. The bidder/offeror has the responsibility of demonstrating that its efforts meet the M/WBE program requirements as stated above.

A. **SHRA Outreach List.** SHRA can provide a project specific list of vendors, contractors and suppliers that include M/WBE firms. Bidders/offerors may utilize additional outreach sources to assist with their efforts to satisfy M/WBE requirements.

B. Complete the **M/WBE Outreach Contact Log**, to record results of your efforts to contact M/WBE sub-contractors and to identify any M/WBE sub-contractors and materials suppliers being utilized on your project. Submit the M/WBE Outreach Contact Log with the bid/offer. \*If no subcontracting opportunities exist, indicate "No subcontracting. All work to be completed by bidder/offeror."

C. **Outreach Questionnaire.** Provide the completed M/WBE Outreach Questionnaire

with the bid/offer.

#### IV. HELPFUL RESOURCES

Sacramento Housing and Redevelopment Agency (SHRA)  
801 12<sup>th</sup> Street  
Sacramento, CA 95814  
Telephone: 916/440-1378 Fax: 916/442-6736  
[www.shra.org](http://www.shra.org)

#### V. M/WBE REQUIREMENTS OF SUCCESSFUL BIDDER/OFFEROR

A. **M/WBE Records.** The selected contractor shall maintain records of all subcontracts and materials purchases with M/WBE subcontractors and suppliers. Such records shall show the name and business address of every M/WBE subcontractor or vendor/supplier and the total dollar amount actually paid to each M/WBE firm.

Upon completion of the contract, a summary of these records shall be prepared, certified correct by the contractor or authorized representative and, upon request, furnished to the Agency.

B. **Reporting Requirements and Sanctions.** Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications shall be considered noncompliance with the contract.

C. **Subcontracting.** No substitution of subcontractor, whether M/WBE or otherwise, shall be made at any time without written consent. If a subcontractor is unable to perform successfully and is to be replaced, the contractor will be required to make good faith efforts to replace the original subcontractor.

**Outreach Contact Log (Submit with the bid/offer) - attached**  
**Questionnaire (Submit with the bid/offer) - attached**

#### **SECTION 3** (Sub-recipient Construction Projects Greater than 100k)

The contractor and subcontractor(s), if any, are committed to making employment and business opportunities available to residents and businesses in this community. This construction project may provide such opportunities.

**New Hire Questionnaire - attached**  
**Poster - Section 3 Poster - attached**

#### **LABOR STANDARDS**

**Applicability**

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

**Federal Labor Standards Provisions – Form HUD-4010 (07/2003) - attached**  
**Poster - Federally Funded Construction Projects - attached**

**WAGE DECISION**

All laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with CDBG funds and in excess of \$2,000 or financed with HOME funds where 12 or more units are HOME assisted must be paid “prevailing wages” that have been determined in accordance with the **Davis-Bacon Act** as amended (40 U.S.C. 276a-276a-5). The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) also applies to such activities.

Davis Bacon Wages - Applicability – www.wdol.gov

**DEBARMENT**

The Excluded Parties List System (EPLS) includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits.

www.epls.gov

*JB*

# Outreach Report Cazadores Construction

Vendor Name and Contact	Address	Phone	Fax	Ethnicity*	Notes
<b>C-10 Electrical - General</b>					
2 M ENGINEERING CORP Renzo Morante	PO Box 1083 SACRAMENTO 95826	(916)709-8002 Email renzo@2mengineeringcorp.com		WA	NO ANSWER
ALL MIGHTY SECURITY & SOUND Gilbert Venegas	372 Florin Rd Ste 120 Sacramento CA 95831	(916)429-0106 (916)429-2731 Email allmightysecurity@gmail.com		MH	NOT BIDDING 7-9-11
CAL SERVICE ELECTRIC INC Cheryl Springmeyer	PO Box 41942 Sacramento CA 95841	(916)334-1180 (916)334-1183 Email cal-service@sbcglobal.net		WC	DAN SAID THEY WERE NOT BIDDING 7-16-11
CAMACHO COMMUNICATIONS CORP CEO	517 8th St SACRAMENTO CA 95814	(916)444-9853 Email l_camacho@camcosolutions.net		MH	LM 7-16-11
CARTER BROTHER'S FIRE & LIFE SAFETY Jake Calvin	5666 La Ribera St Ste A LIVERMORE CA 94550	(925)371-3100 (925)245-1298 Email jcalvin@carterbrothers.com		MB	NO SACRAMENTO WORK
CLARK SYSTEMS INC Gary Clark	5950 Key Court, Ste A LOOMIS CA 95650	(916)652-9300 (916)652-9719 Email gclark@ncbb.net		WC	NOT BIDDING 7-10
COMFORT SYSTEMS CONSTRUCTION INC Gary Collins	1731 Howe Ave #532, 2556-A Albatross Way Sacramento 95825	(916)929-1170 (916)929-1170 Email cs.construction@att.net		MB	N/A 7-9 / 7-16
ENGINEERED MONITORING SYSTEMS INC Dave Wilson	11290 Trade Cir Dr Ste A Rancho Cordova CA 95742	(916)638-0700 (916)355-1699 Email jsullivan@sacems.com		WO	N/A 7-9 / 7-16
F H ELECTRIC Freddie Lee Hunter, Jr.	7012 Middlecoff Way Sacramento CA 95822	(916)837-3740 Email fhelectric@sbcglobal.net		MB	NOT BIDDING
F P CONSTRUCTION INC Fran Pena	10824 Olson Dr Ste C376 Rancho Cordova CA 95670	(916)799-7242 (916)362-4220 Email fpcci@comcast.net		MH	LM
GOLDEN Felipe Ramirez, Jr.	4 Wayne Ct Bldg 1 Sacramento CA 95829	(916)383-7930 (916)383-7919 Email albert@dynamram.com		MH	N/A
INDUSTRIAL BATTERY SERVICES Francisco F. Recorder	4000 Mozart Dr El Sobrante CA 94803-2748	(510)222-7719 (510)222-7771 Email ibsrecoder@aol.com		WH	NOT BIDDING
JB CONSTRUCTION & ELECTRIC James Bonner	703 Melanie Way Sacramento CA 95831	(916)730-8251 (916)399-5574 Email jbccons01@yahoo.com		MH	LEFT MESSAGE
K&H ELECTRIC Heather Fox	5325 Elkhorn Blvd #359 SACRAMENTO CA 95842	(916)832-8330 (916)331-2103 Email heatherfox@khelectric.net		WC	NOT BIDDING
M & M ELECTRIC Audrey Daugherty	1600 Auburn Blvd Sacramento CA 95815-1906	(916)929-0150 (916)929-1188 Email alynn@sacmmelectric.com		WC	MONEY SAID SHE WILL PROVIDE B10 7-9-11
MARTICUS ELECTRIC INC Mark Green	9189 Jackson Rd Sacramento 95826	(916)368-2186 (916)368-2004 Email mgmarficus@yahoo.com		MH	N/A
MITCHELL ELECTRIC INC Mitchell Tellez	7466 Leonard Ave CITRUS HEIGHTS CA 95610	(916)725-1769 (916)727-1769 Email mitchtellez@comcast.net		MH	LM 7-9-11 LM 7/10
ONE WAY ELECTRIC INC David Fernandes, Sr.	dba Integrity Electric, 3947 Knollridge Dr El Dorado Hills CA 95762	(916)939-2755 (916)939-2758 Email integrityelectric@comcast.net		WC	fax response
PCI ELECTRIC, INCDBA Ray Alvarado	Rayco Electric Inc, 3144 Fitzgerald Rd RANCHO CORDOVA CA 95742	(916)858-8000 (916)858-8008 Email elvis@raycoelectric.com		WC	NOT BIDDING

\*See ethnicity key at end of report for definitions of codes

Vendor Name and Contact	Address	Phone	Fax	Ethnicity*	Notes
RHINO ELECTRIC Marcos Cardenas	5550 Wardell Way SACRAMENTO CA 95823	(916)613-9285 Email marcoscardenas@att.net	(916)428-3130	MH	Maybe
ROCKYS FAMILY ELECTRICAL Antonio Ramirez	3121 Hempstead Rd SACRAMENTO CA 95864	(916)570-3273 Email rockysfamily.cc@gmail.com		MH	L/M / maybe 7-16
TEEPLE ENTERPRISES INC Christina Teeple	4021 69th Street SACRAMENTO CA 95820	(915)455-2507 Email teeplesenterprises@yahoo.com		WA	NO ANSWER
THOMAS ELECTRIC Bobby Lee	2783 Caminito Ave Yuba City CA 95991	(530)673-1220 Email lee4thomaselectric@msn.com		MA	NO ANSWER
WALLACE ELECTRIC Melvin O. Wallace	7792 Megan Ann Way Antelope CA 95843	(916)337-0845 Email wallacemelvin99@yahoo.com		MB	NOT BIDDING
YOUNGBLOOD ELECTRIC COMPANY Eric Youngblood	113 Otto Cir Ste E Sacramento CA 95822	(916)774-9233 Email eric@ybelectric.biz		MB	LM
<b>C-12 Earthwork &amp; Paving</b>					
BIONDI PAVING INC Steve Biondi	8150 37th Ave Sacramento CA 95824-2306	(916)383-5982 Email sbiondi@biondipaving.com	(916)383-3077	MH	BIDDING as GC.
G & S PAVING Jerry R Stanley	13 Gold Run Ct OAKLEY 94561-5828	(925)679-1940 Email gnspace@pacbell.net	(925)625-8072	MH	NOT BIDDING
M & M ELECTRIC Audrey Daugherty	1600 Auburn Blvd Sacramento CA 95815-1906	(916)929-0150 Email alynn@sacmmelectric.com	(916)929-1188	WC	Audrey and Steve will provide BID. 7/9
R M L PAVING Rodolfo Martinez	7431 Peacock Way Sacramento CA 95820	(916)215-2070 Email rmlpaving@sbcglobal.net	(916)381-1054	MH	L/M
<b>C-27 Landscaping</b>					
AARON'S LANDSCAPE MANAGEMENT SERVICE Michael A. Fries	PO Box 293206 SACRAMENTO CA 95829	(916)683-4658 Email aaronfries@yahoo.com	(916)683-4658	MH	N/A
AP LAND DEVELOPMENTS Mauricio Acosta	8920 Sunset Ave Ste E FAIR OAKS CA 95628	(916)357-5263 Email macosta@goapland.com	(916)869-7530	MH	YES
BIG GREEN LANDSCAPING Susan Goodwin-Ulrich	3941 Park Dr Ste 20-117 EL DORADO HILLS CA 95762	(530)350-7584 Email susan@biggreenlandscape.com		WC	NOT BIDDING
CLIFF SCAPES Clifton Bynum	6828 Sprig Drive SACRAMENTO CA 95842	(916)370-0165 Email cliff-heather@comcast.net		MB	maybe
DNP CONSTRUCTION LANDSCAPING Dave Davis	137 Pinedale Ave SACRAMENTO CA 95838	(916)813-3127 Email dnpcomm@aol.com	(916)470-7848	MB	NO
DURAN LANDSCAPING Victor Duran	5056 No Name Rd LOOMIS CA 95650	(916)479-8190 Email victorduranlandscape@yahoo.com	(916)776-4911	WC	L/M
EMERALD SITE SERVICES Kaycie Edwards	9883 Kent St ELK GROVE CA 95624	(916)366-6364 Email kaycie@emeraldss.com	(916)366-6225	MB	maybe
EXCEL LANDSCAPE Raymond Williams	9624 Kiefer Blvd SACRAMENTO CA 95827	(530)795-0236 Email excellandscape@hotmail.com	(530)795-1647	MB	NO
JFD ENTERPRISES Jules Darney	PO Box 1594 Davis CA 95617	(530)795-0236 Email julesdarney@aol.com		MB	

Vendor Name and Contact	Address	Phone	Fax	Ethnicity*	Notes
KIMS PROFESSIONAL LANDSCAPING	2511 Connie Dr Sacramento CA 95815	(916)929-3132 Email kimsprolandscaping@sbcglobal.net	(916)929-3133	WA	NO ANSWER
Kim Creadon	2659 La Via Wy SACRAMENTO CA 95825	(916)483-7750 Email lblandscap@yahoo.com	(916)320-8433	MH	LJM
L B LANDSCAPE	Luis SACRAMENTO CA 95823	(916)812-3655 Email palomareslawns@yahoo.com	(916)340-5076	MH	NOT BIDDING
PALOMARES LAWN/LANDSCAPING SERVICES	4735 Valley Hi Dr Sacramento CA 95823	(916)294-0555 Email villasenosr1@aol.com	(916)294-0511	WH	MAYBE
Carlos Palomares	4418 DURER PRKWY SACRAMENTO CA 95823	(916)973-8016 Email michaelisaenz08@att.net	(916)973-8019	MH	YES
ROSE LANDSCAPE	Rosie Villaseñor, Owner 12167 Folsom Blvd Ste D Rancho Cordova CA 95742	(916)627-5310 Email sac@serveallcontracting.com	(916)670-7485	MH	NO
SAENZ LANDSCAPE CONSTRUCTION	Michael Saenz 3323 Watt Avenue #308 SACRAMENTO CA 95821	(916)821-6523 Email karenloredo@yahoo.com	(916)344-2101	WH	NO
SERVE ALL CONTRACTING INC	Mauricio Pasos PO Box 33 ELK GROVE CA 95759	(916)886-6136 Email amainc@sbcglobal.net	(916)685-7829	WB	NO
TOLEDO LANDSCAPE INC	Karen Toledo 6736 San Joaquin St SACRAMENTO CA 95820	(916)344-2101		MA	YES
TOP CAT CLEANING	Gillean L Vera 4255 Palm Ave Sacramento CA 95842				
YAMANAKA LANDSCAPE AMA MOUNTY INC	Tosh Yamanaka, President - AMA Mounty, Inc. 9182 Survey Road ELK GROVE CA 95624				NOT BIDDING
<b>C-32 Parking &amp; Hwy Improvement</b>					
NORTH WEST SURFACING	Monty R. Stanley				
<b>Trucking Services</b>					
ALL AMERICAN RENTALS INC	8136 Enterprise Dr NEWARK CA 94560	(510)713-7368 Email mikec@allamericanrentals.com	(510)713-1681	WH	N/A
Mike Carter	dba Dillard Environmental Services, PO Box 579	(925)634-6850 Email patricia@dillardenv.com	(925)634-0874	WO	ROUND BID RATE SHEET (HIGH)
DILLARD TRUCKING INC	Byron 94514	(866)302-6644		WB	DATE SHEET N/A
Paty Dillard	PO Box 162292 SACRAMENTO CA 95816	(707)545-8010 Email sales@designmattress.com	(707)579-8379	MH	NO
GM ENTERPRISES	Troy Gallineau 3200 Dutton Ave #312 SANTA ROSA CA 95407				
NCS - RED & WHITE MOVING	Lauren Winter-Meadows				

**Vendor Name and Contact**

**Address**

**Phone**

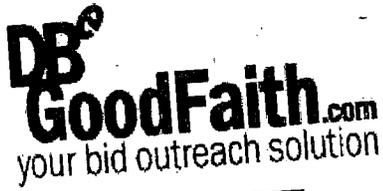
**Fax**

**Ethnicity\***

**Notes**

**Ethnicity Key**

- MA - Male Asian
- MB - Male Black
- MC - Male Caucasian
- MH - Male Hispanic
- MIN - Male Native American
- MO - Male Other
- WA - Women Asian
- WB - Women Black
- WC - Women Caucasian
- WH - Women Hispanic
- WN - Women Native American
- WO - Women Other



# Advertisement Documentation

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## Minority Focus & Trade Advertisements

### Focus Ad

#### Estimator

**Project Coordinator**  
Jason Edwards

#### Contact Details

3941 Park Dr.  
El Dorado Hills, California  
95762  
Tel: 916-792-7645  
Fax: 916-293-9497

## Cazadores Construction Inc.

is Seeking Qualified **UDBE,WBE,MBE**

#### Project Name

McClellan Heights-Pinell Street Frontage Improvements.

#### Awarding Agency

City of Sacramento

#### Project Location

Sacramento, Sacramento, California

#### Bid Date & Time

07/11/2012 at 02:00 P.M

#### Bid/Contract #

T15016002

#### Project Details

Project includes asphalt grinding, roadway excavation, storm drain utilities, concrete flatwork, asphalt paving, landscaping, striping and electrical

We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.

### Trade Journal Ad

**Cazadores Construction Inc. is Seeking UDBE,WBE,MBE Qualified**

**Bid Due Date 07/11/2012 at 02:00 P.M**

**Bid No T15016002**

**Contact Estimator :**

Project Name	McClellan Heights-Pinell Street Frontage Improvements Sacramento
Project City/County	California
Project State	Project includes asphalt grinding, roadway excavation, storm drain utilities, concrete flatwork, asphalt paving, landscaping, striping and electrical
Project Details	

Contact Details	Jason Edwards 3941 Park Dr. El Dorado Hills, California 95762 <b>T- 916-792-7645</b> <b>F- 916-293-9497</b>
-----------------	---

We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.

**Download Ads**

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AcrobatReader must be installed in your computer to view a PDF file. If you do not have the software, click the icon to right to download free copy.

**NOTE:** If you are unable to open these documents, a pop-up blocker may be preventing the browser from opening the file. To bypass the pop-up blocker, hold down the CTRL key while clicking the download button.



M/WBE Outreach Contact Log		Date Notified		Bid				M/WBE Rejected	If Rejected Give Reason, i.e. Non-response, etc.	Efforts to Remedy Deficiency in Sub-Bid (Assistance in referring for bonding or insurance for increasing work force, etc.)
				How Notified* (Direct mail, phone, etc)	Yes	No	Amount			
<u>M/WBE Subcontractors and Materials/Suppliers Contacted:</u> (Include Name of Business, Address, Phone, Name of Contact Person) *Include Services or Materials/Supplies Description (if accepted)		7-9-11	PHONE	✓		DATE SHEET	✓			
USA TRUCKING 5186 GOODWIN L. FAIRFIELD CA 94533		7-9-11	PHONE		✓	DATE SHEET				Never Received Bid
MIM ELECTRIC 1606 MURKIN BLVD. SACRAMENTO, CA 95815		7-9-11	PHONE	✓		DATE SHEET				
BLUE JAY TRUCKING P.O. Box 292188 SACRAMENTO, CA 95829		7-9-11	PHONE	✓		DATE SHEET				NOT LOW BIDDER

M/WBE OUTREACH CONTACT LOG

BIDDERS/OFFEROR'S SIGNATURE:

\* Attach copies of all solicitations made via direct mail and/or advertisement and responses received. (Submit with bid/offeror)



**SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY**

**Contractor Reporting for Construction Projects**

Project Name McClellan Heights - Pinell Street Drainage Improvements  
 Project Number T15016002 Project Dollar Amount 1,039,773<sup>50</sup>

The following information is being collected for reporting purposes to HUD. Please read the descriptions below and indicate the appropriate categories for you and any sub-contractors.

M/WBE DESIGNATION CODES			
MA	Male Asian	WA	Women Asian
MB	Male Black	WB	Women Black
MH	Male Hispanic	WH	Women Hispanic
MN	Male Native American	WN	Women Native American
MO	Male Other (including Caucasian)	WO	Women Other (including Caucasian)

BUSINESS SIZE		
<b>Small Business (SB)</b>	<b>Very Small Business (VSB)</b>	<b>N/A</b>
A business with 50 or fewer employees, and average annual gross receipts of \$5 million or less over the previous three tax years; or a manufacturer with 50 or fewer employees	A business with 25 or fewer employees, and average annual gross receipts of \$2.5 million or less over the previous three tax years; or a manufacturer with 25 or fewer employees	All other businesses

**SECTION 3 BUSINESS**  
 51% or more owned by Section 3 residents or employs Section 3 residents for at least 30% of its full-time, permanent staff; or provides evidence of a commitment to subcontract to Section 3 business concerns by awarding 25% or more of the dollar amount of awarded contracts to businesses that meet either of the above qualifications.

Prime Contractor CAZADORES CONSTRUCTION INC.  
 Address 3941 PARK DR STE 20-404  
 City, State, Zip EL DORADO HILLS, CA 95762  
 Contract Amount 1,039,773.50 M/WBE Designation Code MO  
 DUNS No. 044684005 Tax ID # 32-0318492  
 Business Size VSB Section 3 Business (circle one) Yes No

Sub Contractor ASPEN LANDSCAPING  
 Address 8727 BUNTING CT.  
 City, State, Zip ORANGEVALE, CA 95662  
 Trade LANDSCAPING Tax ID # \_\_\_\_\_  
 Contract Amount 68,299.00 M/WBE Designation Code MO  
 Business Size VSB Section 3 Business (circle one) Yes No

(Please complete other side)

Initial JB

Sacramento Housing and Redevelopment Agency  
Contractor Reporting for Construction Projects

Sub Contractor CHRISP COMPANY  
 Address 1805 E. BEAVER ST.  
 City, State, Zip WOODLAND, CA 95776  
 Trade STRIPING Tax ID # \_\_\_\_\_  
 Contract Amount 25,635<sup>00</sup> MWBE Designation Code MO  
 Business Size N/A Section 3 Business (circle one) Yes  No

Sub Contractor ANRAX CORPORATION  
 Address 5820 MAYHEW RD.  
 City, State, Zip SACRAMENTO, CA 95827  
 Trade Asphalt Grubbing Tax ID # \_\_\_\_\_  
 Contract Amount \$12,000 (Approx) MWBE Designation Code MO  
 Business Size N/A Section 3 Business (circle one) Yes  No

Sub Contractor Delta Construction  
 Address P.O. Box 277517  
 City, State, Zip SACRAMENTO, CA 95827  
 Trade Asphalt Paving Tax ID # \_\_\_\_\_  
 Contract Amount 203,765 MWBE Designation Code MO  
 Business Size N/A Section 3 Business (circle one) Yes  No

Sub Contractor Pacific Excavation  
 Address 9796 KENT ST.  
 City, State, Zip EIK GROVE, CA 95624  
 Trade ELECTRICAL Tax ID # \_\_\_\_\_  
 Contract Amount 86,953<sup>00</sup> MWBE Designation Code MO  
 Business Size N/A Section 3 Business (circle one) Yes  No

Please use additional sheets if necessary

I certify that all the information provided above is true and accurate.  
Initial at bottom of first page and print and sign name below.

JASON EDWARDS  
Name (printed)

[Signature]  
Signature

7-11-12  
Date

# QUESTIONNAIRE

(Submit with the bid/offer.)

1. Probable Subcontracting Trades involved in this Contract:  
Paving, Striping, Fencing, Landscaping, Street Light

2. List trades to be performed by Prime:  
Grading, Utilities, Concrete

3. State how the work was divided into economically feasible units to facilitate using MBE's and WBE's:  
By B.O. Items.

A. Was the work divided into all the individual subtrades? / If not, then why?  
YES.

B. Was the work divided into separate material and services? / If so, then list them:  
NO.

4. What information about the work items was provided to M/WBEs? e.g. copies of plans, specifications, subcontracting requirements, etc. (Provide copies of correspondence or description of information sent to MBEs/WBEs.)  
NO.

**QUESTIONNAIRE**

5. What assistance was requested and received from M/WBE referral agencies? e.g. community organizations, M/WBE contractor groups, public agencies, etc. (Provide the names and dates of all referral agencies contacted.)

N/A

6. What assistance was offered or provided to M/WBEs? e.g. meeting insurance and bonding requirements, obtaining lines of credit, becoming recognized as an M/WBE, opportunity to review plans and specifications, etc.

I offered plans and specs to M/WBE's willing to bid the project.

7. State anything else that you would like to add in support of your demonstration to meet the minimum requirements of your good faith effort. List any problems encountered in soliciting subcontracting opportunities.

We left messages (phone) for M/WBE's soliciting bids and did not receive return phone calls, as the business was no longer operating.

**AFFIDAVIT**

The undersigned hereby declares under penalty of perjury under the Laws of the State of California that the foregoing statements on this questionnaire are true and correct.

I acknowledge that any misrepresentation of a material fact in said statements may be grounds for initiating action under Federal or State laws and for rejecting the bid/offer.

Bidder's/Offeror's  
Signature:

*[Handwritten Signature]*

Date:

7-10-12

County  
Signed

Where

El Dorado

3941 Park Dr. Ste 20-404  
El Dorado Hills, CA 95762

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

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

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

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
  - (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
  - (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
    - (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
    - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

form HUD-4010 (08/2009)  
ref. Handbook 1344.1

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs f through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration, . . . makes, utters or publishes any statement knowing the same to be false, . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

# NEW HIRE QUESTIONNAIRE (2012)

Contractor/firm: CAZADORES CURS Project Name: McClendon Heights Powell St. Number: T15076002

**Note to employer:** Use this form as part of your new hire process. You may send this form to Compliance Services by mail or fax. It is due one week after hire.

## Questionnaire

Your employer is required to furnish the following information in complying with the terms of the contract for this project. All information you provide will be **confidential** and will be used to prepare statistical reports. Your responses will not affect your employment situation. Please complete all requested information and return this form to your employer.

### 1. New Hire

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Job Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Gender: \_\_\_\_\_ Male \_\_\_\_\_ Female  
 Ethnic Code: \_\_\_\_\_ (1 = White, Caucasian; 2 = Black, African American; 3 = Native American; 4 = Hispanic  
 5 = Asian, Pacific Islander; 0 = Other)

**2. Income before taking this job.** We need to know the economic impact this job has on the community. Please review the chart below, match your household size (include yourself) with the **maximum** household income; then, place a checkmark next to the category type (A, B or C) that applies to your household.

		Category A							
		Household Size							
		1	2	3	4	5	6	7	8
Maximum income		\$26,650	\$30,450	\$34,250	\$38,050	\$41,100	\$44,150	\$47,200	\$50,250
		Category B							
		Household Size							
		1	2	3	4	5	6	7	8
At least		\$26,650	\$30,450	\$34,250	\$38,050	\$41,100	\$44,150	\$47,200	\$50,250
But no more than		\$42,650	\$48,750	\$54,850	\$60,900	\$66,800	\$70,650	\$75,550	\$80,400

Category C = exceeds the maximum of Category B

For example, suppose your household size is 3 and the total annual household income was \$34,500.00. From the charts above, the income was above the maximum for type A for a family of 3 (\$34,250.00) but less than maximum for B (\$54,850.00) for a family of 3. You would checkmark B.

Mark one category: A \_\_\_\_\_; B \_\_\_\_\_; C \_\_\_\_\_

**3. Job Source:** how did you find about this job?

Referred by: \_\_\_\_\_; Recruited by: \_\_\_\_\_

Other: \_\_\_\_\_

### 4. Statement

I declare that the above is true and correct to the best of my knowledge.

Your signature: \_\_\_\_\_ Date: \_\_\_\_\_

Feel free to contact us should you have any questions. Thank you.  
 Sacramento Housing and Redevelopment Agency - Labor Compliance  
 801 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
 Sacramento CA 95814  
 (916) 440-1378; (916) 442-6736



# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

### SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**WWW.WAGEHOUR.DOL.GOV**





# NOTICE

(SECTION 3 - NOTICE-POSTER)

The contractor and subcontractor(s), if any, are committed to making employment and business opportunities available to residents and businesses in this community. This construction project may provide such opportunities.

If you have the skills and are interested in a construction or construction-related job or are in a business in which the contractor may be interested in, please contact:

contractor (business card/label)

or

Compliance Officer,

Name: \_\_\_\_\_

Number: \_\_\_\_\_

The contractor is an equal opportunity employer.

The above statement is a solicitation for interest in employment and contracting opportunities. It is not intended as a job or contracting offer.

This notice complies with the Section 3 Policy and 24 CFR 135.38 (c).      seb/section 3/poster.2000

# 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 contracts 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 of 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

## **NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

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.

"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."

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS  
ORDINANCE

DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance

CAZADDRES CONSTRUCTION INC.  
Name of Contractor  
3941 PARK DR. STE. 20-404 EL DONALDO HILLS, CA 95762  
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:

## NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS 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).

## NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS 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.

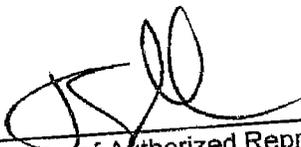
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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 and the 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.

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS  
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

July 18, 2012  
\_\_\_\_\_  
Date

Jason Edwards  
\_\_\_\_\_  
Print Name

PRESIDENT  
\_\_\_\_\_  
Title

# NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



## 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,

## NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

### 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 24<sup>th</sup> 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

# NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



## YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

### You May . . .

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Contract Services Unit  
5730 24<sup>th</sup> St, Bldg 1  
Sacramento, CA 95822

- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

### Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

### You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

## 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.

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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 10-31-2012 953796

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

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

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire  
Page 3 of 6

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes

No

**OR**

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

**NOTE:** Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as:  $(N/EH) \times 200,000$ , where

**N** = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)  
**EH** = total hours worked by all employees during the calendar year  
**200,000** = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes

No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

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

Yes

No

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**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

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

**VERIFICATION AND SIGNATURE**

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at El Dorado Hills (Location), on July 18, 2012 (Date).

Signature: [Handwritten Signature]

Print name: JASON EDWARDS

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.

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Low

# LANDSCAPING BID

## ASPEN LANDSCAPING INC

8727 Bunting Ct. Orangevale, CA 95662 Phone 916 988-8745 fax 916 988-8763  
Lic. No. 417274 Email: aspenol@sbcglobal.net

DATE: Jul 10, 2012

FOR: All Prime Contractors

JOB: McClellan Heights- Pinell St. Frontage Imp.

### INCLUSIONS:

Complete irrigation systems and landscaping per landscape plans and specs by J. Nittka, DOT, L.A dated 5-24-12 including addendum # 1 -4, sheets L-1 through L-6  
Includes finish grade, import topsoil, and soil prep, irrigation systems, controller and enclosure, 24" box trees, walk on bark mulch, 180 day maintenance period.  
See attached line item proposal sheet.  
All work per Davis-Bacon prevailing wage rates. Fed I.D. # 68-0043380  
See attached, 2 sheets with line item prices.

**Total Bid : \$68,299.00**

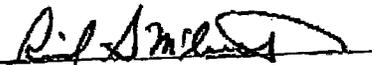
### EXCLUSIONS:

Rough grading, SWPP requirements. Fees and permits. Traffic control. Cut, removal, and patch of hardscape where required for irrigation crossings. Water tap and meter. Tree or bush removal. Utility markings if on private property.

### Line Items for Lump Sum prices

- Item 45 Soil prep and fine grading, 6,530 sq. ft @ .45/sq. ft = \$2,938.00
- Item 47 Irrigation system to install
  - Remote control valve 5 @ \$500.00 ea. = \$ 2,500.00
  - Tree spray heads 144 @ \$ 24.00 ea. = \$ 3,456.00
  - 3/4" lateral line 2,962' @ \$ 1.50/ ft. = \$ 1,975.00
  - Irrigation mainline 1,560' @ \$ 3.00/ ft. = \$ 4,680.00
  - Irrigation Schedule 1 @ \$ 300.00 = \$ 300.00
  - Irrigation Audit 1 @ \$ 400.00 = \$ 400.00
  - Soil Management Rpt 1 @ \$ 400.00 = \$ 400.00
- Item 49 Irrigation Controller and Enclosure
  - Controller 1 @ \$1,000.00 = \$ 1,000.00
  - Enclosure 1 @ \$2,000.00 = \$ 2,000.00
- Item 52 Plant Establishment Maintenance 6 mo. @ \$ 300.00 = \$ 1,800.00

Authorized  
Signature



Richard S. McGrath

mobile # 916 214-8123

From:

## SCHEDULE OF VALUES ( COST BREAKDOWN )

JOB NAME: MCCLELLAN HEIGHTS - PINELL STREET FRONTAGE IMPROVEMENTS (PN: T15016002)

## BI #65 STREET LIGHT INSTALLATION

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
TYPE A FOUNDATION	14	\$1,250.00	EA	\$17,500.00
TYPE "A" STREET LIGHT	14	\$1,525.00	EA	\$21,350.00
MODIFY EXISTING SERVICE PEDESTAL	1	\$1,634.00	EA	\$1,634.00
UNDERGROUND CONDUIT SYSTEM INSTALLATION	2220	\$12.00	LF	\$26,640.00
PVC 1-1/2"	730	\$1.30	LF	\$949.00
PVC 2"	1500	\$1.50	LF	\$2,250.00
#5 PULLBOX	12	\$440.00	EA	\$5,280.00
#10 THW SIGNAL WIRE	2460	\$1.00	LF	\$2,460.00
#6 THW SIGNAL WIRE	6350	\$1.40	LF	\$8,890.00
BI #65 AMOUNT				\$86,953.00

## **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.**





**FOLLOWING FORMS TO BE FILLED OUT**

**AND SIGNED**

**ONLY**

**IF AWARDED CONTRACT**

**AGREEMENT**  
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification \_\_\_\_\_, 20\_\_\_\_, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Cazadores Construction, 1516 Southridge Ct. El Dorado Hills, CA 95762 ("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:

McClellan Heights – Pinell Street Frontage Improvements  
(PN: T15016002)

including the Work called for in the following alternative bid items described in the Proposal Form:

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

(A) For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and

(B) For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

(A) On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

(B) No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

(C) Contractor shall not be paid for any defective or improper Work.

(D) The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

(E) The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.

#### 7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

#### 8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before \_\_\_\_\_ 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 \_\_\_\_\_ 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-erectments, 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 8-21-12

BY JASON EDWARDS  
CAZADOLE'S CONSTRUCTION INC.

Print Name [Signature]

Title PRESIDENT

BY \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Federal ID# 32-0318492

State ID# 1008504

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

**CITY OF SACRAMENTO**  
a municipal corporation

DATE \_\_\_\_\_

BY \_\_\_\_\_

For: \_\_\_\_\_  
City Manager

Original Approved As To Form:

[Signature]  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk

**CITY OF SACRAMENTO  
PAYMENT BOND**

Department of Public Works  
Page 1 of 1

Bond No.: 105805695  
Premium: INCLUDED IN PERFORMANCE  
BOND:

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Cazadores Construction, 1516 Southridge Ct. El Dorado Hills, CA 95762 hereinafter called Contractor, a contract for construction of: McCLELLAN HEIGHTS - PINELL STREET FRONTAGE IMPROVEMENTS (PN: T15016002) Field (Project Name)(PN: Field Project Number)

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 and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of the California Civil Code (commencing with Civil Code Section 9550), Contractor is required to furnish a good and sufficient payment bond to secure payment of the claims to which reference is made in Civil Code Section 9554.

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety): TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, 3636 AMERICAN RIVER DRIVE #200, SACRAMENTO, CA 95864 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 persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of ONE MILLION THIRTY NINE THOUSAND SEVEN HUNDRED SEVENTY THREE DOLLARS FIFTY CENTS DOLLARS (\$1,039,773.50), f, 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 or the Employment Development Department 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 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, State agencies and other entities entitled to assert a claim against payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to the contractor 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 specifications accompanying the same shall in any way affect the 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 AUGUST 20, 2012.

CAZADORES CONSTRUCTION INC.  
By [Signature] (Contractor) (Seal)  
Title PRESIDENT

ORIGINAL APPROVED AS TO FORM:

[Signature]  
City Attorney

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Surety) (Seal)  
By [Signature]  
Title John Weber, Attorney-In-Fact

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SACRAMENTO

On AUGUST 20, 2012 before me, M. McLaughlin - Notary Public  
(Here insert name and title of the officer)

personally appeared John Weber

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. McLaughlin  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_

(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_

(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Certificate No. 004889869

Attorney-In Fact No. 225162

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Wisconsin, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Iowa, and that the Companies do hereby make, constitute and appoint

Carol Dunn, Paul F. Bystrowski, Randall L. Jorgensen, Joseph H. Weber, Mary E. A. McLaughlin, John E. Murphy, Sandi Pullen, and John Weber

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

Handwritten signature of George W. Thompson

On this the 1st day of June, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Handwritten signature of Marie C. Tetreault
Marie C. Tetreault, Notary Public

**CITY OF SACRAMENTO  
PERFORMANCE BOND**

Department of Public Works  
Page 1 of 1

Bond No.: 105805695  
Premium: \$20,597.00

**WHEREAS**, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded Cazadores Construction, 1516 Southridge Ct. El Dorado Hills, CA 95762:

as principal, hereinafter called Contractor, a contract for construction of: McCLELLAN HEIGHTS--PINELL STREET FRONTAGE IMPROVEMENTS (PN:T15016002) 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):* TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA 3636 AMERICAN RIVER DRIVE #200, SACRAMENTO, CA 95864

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: ONE MILLION THIRTY NINE THOUSAND SEVEN HUNDRED SEVENTY THREE DOLLARS FIFTY CENTS DOLLARS (\$1,039,773.50), 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 AUGUST 20, 2012.  
CAZADORES CONSTRUCTION, INC.

By [Signature] (Contractor) (Seal)  
Title PRESIDENT

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
By [Signature] (Surety) (Seal)  
Title John Weber, Attorney-In-Fact

ORIGINAL APPROVED AS TO FORM:  
[Signature]  
City Attorney

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SACRAMENTO

On AUGUST 20, 2012 before me, M. McLaughlin - Notary Public,  
(Here insert name and title of the officer)

personally appeared John Weber,

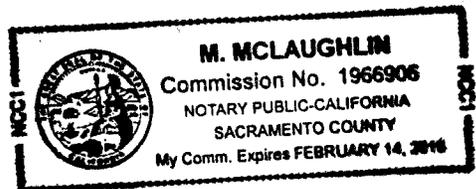
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. McLaughlin  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225162

Certificate No. 004889868

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol Dunn, Paul F. Bystrowski, Randall L. Jorgensen, Joseph H. Weber, Mary E. A. McLaughlin, John E. Murphy, Sandi Pullen, and John Weber

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 1st day of June, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

# Company Profile

## TRAVELERS CASUALTY AND SURETY COMPANY

ONE TOWER SQUARE  
HARTFORD, CT 06183

### Former Names for Company

Old Name: AETNA CASUALTY AND SURETY COMPANY (THE)  
Old Name: FARMINGTON VALLEY INSURANCE COMPANY

Effective Date: 07-01-1997  
Effective Date: 12-30-1964

### Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE,  
SUITE 150N SACRAMENTO, CA 95833-3505  
Unable to Locate the Agent for Service of Process?

### Reference Information

NAIC #:	19038
NAIC Group #:	<u>3548</u>
California Company ID #:	1790-5
Date authorized in California:	December 29, 1964
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

### 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.

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY

Company Profile

MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

---

## **Company Complaint Information**

[Company Enforcement Action Documents](#)  
[Company Performance & Comparison Data](#)  
[Composite Complaint Studies](#)

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## **Want More?**

[Help Me Find a Company Representative in My Area](#)

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Last Revised - June 05, 2012 12:07 PM  
Copyright © California Department of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

John O. Bronson Co. / #0425149  
3636 American River Drive Suite 200  
Sacramento, CA 95864  
916-974-7800

CONTACT NAME: Michelle Robinson  
PHONE (A/C, No. Ext): (916)480-4158  
E-MAIL: mrobinson@johnobronson.com  
ADDRESS: mrobinson@johnobronson.com  
FAX (A/C, No): (916)480-4158

**INSURER(S) AFFORDING COVERAGE**

INSURER A:	INSURER B:	INSURER C:	INSURER D:	INSURER E:	INSURER F:	NAIC #
Colony Insurance Company (RT Specialty - San Franci						

**INSURED** Cazadores Construction, Inc.  
3941 Park Drive #20-404  
El Dorado Hills, CA 95762

**REVISION NUMBER:**

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		GL952258	03-01-2012	03-01-2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X				MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per person)	\$
	UMBRELLA LIAB					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> EXCESS LIAB					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED					EACH OCCURRENCE	\$
	RETENTION \$					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					WC STATUTORY LIMITS	
	If yes, describe under DESCRIPTION OF OPERATIONS below					OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Project: McClellan Heights - Pinell Street Frontage Improvements (PN: T15016002)

Add'l Interests: The City of Sacramento, its officials, employees an volunteers

Forms: UCG156P 0310, U462 0310, UCG2503 0310

**CERTIFICATE HOLDER**

City of Sacramento  
Dept of Transportation  
915 I Street #2000  
Sacramento, CA 95814

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Paul F. Byrnes*

Named Insured: Cazadores Construction, Inc.  
 Policy Number: GL952258

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED –  
 OWNERS, LESSEES OR CONTRACTORS –  
 SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Name of Additional Insured Person(s) or Organization(s) (Additional Insured):	Location(s) of Covered Operations:
ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED	AS DESIGNATED IN WRITTEN CONTRACT WITH THE NAMED INSURED

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

**Additional Insured Contractual Liability**

"Bodily injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

**Finished Operations at Work**

"Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

**Negligence of Additional Insured**

"Bodily injury" or "property damage" arising directly or indirectly out of the negligence of the additional insured(s).

- C. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended and the following added:

The insurance afforded by this Coverage Part for the additional insured shown in the Schedule is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Named Insured: Cazadores Construction, Inc.  
Policy Number: GL952258

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT – RESTRICTED FORM**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Designated Construction Projects:  
ALL CONSTRUCTION PROJECTS DURING THE POLICY TERM SUBJECT TO THE LIMIT BELOW

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C MEDICAL PAYMENTS**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **SECTION I – COVERAGE C MEDICAL PAYMENTS** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages or under **SECTION I – COVERAGE C MEDICAL EXPENSES** shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damages to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
  5. The most we will pay for the sum of all Designated Construction Project General Aggregate Limits combined and to which this insurance applies is \$3,000,000.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and caused by accidents under **SECTION I - COVERAGE C MEDICAL PAYMENTS**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages or under **SECTION I - COVERAGE C MEDICAL PAYMENTS** shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability resulting from the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION – COMPLETED OPERATIONS & ONGOING  
OPERATIONS AS SCHEDULED**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Operations
ALL PERSONS OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED	AS DESIGNATED IN WRITTEN CONTRACT WITH THE NAMED INSURED

A. Section II – Who Is An Insured is amended to include the person(s) or organization(s) shown in the Schedule (called additional insured), but only with respect to:

- (1) Liability for "bodily injury" or "property damage" caused, in whole or in part, resulting from "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard" when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional insured on your policy.
- (2) Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by resulting from:
  - (a) Your acts or omissions; or
  - (b) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. Section IV – Commercial General Liability Conditions, 4. Other Insurance is amended and the following added:

If you are required by written contract to provide primary insurance, the insurance afforded by this Coverage Part for the additional insured shown in the Schedule is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Named Insured: **Cazadores Construction, Inc.**

Policy Number: GL952258

U462-0310

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P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-20-2012

GROUP: 000713  
POLICY NUMBER: 0035082-2011  
CERTIFICATE ID: 19  
CERTIFICATE EXPIRES: 08-29-2012  
03-01-2012/08-29-2012

CITY OF SACRAMENTO  
DEPT OF TRANSPORTATION  
915 I ST STE 2000  
SACRAMENTO CA 95814-2616

NF

JOB: MCCLELLAN HEIGHTS - PINELL STREET FRONTA  
IMPROVEMENTS (PN:T15016002)

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period that will expire or did expire as indicated above.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - JIM FOSTER, VP T - EXCLUDED.

ENDORSEMENT #1600 - JASON EDWARDS, PRES S - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 06-14-2012 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2012-08-20 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:  
CITY OF SACRAMENTO

EMPLOYER

CAZADORES CONST. INC.  
3941 PARK DR STE 20-404  
EL DORADO HILLS CA 95762

NF



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/20/2012

**PRODUCER**  
STATE FARM INSURANCE, DAN NORMOYLE  
1835 IRON POINT ROAD, SUITE 100  
FOLSOM CA 95630

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURER	NAIC #
INSURER A: State Farm Mutual Auto Insurance Company 25178	25151
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**INSURED**  
Jason Edwards  
Cazadores Construction Inc.  
1516 SOUTHRIDGE CT  
EL DORADO HLS CA 95762-7240

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PRIMARY GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
A	x	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	184 9222-D09-55A	04/09/2012	10/09/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				
		<b>OTHER</b> Liability Umbrella	55-D7-6890-1 G	12/12/2011	12/12/2012	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
(PN: T15016002)  
strike "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."  
written notification of cancellation shall be no less than 30 days

### CERTIFICATE HOLDER

City of Sacramento  
Department of Transportation  
Engineering Services Division  
915 I Street, Room 2000  
Sacramento, CA 95814  
Attn.: Jose R. Ledesma

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
Dan Normoyle

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Cazadores Construction Inc.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <b>C.....</b> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>3941 Park Dr. Suite 20-404</b>	Requester's name and address (optional)
City, state, and ZIP code <b>El Dorado hills, Ca 95762</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number
<b>32                      0318492</b>

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**WORKER'S COMPENSATION CERTIFICATION**  
**McClellan Heights – Pinell Street Frontage Improvements**  
**(PN: T15016002)**

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.

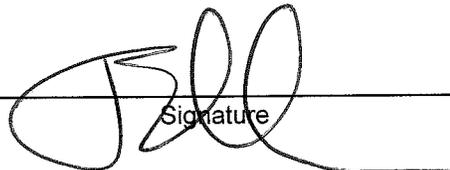
To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

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: 8-21-12

Contractor CAZADORIS CONSTRUCTION

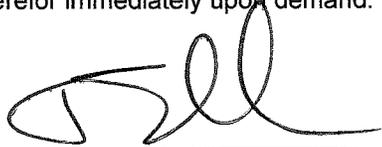
By  Signature

**GUARANTEE**

We hereby guarantee McClellan Heights – Pinell Street Frontage Improvements (PN: T15016002) project to the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefor immediately upon demand.

Dated: 8-21-12

Signed: 

JASON EDWARDS  
Printed Name

CAZADORES CONSTRUCTION  
Company

3941 PARK DR - STE 20-404  
Address

El Dorado Hills, CA 95762

## 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 all 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](mailto:C&D@cityofsacramento.org)

# 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

Form submitted by: \_\_\_\_\_

Please attach a business card, or put your name with a phone number and/or an email address.

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, if applicable, 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:

Job Address: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_

Engineering Estimate: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### B. Briefly describe the project:

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

### C. Materials Required to be Recycled

50% of all debris must be recycled if generated during the course of your project. You can either source-separate them, which may be hauled by anyone, or mix them in one container and send the mixed C&D debris load to a Certified Mixed C&D Sorting Facility. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see the Definitions section, on the next page, for more information.

**50%**  
of all debris  
must be recycled

### D. Material Management

1. How will C&D debris will be stored on the project site: \_\_\_\_\_ Mixed C&D \_\_\_\_\_ Source-Separated
2. Company to haul away debris: \_\_\_\_\_
3. Facilities to receive debris: \_\_\_\_\_

# C&D Debris Waste Management Plan

C&D Debris Waste Management Plan  
City of Sacramento Solid Waste Services  
2812 Meadowview Road, Building 1  
Sacramento, CA 95832  
Phone: (916) 808-4839 / Fax: (916) 808-4999  
C&D@cityofsacramento.org

## E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at <http://www.cityofsacramento.org/utilities/>.

1. **Self-haul or self-hauling:** This is when the general contractor or a subcontractor who is doing work on the project hauls their own waste materials for recycling or disposal. Note that a jobsite cleanup crew is not doing other work on the project and is not self-hauling. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler:** Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.
3. **Source separation:** This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.
4. **Mixed C&D debris:** This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility:** See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

## F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- **ALL Clean Wood Waste** (unpainted, untreated lumber, plywood and OSB), **Inert Materials** (concrete, asphalt paving, brick, block, and dirt), **Wooden Pallets**, **Scrap Metal**, and **Corrugated Cardboard** must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.

# C&D Debris Haulers & Facilities

C&D Debris Waste Management Plan  
City of Sacramento Solid Waste Services  
2812 Meadowview Road, Building 1  
Sacramento, CA 95832  
Phone: (916) 808-4833 / Fax: (916) 808-4999  
C&D@cityofsacramento.org

## Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
Florin-Perkins Public Disposal	(916) 443-5120
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.







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.
-------------------------	--

V4 - 7/5/11

SCHEDULE OF VALUES



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

PROJECT NAME:  
CITY PROJECT NUMBER:  
CONTRACTOR: (As per City Agreement)  
REMITTANCE ADDRESS:

PHONE NUMBER: ( )  
INVOICE NUMBER:

Remit To:  
Department of Transportation  
Engineering Services Division  
915 "I" Street, Room 2000  
Sacramento, CA 95814

McClellan Heights - Pinell Street Frontage Improvements  
T15016002

Payment No. \_\_\_\_\_  
Work Performed Thru \_\_\_\_\_  
Days Expended on Contract \_\_\_\_\_

T15016002-

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	Preconstruction Photographs	1	LS										
2	Clearing and Grubbing	1	LS										
3	Potholing by Excavation	30	CY										
4	Roadway Excavation and Grading (F)	3,400	CY										
5	Unsuitable Material to Remove and Replace	100	TN										
6	Geo Grid Material to Place	150	SY										
7	Aggregate Base Class 2 to Place	2,000	TN										
8	Pavement Keycutting	4,250	LF										
9	Paved Pavement Conforms	850	SY										
10	Planned Pavement Overlay to Place	1,350	TN										
11	Asphalt Concrete Overlay to Place	650	TN										
12	Asphalt Concrete (1/2") Pavement to Place	21,500	SF										
13	3-1/2" Portland Cement Concrete Sidewalk to Construct	3,800	LF										
14	Curb and Gutter Type 2 to Construct	180	LF										
15	Curb Type 3 to Construct	200	LF										
16	Reinforced Curb and Gutter to Construct	800	SF										
17	3-1/2" Portland Cement Concrete Residential Driveway to Construct	350	SF										
18	6" Portland Cement Concrete Commercial Driveway to Construct	320	SF										
19	Portland Cement Concrete Residential Driveway Conform to Construct	1,200	SF										
20	Asphalt Concrete Driveway Conform to Construct	250	SF										
21	Gravel Driveway Conform to Construct	2	EA										
22	Unpaved Dome on Existing Ramp (36" x 48")	10	EA										
23	Unpaved Dome on New Ramp (36" depth) Transition	10	EA										
24	Unpaved Dome on New Curb Ramp (36" x 48")	4	EA										
25	Asphalt Concrete Undulation to Remove	6	EA										
26	Asphalt Concrete Speed Lump to Construct	6	EA										

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
Sidewalk Barricade to Place	2	EA									2.00	
Maintenance Hole No. 3 to Construct	2	EA									2.00	
Maintenance Hole to Adjust to Grade	16	EA									16.00	
Water Meter/Valve Box to Adjust to Grade	22	EA									22.00	
Water Meter/Valve Box to Relocate	3	EA									3.00	
Water Meter/Valve Box to Relocate	2	EA									2.00	
Clean-out Box to Adjust to Grade	6	EA									6.00	
Mail Box to Relocate	3	EA									3.00	
Wrought Iron Gate to Reset	4	EA									4.00	
Chain Link Gate to Reset	620	LF									620.00	
Chain Link Fence to Reset	2	EA									2.00	
Chain Link Gate to Install	200	LF									200.00	
Chain Link Fence to Install	8	EA									8.00	
Catch Basin and Drain Inlet to Remove and Replace	11	EA									11.00	
Type "B" Drain Inlet to Place	280	LF									280.00	
12' Diameter Drain Lead to Place	9	EA									9.00	
Pipe Ends to Plug	2	EA									2.00	
Tree to Remove	1	LS									1.00	
Bush to Remove	9,200	SF									9,200.00	
Import Top Soil To Place	1	LS									1.00	
Soil Preparation and Fine Grading	1	EA									1.00	
Backflow Preventer and Enclosure - 1" to Place	1	LS									1.00	
Irrigation System to Install	1	EA									1.00	
1-Inch Water Tap and Meter	1	LS									72.00	
Irrigation Controller and Enclosure	72	EA									150.00	
24-inch Box Tree to Plant	150	CY									1.00	
Bark Mulch to Place	1	LS									18.00	
Plant Establishment (180 Days)	18	EA									4.00	
Traffic Sign to Place	4	EA									10.00	
New Post to Install	10	EA									12.00	
Sign to Remove	12	EA									2.00	
Sign to Relocate	2	EA									5,650.00	
Hydrant to Relocate	5,650	LF										
Thermoplastic traffic Striping (4") to Place												





DEPARTMENT OF  
TRANSPORTATION

ENGINEERING SERVICES  
DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

915 I St, RM 2000  
SACRAMENTO, CA  
95814-2702

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

### NOTICE TO PROCEED

DATE

ABC Construction  
Attn: John Construction  
123 ABC Street  
Sacramento, CA 95814

**RE: PROJECT NAME (PN: )**

Notice is hereby given you are authorized to commence work on the above referenced project on \_\_\_\_\_. You are legally required to begin work within fifteen (15) working days of this date. The entire work on the project must be completed within \_\_\_\_\_ ( ) **working days** from the date of this notice. Forty eight (48) hours prior to starting work, please notify the Project Manager \_\_\_\_\_, 808-\_\_\_\_\_. Please address all correspondence to:

Engineering Services Division  
915 I Street, Room 2000  
Sacramento, CA 95814  
(916) 808-8300/ (916) \_\_\_\_\_  
(916) 808-7903 FAX  
Attn: \_\_\_\_\_

Please reference City Project No. \_\_\_\_\_ in all billing and correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the "Partnering Concept" of open communication and cooperative construction. In that spirit, please do not hesitate to contact us via phone at (916) 808-8195 or FAX at (916) 808-8281 if we can be of any assistance.

Respectfully,

Receipt Acknowledged, \_\_\_\_\_

\_\_\_\_\_  
Jose R. Ledesma  
Contract Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

cc:

Tim Mar  
Risk Management  
Shareen Kidd  
Project File

\_\_\_\_\_  
Title

# **SPECIAL PROVISIONS**

**SPECIAL PROVISIONS  
FOR  
McCLELLAN HEIGHTS – PINELL STREEET FRONTAGE IMPROVEMENTS  
PROJECT  
FROM BELL AVENUE TO NORTH AVENUE  
(PN: T15016002)**

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**SPECIAL PROVISIONS  
FOR  
McCLELLAN HEIGHTS – PINELL STREET FRONTAGE IMPROVEMENTS  
PROJECT  
FROM BELL AVENUE TO NORTH AVENUE  
(PN: T15016002)**

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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 **Ricky Chuck, Department of Transportation, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-5050, FAX (916) 808-7903.**

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.

### **1.5 REVIEW OF CONTRACTOR'S INFORMATION**

Where specified in these Special Provisions, the Contractor shall prepare or secure, and submit for review, six (6) copies of any plan, calculation, drawing, or information regarding materials and equipment.

Within 15 working days after receipt of the submittal, the Engineer will return 2 marked copies indicating one (1) of the following four (4) actions:

1. If review and checking indicates no exceptions, copies will be returned marked "NO EXCEPTIONS TAKEN" and work may begin immediately upon incorporating the material and equipment covered by the submittal into the work.
2. If review and checking indicates limited corrections are required, copies will be returned marked "MAKE CORRECTIONS NOTED." Work may begin immediately on incorporating into the work the material and equipment covered by the corrected submittal.
3. If review and checking indicates insufficient or incorrect data has been submitted, copies will be returned marked "REVISE AND RESUBMIT." No work may begin on incorporating the material and equipment covered by this submittal into the work until the submittal is revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
4. If review and checking indicates the material and equipment submittal is unacceptable, copies will be returned and marked "REJECTED." No work may begin on incorporating the material and equipment covered by this submittal into the work until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

### **1.6 PROJECT SCHEDULE**

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

## **1.9 STORAGE OF MATERIALS AND EQUIPMENT**

Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the work. Equipment and materials shall be located so as to facilitate inspection. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the City. **The Contractor must obtain written permission for storing material and equipment on private property. A copy of the written permission shall be given to the Engineer prior to start of any work.**

The Contractor shall submit a plan to the Engineer for approval prior to commencing work, which shows where materials and equipment will be stored within the public right-of-way during work and non-work hours. The plan shall provide for access to driveways and minimize impacts to residents and the general public and shall be approved by the Engineer prior to commencing work.

## **1.10 WATER QUALITY CONTROL**

Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications.

These requirements consist of regulations contained in the National Pollution Discharge Elimination System (NPDES) Storm Water General Permit issued to the City. The Contractor shall comply with the requirements and conditions of the General Permit during construction.

### **1. Dust Control**

The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust without causing sediment, debris or litter to enter the City storm drain system.

### **2. Erosion, Sediment, and Pollution Control**

The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.

The Contractor shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs) when and where applicable (also see attached details):

- a. Filter Bags in and Gravel bags around any storm drain inlets, which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drain inlet protection BMPs can be used with approval of the Engineer.

other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. **The Contractor will not be allowed to begin work until an accepted ESC Plan is on file with the Engineer.** The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Engineer.

#### 4. Enforcement

Per City Code Sections 15.88, 13.16 and 1.28, the Contractor shall be subject to Notices of Violation (NOVs) resulting in possible Stop Work Orders and Administrative Penalties of up to \$4,999 per day for non-compliance of this section of the Special Provisions.

Per the State's Porter Cologne Water Quality Act, the Contractor shall also be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the authority to issue Notices of Violation (NOVs) and Penalties of up to \$10,000 per day for non-compliance. The Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

Any fines, including third-party claims, levied against the Agency as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

No compensation will be paid to the Contractor for water quality control. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

#### 5. Housekeeping Practices

The Contractor shall implement housekeeping practices during the construction of this project. The Contractor is required to implement, at a minimum, the following housekeeping practices: solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

**Solid Waste Management:** Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.

**Material Storage and Delivery Area:** Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be fenced or otherwise protected such that runoff will not be allowed to leave the MSDA site. The

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.

c. City of Sacramento Building Code and the Uniform Building Code, 1988 edition.

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.

#### **1.14 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED DURING CONSTRUCTION**

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 Engineer. The City may 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).

#### **1.15 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.

5. PG&E

PG&E enforces a stand-by requirement when excavation occurs within the vicinity of a 2" gas main. Contractor must contact PG&E at (916) 386-5153 a minimum of 48 hours in advance of beginning any work to coordinate the stand-by personnel.

Contractor shall notify Debbie Mierke with PG&E at (916) 386-5437 no later than 48 hours in advance of digging within three (3) feet of the gas mains. All the excavations within 36" of the gas mains must be dug with hand tools. Locations of these gas mains shown on the Plans are informative only.

6. SMUD

There are power poles and overhead transmission facilities that needed to be relocated. The Contractor shall coordinate with Barbara Mitobe at (916) 732-6736, 72 hours in advance for arranging of relocation.

7. Comcast Cable

There are power poles and overhead transmission facilities that needed to be relocated. Contractor shall contact Comcast, Steve Abelia at (916) 830-6911 or Kip Miller twenty-four hours (24) before work is to begin in an area where fiber optic cables are located.

8. Quest Communications and AT&T (Pacific Bell)

There are power poles and overhead transmission facilities that needed to be relocated. The Contractor shall coordinate with Astrid Willard at (916) 453-6136, 213-8736 and Shirley Clark at (530) 621-6974, or (530) 409-0167, 72 hours in advance for arranging of relocation.

Quest Communications has a fiber optic cable in an underground AT&T conduit system along North Avenue. The Contractor shall contact Brett Hankins with Quest at (916) 788-1041 and Astrid Willard with AT&T at (916) 453-6136, forty-eight hours (48) before work is to begin in an area where the underground facilities are located. Contractor shall contact Astrid Willard at (916) 453-6136 and Shirley Clark at (530) 621-6974, (530) 409-0167 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.

9. MCI

MCI has facilities that may cause a conflict. The Contractor shall contact Mike Chin at (408) 533-6179 and John Bachelder at (972) 729-6016, forty-eight hours (48) before work is to begin.

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.

### **1.17 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE**

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

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.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as to abutting property owners.

Driveway access shall remain open at all times unless approved by the Engineer. If a property has more than one driveway, then the Contractor shall contact the property owner to coordinate a schedule for driveway closures.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably 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.

Water or dust palliative shall be applied as required or as directed by the Engineer for the alleviation and prevention of dust nuisance. This requirement shall apply for the full duration of the contract and is not limited to working days.

operational at any time, the Contractor could be assessed an administrative penalty of \$1,000 per 15-minutes for violations of the conditions and requirements of the approved traffic control plan.

5. 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.
6. Safe access for pedestrian shall be maintained at all times. Where there are no existing sidewalks, the contractor shall limit construction to one block on one side of street at a time. Detouring of pedestrian traffic may be permitted by advanced staging and shall be approved as part of traffic handling/staging plans.
7. The Contractor shall maintain existing electrical facilities and traffic and public safety in accordance with Section 34-5 and 34-7 of the Standard Specifications and these Special Provisions.
8. Commercial driveways shall remain open at all times. The Contractor shall schedule the commercial driveways to be poured in two phases. The Contractor shall coordinate the driveway closure with property owners 5 calendar days in advance of construction.
9. 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.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in handling of traffic, 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.

### **1.18 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 notification shall reach property owners within two hundred (200) yards of the construction limit of 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

temporary end caps necessary for maintaining existing water systems and service and include such costs in whatever bid item deemed appropriate.

The Contractor, at his/her option, may elect to cut existing water service laterals or tunnel beneath them. All water service laterals cut by trench excavation or other construction activities shall become the responsibility of the Contractor to repair. Maximum time of interruption of water service to any residence or business shall be four (4) hours.

Should the Contractor choose to cut existing water service laterals rather than tunnel beneath them, the Contractor shall notify the Engineer at least three (3) working days in advance to allow City crews to give residences and businesses twenty-four (24) hour notice of interruption in water service.

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

No compensation will be paid to the Contractor for the repair by City crews of any water service laterals accidentally or purposely cut by the Contractor. All work performed by City crews to cut and repair existing water service laterals at the request of the Contractor shall be at the Contractor's expense.

### **1.22 WORK PERFORMED BY CITY CREWS**

The Contractor is advised that the City retains the option of performing with City crews, all or a portion of any work involved in relocating, repairing, or otherwise restoring existing sewer, water, and drainage systems and services to developed properties within the limits of the project that may be in conflict with the proposed project improvements. Any such work performed by City forces will be at the discretion and convenience of the City and shall be at the Contractor's expense.

Should the Contractor desire City forces to cut and repair existing water, sewer, or drain services, the Contractor shall contact the Engineer at least three (3) working days in advance to schedule and coordinate the work.

### **1.23 REMOVAL OF ON-STREET PARKING**

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 (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.

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

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

Swareflex Pavement Marker (Models 3553, 3554, Cat Eyes Nos. 3002 and 3004), manufactured by Swareco and distributed by Servtech Plastics Inc., 1711 South California Street, Monrovia, CA 91016, phone (818) 359-9248.

Stimsonite Construction Zone Marker (Model 66) manufactured by Amerace Corporation, Signal Products Division, 7542 North Natchez Avenue, Niles, IL 60648, phone (312) 647-7717.

Flex-O-Lite Raised Construction Marker (RCM) manufactured by Flex-O-Lite, Lukens Company, P.O. Box 4366, St. Louis, MO 63123 0166, phone (800) 325-9525.

3M Scotch-Lane A200 Pavement Marking System (reflective raised pavement marker on reflective traffic line tape), manufactured by 3M Company, Highway Safety Products, 1010 Hurley Way, Suite 300, Sacramento, CA 95825, phone (916) 924-9605.

MV Plastics Chip Seal Marker (1280/1281 Series with Reflexite Polycarbonate, PC 1000, reflector unit), manufactured by MV Plastics, Inc., 533 W. Collines Avenue, Orange, CA 92667, phone (714) 532-1522.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions. Temporary reflective raised pavement markers shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used.

Temporary pavement markers shall be placed immediately after or just before resurfacing operations on all existing striped streets that are open to public traffic prior to final striping. For all stop lines, limit lines, undulations and crosswalks, markers shall be placed every 3 feet along the width of the roadway. For all lane line delineation, including centerline, lane lines and bike and parking lanes on a street where the speed limit is 40 MPH or more, temporary pavement markers shall be placed a maximum of 48 feet apart. Where speeds are less than 40 MPH, markers shall be placed a maximum of 24 feet apart. The Contractor shall be responsible for maintaining the temporary pavement markers until final striping is in place. Temporary pavement markers that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his/her expense.

Barricades shall be placed at each end of each undulation or speed hump facing traffic with an advance speed hump warning sign until final striping is placed.

### **1.29 MAINTAINING EXISTING SANITARY SEWER SYSTEMS AND SERVICES**

The Contractor shall be responsible for maintaining the flows in any existing sanitary sewer systems within the limits of the project until any new improvements to be constructed by the project are completed in-place and functioning.

Existing sewer services which are not in conflict with the proposed improvements may not be cut to facilitate the Contractor's work. Where sewer services are encountered during the construction of the planned improvements they shall be exposed by hand excavation and protected from damage.

No additional compensation will be paid to the Contractor for maintenance and protection of existing sanitary sewer systems or sewer service. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

### **1.30 MAINTAINING EXISTING DRAINAGE SYSTEMS**

The Contractor shall be responsible for maintaining existing drainage systems within the limits of the project until any new improvements to be constructed by the project are completed in-place and functioning. Any work performed by City crews to repair and maintain existing drainage systems shall be at the Contractor's expense.

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

### **1.31 TEMPORARY DIVERSION/BYPASS OF EXISTING SEWER, WATER, OR DRAINAGE FLOWS**

Should it become necessary for the Contractor to temporarily divert, bypass, or impound flows carried by existing water, sewer, or drainage systems through or around the construction operations within the limits of this project, the Contractor shall prepare a plan of such diversion, bypass, or impoundment and submit the plan to the Engineer for approval.

The diversion, bypass, or impound of flows plan shall be sufficiently detailed to illustrate the concept proposed. The plan shall also provide information on the quantity of flow to be conveyed by the diversion or bypass system or the volume to be impounded. The plan shall also indicate the number, size, and material type(s) of any pipes, the size and configuration of any channel, and the size and configuration of any impoundment basin to be used.

The plan for temporary diversion or bypassing of existing water, sewer, or drainage flows shall be submitted to the Engineer a minimum of ten (10) working days prior to the start of work on any temporary system. The Contractor shall not begin work on temporary diversion, bypass, or impoundment system until an approved plan is on file with the Engineer.

No additional compensation will be paid to the Contractor for temporary diversion, bypassing, or impoundment of existing water, sewer, or drainage flows. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

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.

All root cutting shall be clean cuts, meaning that no tears appear in the roots.

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.

5. 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.

6. 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 with a branch bark ridge flush cut, 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 flush cuts on dead limbs shall include the removal of any cambium collar which has built up at the junction of the limb and the tree. Dead limbs larger than three-fourth 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 repair of the wound and trimming of end growth for weight reduction.

7. Shrubs shall be trimmed as directed by the Engineer and shall conform with tree trimming specifications.

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

- If, during construction grading, 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 the root shall not be cut unless the arborist approves. Roots approved by the arborist to be severed during the course of project construction shall be neatly 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 Arborists, Western Chapter) shall be consulted prior to the cutting or removal of any limb. Limbs approved by the arborist to be severed 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. 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.

### **1.36 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.

### **1.37 PROTECTION OF SURVEY MONUMENTS**

Contractor is responsible for verifying that the arrangements have been made for preserving and/or perpetuating all permanent survey monuments that will be affected by the work. Contractor is responsible for preserving all permanent survey monuments which are not proposed to be disturbed.

## 2 LANDSCAPE PROVISIONS WHICH APPLY TO LANDSCAPE AND WATER ITEMS

### 2.1 SCOPE OF LANDSCAPE WORK

The landscape work to be performed under these Special Provisions consists of installation of a new irrigation system by furnishing and placing irrigation valves, lateral lines for an irrigation system including fittings and other appurtenances, inspection and testing of new backflow preventers, clearing & grubbing all existing & new planters along with excavation to the required depth and furnishing and placing 24-inch box trees and furnishing and placing bark mulch and soil preparation as indicated on the plans and as described in these Special Provisions.

The Contractor shall provide all labor, materials, tools, and equipment to complete in place all work necessary to furnish, install, connection to the new irrigation system, make a new connection to the City water main as shown, appurtenances, bark mulch, soil preparation, planting, as shown in the plans and as specified in these Special Provisions. The work shall be so performed that upon contract completion the project shall be ready for use as described in these Special Provisions.

### 2.2 AUTOMATIC IRRIGATION SYSTEM COST BREAK-DOWN

All contractors shall furnish with the bid package **a cost break-down for Automatic Irrigation System of work described in these Special Provisions. 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 automatic irrigation system shall be equal to the contact lump sum price bid for each item of work. The unit price is the material and installed cost, including overhead, profit, equipment 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 used in the cost break-down submitted. No adjustment in compensation will be made in the contract lump sum prices paid for the automatic irrigation system work 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 or items of automatic irrigation system 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 or decreases in the quantity of a contract item of work

To achieve standardization of appearance, maintenance, and replacement, like items of materials provided under these Special Provisions shall be the end product of one manufacturer.

The Contractor's shop drawings and submittals shall include, but not be limited to, the following:

1. Water Distribution Pipe
2. Ball Valves and Fittings
3. Backflow and Enclosures
4. Tree Bubblers
5. Remote Control Valves
6. Irrigation Controller and Enclosures
7. Irrigation Equipment

## 2.5 TRADE NAMES AND ALTERNATIVES

In accordance with Paragraph 5-14 of the Standard Specifications of the City of Sacramento, certain articles or materials to be incorporated in the work may be designated, for convenience, under a trade name or the name of a manufacturer and his catalogue information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the Engineer. The Contractor shall, within ten (10) calendar days after the award of the contract, submit for the review of the Engineer, materials, products, equipment and services which differ in any respect from the materials, products, equipment and services specified. Such submittals shall be accompanied by data to substantiate that such items are equal to those specified. The Engineer shall be the sole judge as to the quality and suitability of substitutions and his/her decision is final. Requests for substitutions will not be entertained or considered by the Engineer during the bidding period. No delay or extension of the contract time will be allowed because of the time required for submitting substitutions or for determining their equality. Failure to propose the substitution of any article or service within fifteen (15) days after the execution of the contract will be deemed sufficient cause for the denial of request for substitution.

After an approval for a substitution is given, the Contractor shall be responsible for any variation of dimensions, locations, connections, sizes and openings, type and construction of substrate or support to receive materials, etc. The Contractor shall furnish and install any and all additional materials as may be required to perform a complete job without additional cost to the City.

Request for approval shall, in addition to following the directions described above, list any and all deviations in the quality, criteria, characteristics or dimensions from the specified item or items. Any deviations in the quality, criteria, characteristics or dimensions that do not appear in the request for approval and subsequently appear in the shop drawings or in the product or installation, may cause the Contractor to be directed to remove the item or items in total and at his expense, and to provide and install the item or items as originally specified. The mere mention in the request for approval that the item or items will be in accord with the manufacturer's specification or catalog will not be sufficient to alter the specifications unless approval is given to requests, which specifically

### 3 ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

#### 3.1 SCOPE OF ELECTRICAL WORK

The electrical work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material to install a streetlight system as indicated on the Plan sheets and these Special Provisions.

#### 3.2 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 (#1#, 6, etc.), quantity (LF), and unit price (\$/LF).

*Pull Box* – list type (#5, #6, etc), quantity, and unit price (\$/EA).

*Lockable pull box lid* – list type (#5, #6), quantity, and unit price (\$/EA).

*Streetlight Standards with Foundation* – list each standard (mast arm, etc),

### 3.5 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 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

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.

**3.7 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:

<u>Lamp Wattage</u> (Watts)	<u>Rated Voltage</u> <u>Design Center (Nominal volts)</u>	<u>Voltage Range</u> <u>Initial</u>
100	55	45-62

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.

**3.8 INSPECTION**

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

**3.9 LIGHTING STANDARDS**

Lighting standards and foundations shall be in accordance with the latest edition of the State Standard Plans and Specifications for a Type-15 standard.

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 photoelectric cell. All conduits and wires shall be furnished and installed by the Contractor.

The unmetered 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. The Contractor shall connect the luminaires to the circuits designated on the Plans.

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

1. One two-pole, 120-volt alternating current main breaker with 100-ampere trip and a rating of 10,000 amperes 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. 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.

- 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.
- h. A crushed rock foundation shall be installed prior to placing the pull box. The crushed rock foundation shall have a minimum of 12" in depth and continue to extend a minimum of 6" beyond the outside edge of the pull box. Crushed rock foundation shall be compacted. Compact crushed rock while maintaining integrity of conduit. Conduit shall not be damaged nor cracked. Then, install pull box on top of crushed rock foundation. Adjust pull box to grade. Conduit and pull boxes shall not be damaged or cracked.

All No. 5 and No. 6 Pull Boxes shall have steel security lids with locking key bolt.

- a. Pull Box Lid shall be manufactured by LockLid Secure Utility Enclosure Lids or approved equal. (#5 PB - Locklid 1324 Lid LL K-S TrxPlt Sac Glv; #6 PB - LockLid 1730 Lid LL K-SD TrxPlt Sac Glv)
- b. Lid shall be 1/4" thick galvanized steel.
- c. Lid shall be manufactured with slip resistant surface.
- d. Lid shall be non-traffic rated, unless otherwise specified.
- e. Lock shall be recessed in lid. 1 inch diameter circle. Lock shall be a Secure Keyed Bryce Fastener, or approved equal.

## 4 ITEMS OF THE 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 AND GRUBBING

Clearing and grubbing shall conform to Section 12 and 13 of the Standard Specifications and these Special Provisions. This item shall include removal of paddles and other obstructions, improvements, and facilities lying within the limits of the right of way, as shown on the plans and as directed by the Engineer. 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 EXCAVATION

Potholing shall consist of excavating 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

This item shall include removal of existing curb and planter in front of properties, under driveway pipes as shown on the plans, and storm water services found inside the existing ditches that cause obstruction to construction.

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.

The Contractor shall exercise extreme care to avoid damaging the curb and gutter lips, sidewalks, and planting areas during excavation operations. Gutter lips damaged by the Contractor which are spalled in excess of one inch (1") deep by five inches (5") long will be repaired at the Engineer's direction. The cost of repairs to damaged curb and gutter shall be considered as included in this item, and no separate payment shall be made therefore.

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 NO. 5 - 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 14-8 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 10-8 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.

### **ITEM NO. 8 - PAVEMENT KEYCUTTING**

Pavement keycutting shall be done at the locations indicated on the Plans and in conformance with applicable requirements of Sections 22 and 38 of the Standard Specifications and these Special Provisions and as directed by the Engineer. Rubber-tired grinding machines will only be allowed with the Engineers permission and with the understanding that any damage done by the grinding machine to the existing asphalt pavement shall be repaired by the Contractor at his expense. Asphaltic concrete removal shall be to a minimum depth of one and a half inch (1 ½") adjacent to the lip and shall be tapered to the existing pavement grade over a distance of eight feet (8') minimum, from the gutter lip.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in pavement keycutting as specified in these Special Provisions and as directed by the Engineer.

### **ITEM NO. 9 - PLANED PAVEMENT CONFORMS**

Planed pavement conforms shall be constructed at the locations indicated on the plans and in conformance with applicable requirements of Sections 22 and 38 (Detail T-130) of the Standard Specifications and these Special Provisions and as directed by the Engineer.

Planed pavement conforms shall also be constructed at freeway entrance and exit ramps and at right and left long-radius turn lanes which diverge from, or converge onto, the street to be resurfaced. These conforms shall span the full width of the ramp or turn lane for a distance of eighteen feet (18') and shall be constructed where directed by the Engineer.

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

### **ITEM NO. 10 - ASPHALT CONCRETE OVERLAY TO PLACE**

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

1. The Contractor shall use a thirty foot (30') leveling ski on the free floating edge of the paving machine unless otherwise approved.
2. Paving work shall be continuous non-stop operation with delivery trucks arriving in a uniform manner.
3. The Contractor shall submit to the Engineer a written construction plan to be used for every street segment throughout the project. This plan shall include: sweeping and cleaning equipment, paving equipment and speed; breakdown and finish roller type; roller speed and

specified. At gutter lips the finished grade of asphaltic concrete shall be slightly higher than the top of the lip but shall not exceed a maximum height of 1/2 "above the lip.

13. Asphaltic concrete surfacing shall be Type A, 1/2" maximum, coarse conforming to Section 39 of the State Standard Specifications. Asphalt binder to be mixed with the aggregate shall be steam-refined paving asphalt, paving grade PG 64-16. At least ten (10) days prior to the start of placement of asphalt concrete, the Contractor shall provide a job-mix formula showing conformance to the specifications. This submittal shall provide all laboratory test results for each binder content required to produce the job-mix formula. The Contractor shall designate the "target asphalt content" for each mix submitted.

14. Placement of asphaltic concrete shall not occur until the Contractor has received approval of the job-mix formula submitted in accordance with Section 22-1 of the Standard Specifications, and these Special Provisions.

15. The Contractor shall remove all existing pavement markers (reflective and non-reflective), and thermoplastic (and preformed plastic) traffic stripes and markings that are within the limits of resurfacing, including solid and broken long-line stripes, stop lines, crosswalk lines, crossbars, and word and symbol markings, prior to beginning paving operations on a particular street. **Removal of pavement markers and traffic stripes and markings in all streets requiring pavement planing, pavement keycutting and planed pavement conforms shall be performed by a method approved by the Engineer, and will not be paid separately but will be considered as included in the prices paid per ton of asphalt concrete.**

16. Where directed by the Engineer, suitable feathered connections to existing pavement shall be made using a No. 4 maximum grading aggregate or a 3/8" maximum grading aggregate, in conformance with State Specifications, Section 39.

17. Transverse paving joints shall be checked with a twelve-foot straight edge. When a twelve foot straight edge is placed across the transverse joint and parallel to the street centerline, the transition between finished surface and existing pavement shall not vary more than one-quarter inch (1/4") from the bottom of the straight edge.

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

Any variations exceeding these limits or the tolerance requirements of Section 22-8 of the Standard Specifications, shall be corrected by a method approved by the Engineer. Heating of the asphalt directly with an open flame or blowtorch and re-raking will not be permitted. The Contractor shall

23. Contractor shall place asphalt such that its finished surface is  $\frac{1}{4}$  to  $\frac{1}{2}$  inches above the gutter lip.

24. Pavement surface shall be deemed unacceptable should the surface hold water, the pavement ravels, an uneven gradation of mix be visible, cracking occurs, or roller creases are present during rolling. Pavement shall be removed by surface planing (a minimum depth of one and one-half inches ( $1\frac{1}{2}$ "") when using one-half inch ( $\frac{1}{2}$ "") mix, and two inches (2"") inches when using three-quarter inch mix), and repaved to the satisfaction of the Engineer. Areas to be removed and replaced will be determined by the Engineer. Should a significant amount of surface be deemed unacceptable, the entire travel lane shall be resurfaced. A series of spot patches will not be accepted. The mix design used during resurfacing shall be the same as the adjacent pavement.

25. Pursuant to Section 5-14 of these Specifications, the Engineer will have the right and authority, but shall not be obligated, to retain imperfect work instead of requiring the imperfect work to be removed and reconstructed. Patch paving of imperfect work will not be allowed, and the amount of the deduction shall be based on full travel lane widths from beginning to end of the work limits or two nearest intersections as determined by the Engineer.

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

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

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

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

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

Sidewalk transitions to walkway shall be included in this bid item. Existing walkway shall be sawcut at the locations marked by the Engineer in the field

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. 13 - 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 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 black 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. 14 - 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.

The quantity of curb type 3 contained in the bid proposal has been specified for the purpose of establishing a reasonable unit price for this item. The exact quantity and location of curb type 3 shall be determined in the field. 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.

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

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 3-1/2" PCC driveway as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 17 - 6" PORTLAND CEMENT 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 and 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.

Sidewalk transitions to driveway shall be included in this bid item.

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 6" PCC driveway as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 18 - PORTLAND CEMENT CONCRETE RESIDENTIAL DRIVEWAY CONFORM TO CONSTRUCT**

Portland cement concrete (PCC) driveway conforms shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to Sections 10, 17, 19 and 38 (DWG.T-21 or T-22) of the Standard Specifications. Sawcutting, excavation and removal of existing material to allow construction of the PCC driveway conform shall not be paid as part of this item and shall be paid for under bid item "Roadway Excavation and Grading". Placement of aggregate base (AB) shall not be paid as part of this item and shall be paid for under bid item "Aggregate Base Class 2 to Place". The driveway conform shall be 3.5" thick PCC placed on 6" thick Class 2 AB.

The proposed driveway conform shall match existing surrounding concrete color by adding one pound of lamp back per cubic yard of concrete.

**ITEM NO. 21 - TRUNCATED DOME ON EXISTING RAMP (36" X 48")**

On an existing compliant ramp 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.

Truncated domes shall be Armor Tile, ADA Solutions or approved equal as manufactured by Engineered Plastics Inc., Product #ADA-S-3648-YW, Surface Applied, 36" x 48", Color Yellow.

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 truncated domes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 22 - TRUNCATED DOME ON NEW RAMP (36" DEPTH) TRANSITION**

Cast in place truncated domes shall be installed at ramp transition to sidewalk for driveway 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. The width of the truncated domes should be the same as the width of the sidewalk varies from 4'-3" to 6' at different locations for driveway transition as shown on the Plans or as directed by the Engineer.

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. 23 - TRUNCATED DOME ON NEW CURB RAMP (36" X 48")**

Cast in place truncated domes shall be installed on new curb ramp as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 38 (DWG.T-

spillage of grindings into drain inlets. Any such spillage shall be promptly removed. All vegetation shall be removed from the gutter lip and other street areas to be resurfaced.

The grindings shall become the property of the Contractor and disposed of off-site.

The Contractor shall obtain a hydrant permit from the City of Sacramento Department of Utilities for all equipment used requiring water from a fire hydrant.

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

#### **ITEM NO. 25 - ASPHALT CONCRETE SPEED LUMP TO CONSTRUCT**

This item shall consist of placing asphaltic concrete speed lumps and striping on the speed lumps at such places as designated herein, or by the Engineer, in accordance with these Special Provisions and as shown on the plans. Striping on the speed lumps is included in this item of work.

Construction of asphaltic concrete speed lumps shall be Type A,  $\frac{1}{2}$ " fine aggregate conforming to Section 22 of the Standard Specifications except that asphalt concrete shall be placed only when the ambient air temperature is  $60^{\circ}$  F and rising. The tack coat shall be applied at the rate of 0.05 to 0.15 gallons per square yard prior to paving operations.

**As directed by the Engineer, suitable feathered connections to existing pavement shall be made.**

The Engineer will not accept any speed lump that is less than three and one quarter inches ( $3 \frac{1}{4}$ ") in height or exceeds a maximum three and three quarter inches ( $3 \frac{3}{4}$ ") in height or that is not of the shape shown on the plans.

The Contractor shall construct speed lumps across the entire width of street from lip of gutter to lip of gutter.

The Contractor shall construct speed lumps at the locations as shown on the plans and described in these Special Provisions. The exact location of each speed lump indicated on the map will be marked on the pavement by the Traffic Engineering staff. **Speed Lump design varies depending upon the street width. It shall be the Contractor's responsibility to construct the appropriate speed lumps in conformity to the street widths design on the appropriate street.**

**The Contractor shall contact the Engineer for coordination a minimum of three (3) working days prior to the construction of speed lumps.**

Speed lumps shall be measured by each location as shown on the plans. The gaps in speed lumps are included in the speed lump. No additional compensation will be provided for street widths that vary slightly from the plans.

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 and reconstructing maintenance hole head to eccentric cone to locations as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 29 - WATER METER/VALVE BOX TO ADJUST TO GRADE**

Water valves boxes shall be adjusted to grade and shall conform to applicable requirements of Sections 10, 27 and 38 of the Standard Specifications and these Special Provisions. Adjusting water meter boxes to grade shall be included in this item of work.

Included in this item is furnishing and placing new utility boxes and steel standpipes (risers) and liners as required, and adjusting the utility boxes to grade. The Contractor shall ensure that water valve box covers are not covered with asphaltic coatings during paving operations. Standpipes shall be left clean and free of paving materials and debris. The valve-operating nut shall be left fully exposed after all paving operations have been completed.

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 water valve boxes and water meter boxes to grade, as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 30 - WATER METER/VALVE BOX TO RELOCATE**

Water meter boxes and valves boxes shall be relocated as shown on the Plans and shall conform to applicable requirements of Sections 10, 27 and 38 of the Standard Specifications.

Included in this item is furnishing and placing new water valve/meter, valve/meter boxes and steel standpipes (risers) and liners as required, and adjusting the valve/meter boxes to grade. The Contractor shall ensure that water valve box covers are not covered with asphaltic coatings during paving operations. Standpipes shall be left clean and free of paving materials and debris. The valve-operating nut shall be left fully exposed after all paving operations have been completed.

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 relocating valve boxes and water meter boxes to grade, complete in place, as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 31 - CLEAN-OUT BOX TO ADJUST TO GRADE**

Existing clean-out box shall be adjusted to grade as shown on the Plans and shall conform to applicable requirements of Sections 26 and 38 of the Standard Specifications and these Special Provisions.

The exact number and location of existing clean-out boxes adjusted to grade shall be determined in the field. Should there be any variance in quantity, of any magnitude, between the number of services shown on the Engineer's estimate to be replaced, and the actual number needing replacement, the unit price bid per clean-out box shall not change.

**ITEM NO. 34 - CHAIN LINK GATE TO RESET**

Contractor shall remove and reset the existing gates at locations as shown on the Plans, as directed by the Engineer, in accordance with Section 13 of the Standard Specifications and these Special Provisions.

The Contractor, where possible, shall use existing gate material from the respective property in the resetting of chain link gates. The gate may need modifications to conform to the new grades of the proposed driveway. The cost for any modifications including adjustment of the motor, operating belt, the concrete flat area for the gate wheels, welding new wheels or any other modifications to make the gate work properly shall be included in this item. Contractor shall replace any gate material damaged with new material of equal quality or better.

Where chain link gates are removed for resetting, the Contractor has the option of relocating the gate during the construction of the driveway or using a temporary gate to protect the existing property at all times. Payment for temporary gates for driveways and walkways shall be included in the cost of this item.

The Engineer shall determine the numbers of gates to be reset in the field. Measurement for payment shall be based upon the actual numbers of gates reset. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

The Contractor shall coordinate fence and gate removal and resetting with the property owners.

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 resetting chain link gates as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 35 - CHAIN LINK FENCE TO RESET**

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

The Contractor shall use existing fence material from the respective property in the resetting of fences. The Contractor shall replace any fencing material damaged with new fencing materials of equal quality or better. Removed fencing materials shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer.

The replaced chain link fences shall be constructed according to (DWG.T-90).

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 six-foot (6') 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 Contractor shall coordinate with the property owner to install temporary fence with gate in front of the existing masonry wall/iron fence to be removed by the Contractor. The Contractor shall remove the temporary fence upon the removal of the masonry wall/iron fence and coordinate with the property owner to install new chain link fence with driveway gate behind sidewalk at location determined by the Engineer and the property owner. The Contractor shall replace any fencing material damaged with new fencing materials of equal quality or better. Removed fencing materials shall be protected from damage and return in good shape to the property owners.

The new chain link fences shall be constructed according to (DWG.T-90).

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 six-foot (6') 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 chain link fence to be replaced in the field. Measurement for payment shall be based upon the actual length of fence replaced. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

The Contractor shall coordinate fence and gate removal and installing with property owners.

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 installing, removing, and resetting chain link fences as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 38 - CATCH BASIN AND DRAIN INLET TO REMOVE AND REPLACE**

Existing catch basins and drain inlets shall be removed and replaced with Type "B" drain inlet or Type "A" drain inlet where shown on the Plans and shall conform to Sections 20, 24 and 38 of the Standard Specifications, these Special Provisions and Appendix. This item shall include to adjust the drain inlet to grade and connections of existing drain leads and pipes to the drain inlet.

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

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.

This item shall include the removal of existing gutter drains as shown on the Plans. The existing grates shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: William Roberts, Drainage Superintendent (916) 808-6955.

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 unit price for this 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 drain inlet removal and installation shall be paid for as part of this item.

Surface restoration shall be performed as specified elsewhere in these Special Provisions.

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 constructing drop inlets as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

#### **ITEM NO. 40 - 12" DIAMETER DRAIN LEAD TO PLACE**

Where shown on the Plans, drain inlet leads shall be RCP or PVC as specified in the Standard Specifications. Drain lead connections to manholes 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.

C-900 PVC for pipe and fittings shall be utilized for any pipe that has less than 18-inches of cover between the top of the installed pipe and the finish grade. If the depth of cover is less than 12 inches, the Contractor shall encase pipe with controlled density fill as specified elsewhere. When the Engineer approves shallow placement of DI leads requiring protective measures proposed by Contractor, all work associated with protective measures shall be considered as extra and paid per Section 8-15 of the Standard Specifications.

When connecting to a maintenance hole:

- a) If a precast maintenance hole base is allowed, the Contractor shall install a flexible joint (bell and spigot or flexible coupling) a horizontal distance of 18-inches to 24-inches from the wall of the maintenance hole.

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. 42 - TREE TO REMOVE**

Removal of trees shall conform to Section 12 of the Standard Specifications and these Special Provisions. The work shall include removal of existing trees as shown on the plans and as directed by the Engineer. Removal of the tree shall include removal of the stump and roots to a point three feet (3') below the proposed grade. The disposal of the tree and cleanup of site shall be included in this item.

During construction the Contractor shall coordinate with the City Arborist, Duane Goosen, at 808-4996. The Engineer and the City Arborist shall make a final determination in the field on the number of trees to be removed. 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.

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 trees as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 43 - BUSH TO REMOVE**

Removal of bushes shall conform to Section 12 of the Standard Specifications and these Special Provisions. The work shall include removal of existing bushes as shown on the plans, as directed by the Engineer, and where cause an obstruction to construct the proposed improvements.

During construction the Contractor shall coordinate with the property owners. The Engineer and the property owners shall make a final determination in the field on the number of bushes to be removed. 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.

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

**ITEM NO. 44 - IMPORT TOP SOIL TO PLACE**

This item shall consist of the furnishing and placing import top soil in planting areas, as shown on the plans, described herein, and as directed by the Engineer, and shall conform to Section 14-5 of the Standard Specifications, except as modified herein.

1. Soil Samples: Contractor shall provide a one-quart sample of import topsoil to the Engineer approved soil nutritional analysis laboratory, for testing for conformance to this specification. No material shall be delivered to the site, graded on-site, or otherwise

Certification: Written certificates stating quantity, type, and composition, weight and origin for all amendments and chemicals shall be delivered to the Engineer before the material is used on the site.

Amendment Samples: Contractor shall provide a one-quart sample of each proposed amendment to the Engineer's approved laboratory for the testing for conformance to this specification. No material shall be delivered to the site until the Engineer approves the samples. Testing costs shall be paid for by the Contractor.

Planting Areas: All areas to be planted, whether in container or otherwise, are defined as planting areas in these documents.

Native Topsoil: Shall be the existing surface layer of soil on site. This layer typically will be a different color and texture than the subsoil, and may be of varying thicknesses. The Contractor shall be responsible for reviewing the area limits and depths of native topsoil on site with the Engineer.

Fertilizer: Shall be determined from soils analysis results.

Organic Amendment: Shall be nitrogen-treated redwood sawdust, fir bark.

1. Nitrogen-treated Redwood Sawdust/Fir Bark shall conform to:

Physical Properties: 95%-100% passing, sieve size 6.35mm (1/4 inch), 80%-100% passing, sieve size 2.38mm (No. 8, 8 mesh), and 0%-30% passing, sieve size 500 micron (No. 35, 32 mesh)

Chemical Properties: Nitrogen Content (dry weight basis) - 0.4-0.6% iron content - minimum 0.08% dilute acid soluble Fe on dry weight basis, soluble salts - maximum 3.5 millimhos/centimer @ 25 degrees C. as determined by saturation extract method; ash - 0-6.0%

Materials and Rates: Materials determined from the soils test shall be uniformly distributed throughout all irrigated planting areas and incorporated to a homogeneously blended soil depth of six inches. Assume per 1000 square feet:

5½ cubic yards nitrogen stabilized organic amendment  
4 pounds potassium sulfate (0-0-50)  
10 pounds soil sulfur

Plant Pit Preparation: Plant pits shall have their sides and bottoms loosened or otherwise broken to prevent glazed or compacted surfaces, and shall be as shown on the planting detail.  
Backfill Material and Placement: Only unamended soil shall be used beneath the root ball; cultivate bottom of plant pit to improve porosity. Backfill around sides of rootball shall be the amended soil taken from adjacent prepared areas. Spread material excavated from plant pits onto adjacent areas as replacement. Should additional backfill be necessary, a mixture of one-third organic amendment/fertilizer mix and two-thirds topsoil may be used.

Plant Tablets Quantities: All container plants shall receive plant tablets as follows:

2. Remote Control Valves: shall conform to Section 36-13 of the Standard Specifications. Remote control valves shall be per plans, or approved equal, and shall be constructed as specified in Section 10-50 of the Standard Specifications. Valves shall be installed at grade.
3. Gate Valves: shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications, shall be the type and model as shown on the plans and shall be installed at the locations as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.
4. Valve Boxes: shall be installed in conformance with Section 10-52 of the Standard Specifications and as shown on the plans.
5. Irrigation Control Wires: shall conform to Sections 10-48 and 36-12 of the Standard Specifications.

Irrigation Control Wires shall be color coded to the use listed below and follow the colors associated with them.

- a. Tree sprinklers - Red Wire
- b. Common Wire - White Wire

6. Plastic Irrigation Pipe Fittings: shall conform to Section 10-46 of the Standard Specifications with the following addition: All fittings on the upstream side of the irrigation valve for PVC pipe shall be Schedule 80.
7. Main Line Pipe: shall conform to Section 10-44 of the Standard Specifications and be amended as follows: Main line shall be Class 315, ring-tite PVC pipe for pipes 3" and larger, and shall be Schedule 40 solvent weld PVC pipe for pipes smaller than 3". All Class 315 ring-tite PVC pipes shall have concrete thrust blocking in conformance with Section 27-6 and Standard Drawing No. "W-103" of Section 38 of the Standard Specifications.
8. Lateral Line Pipe: or pipe on the discharge side of the irrigation control valve shall be per plans and shall conform to Section 10-44 of the Standard Specifications, except as previously amended.
9. Sprinklers: shall be installed at the locations shown on the plans, in conformance with these drawings. Spinklers shall be the type and model as shown on the plans.
10. Irrigation Sleeves: shall be installed as shown on the plans and conform to the Standard Specifications 36-8. At least one irrigation sleeve should be installed at every property for future connection to the property's water main. The minimum diameter of the sleeve shall be at least two times the diameter of the conduit going through the sleeve. The sleeve shall extend a minimum of 1' beyond the edge of the paving. Irrigation sleeves shall be capped at both ends with both ends marked on the sidewalk as shown on the plans. The Contractor shall notify and show to each property owner the location of the sleeve installed in front of

water tap and meter for the automatic irrigation system as shown on the plans, as specified in Section 36-25 of the Standard Specifications, in these Special Provisions and as directed by the Engineer.

#### **ITEM NO. 49 - IRRIGATION CONTROLLER AND ENCLOSURE**

This item shall consist of furnishing and installing an Irrigation Control System – Solar Powered with irrigation enclosure as shown on the plans in conformance with Section 34 of the Standard Specifications and these Special Provisions.

##### **Controllers:**

##### **A. General**

- i. irrigation controllers shall be single, solid-state independent controllers conforming to the following:

The controller shall be powered by an internal, ultra high efficiency, photovoltaic module with a microelectronics energy management system fueled by ambient light. The controller shall be protected by a vandal-resistant, waterproof enclosure fashioned from space-age composite material and made to endure extreme environments. The controller shall function day and night in any weather and in most outdoor locations where no direct sunlight is required and communicate to a micro-power solenoid actuator via two-way digital control pulses at 3.5 volts DC. The controller shall have a daily exposure to light levels which need to be no higher than the equivalent of 25% of the ambient light level at 55 degrees latitude under 10-year worst-case weather conditions (worst day measured in 10-year period). The controller shall have a fully protected circuitry from electrostatic discharge up to 27,000 volts.

##### **ii. Controller Features**

- a. Controllers model XR upgradeable to radio (the controller can be sent to back to the factory to be loaded with the hardware for radio, software already included) shall operate 10-station and a master valve
- b. The controllers shall operate and use a standard series micro-power solenoid actuator with globe valve or a micro-power solenoid actuator with the correct adapter to be mounted on any other valve.
- c. Controller shall have bilingual software in English and Spanish.
- d. The controller LCD screen shall be activated with a special Key powered by a 9 volt alkaline battery to provide access and security to a simple 4-button programming pad and the LCD shall display all the schedule information.
- e. The controller shall have 4-independent programs with 3-start times per station.
- f. The controller shall have a custom grouping, allowing the controller to operates any number of groups with any number of station per group together (if hydraulic limitation are not exceeded)
- g. Ability to program in one-minute increments up to 5 hours and 59 minutes with separate setting for hours and minutes.
- h. A programmable watering calendar choice of a 1 to 39 day interval, odd/even days or any day(s) of the week.

- c. LEIT key  
The controller shall use one LEIT-Key (powered by a 9 volt battery) to provide access and to activate the controller's LCD screen.

iv. Controller System Accessories

- a. Stainless steel enclosure for added protection the controller shall have the option to add a (304) Stainless Steel vandal resistant enclosure with strip perforations on top, allowing light to enter the controller and a lockable-hinged door.

- b. Sensor adapter: The controller or the micro-powered solenoid actuator shall have an option to connect to all type of switch type sensors via the SKIT sensor adapter. The SKIT adapter shall be used as an interface between the controller and a compatible rain, moisture or freeze protection sensor.

- c. MV/P adapter: The controller shall have an option to switch on/off an AC or DC circuit via the RKIT relay interface adapter. The RKIT adapter shall be used as an interface between the controller and AC switch device.

- d. Swivel fittings: Micro-powered solenoid actuator with globe valve shall be used with swivel fittings and shall allow in case of repair, that the valve may be brought to the surface to be serviced without removing the irrigation box or cutting the pipe. The swivel fitting shall be constructed of injected molded polypropylene, UV resistant. The swivel fitting shall feature high impact strength plastic and highly chemical resistant. The male thread of the swivel fittings shall be attached to both sides of the valve. The female thread side of the swivel fitting shall have a large swivel 1", 1 1/2" or 2" (FNPT) with encapsulated Nitric rubber "O" ring in such a manner that allows quick and easy tightening to a PVC male adapter without tools and teflon tape. The swivel fitting operating pressure shall not exceed 150 psi.

v. Electrical Circuits

Install irrigation wires at least six inches below finish grade and lay to the side and below main line.

- a. Control wire for LEIT operated valve shall be NFPA 70 copper conductor, 14-gauge [1.8 mm] irrigation wire, type UF, shall be used for station wire with runs up to 1,500 feet (454 m). NFPA 70 copper conductor 12-gauge [1.6 mm] irrigation wire, type UF, shall be used for station wire with runs up to 2400' (727m).
- b. Electrical splices shall be waterproof and shall be located in valve box.
- c. An expansion curl shall be provided so that in case of repairs the valve may be brought to the surface to be serviced without disconnecting the control wire.

**B. Submittals**

Submit (qty) with a copy of the catalog and instruction manual.

spray equipment will not damage the existing grades. Weeds shall be sprayed with an approved chemical, which controls both broadleaf plants and grasses, but will not contaminate the soil, such as Roundup.”

B. Weed Control shall conform to Section 35-6 of the Standard Specifications.

C. Materials

1. Trees shall be located as shown on the plans. Proposed tree locations shall be field staked by the Contractor prior to planting, subject to the approval of the Engineer. Trees to be supplied and planted by Contractor. Contractor shall coordinate the planting schedule with the City’s representative within 14 working days after award of contract.
2. Quantities shown on the plans are for the Contractor’s convenience only. The Contractor shall confirm all quantities and shall plant as required by the Planting Plan when discrepancies exist.
3. Variety and Size shall be as shown on the plans and shall conform to Sections 10-43 and 35-7 of the Standard Specifications.
4. Fertilizer Tablets shall be 21-gram tablets with 20-10-5 NPK ratio, and shall be applied as follows: Twelve (12) tablets per 24” Box.
5. Backfill Mix shall consist of three parts native soil to one part soil amendment. Soil Amendment for planting pits shall be a 90% bark based product, fir, and 0-1/4” in size, treated with nitrogen having a 2-0-0 NPK ratio.
6. Tree Staking shall conform to the applicable paragraphs of Section 35-7 of the Standard Specifications. At the time the trees are planted, stakes shall be placed and the trees shall be tied thereto. The size and number of stakes and ties to be installed shall be as shown on the tree planting detail. Stakes shall be placed against but not through the root ball.
7. Ties shall be cotton webbing material one inch (1”) wide and approximately one-eighth inch (1/8”) thick, or rubber ties stapled or nailed to the tree stakes, and placed as shown on the tree planting detail.
8. Root barriers shall be by Deep Root Corporation, model # UB-24-2 or approved equal. Root barrier shall be placed in fifteen foot (15’) segments on each side of the tree root ball. The supply and placing of root barriers as shown on the plans, as special in these Special Provisions, and as directed by the Engineer shall be included in this item.

**ITEM NO. 53 - 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 3/4-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. Sign panel shall be aluminum conforming to 5052—H38. All road signs shall be 0.08" thick with the exception of street name signs which shall be 0.125" thick.

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.

roadside signs with posts as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 57 - FIVE 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 City 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. Also the furnishing and installing of the necessary fire hydrant gate valves shall be included in this bid item.

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. 58 - THEROMPLASTIC TRAFFIC STRIPING (4") TO PLACE**

**ITEM NO. 59 - THEROMPLASTIC TRAFFIC STRIPING (6") TO PLACE**

**ITEM NO. 60 - THEROMPLASTIC TRAFFIC STRIPING (12") TO PLACE**

**ITEM NO. 61 - THEROMPLASTIC 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.

Traffic stripes and pavement markings as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer to be removed 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 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. The Contractor shall coordinate the removal operation schedule and work with the City's contractor to place permanent striping.

**ITEM NO. 65 - STREETLIGHT INSTALLATION**

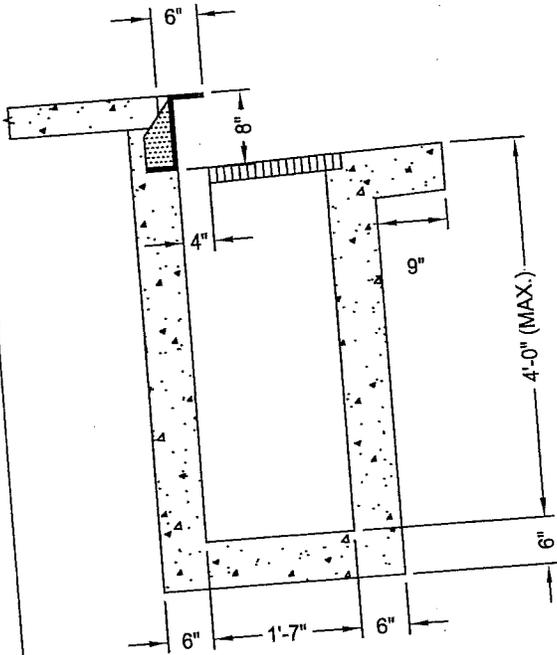
The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for new a streetlight system as indicated on the Plan sheets and these Special Provisions.

Included in the work shall be furnishing and installing post top streetlights, conduits, conductors, pull boxes with lockable lids, foundations, photocell, unmetered service pedestals, traffic control measures, incidentals, and all appurtenances shown on the Plans and called for in these Special Provisions.

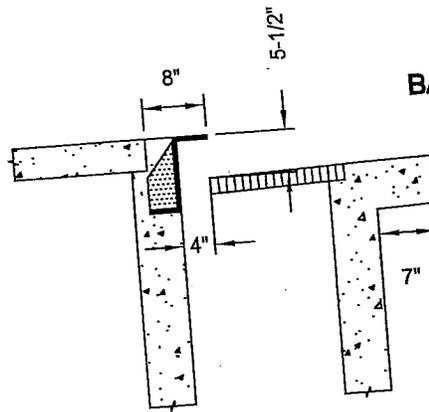
**A Schedule of Values (cost break-down) for lump sum electrical items must be included with the bid. Otherwise, the bid will be deemed non-responsive.**

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

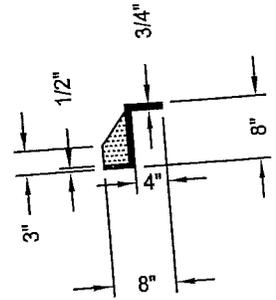
# **APPENDIX**



TYPE 2 CURB

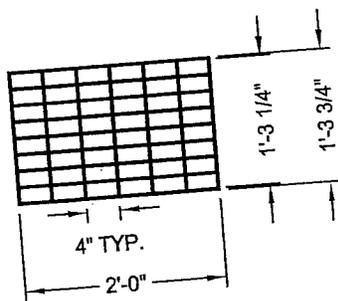


TYPE 1 OR 1A CURB

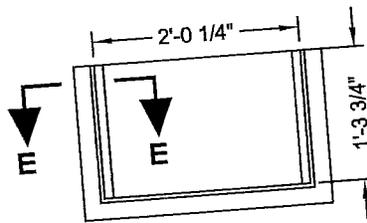


BACK HOOD DETAIL

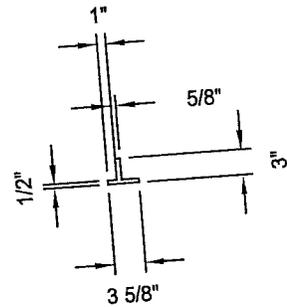
SECTION A-A



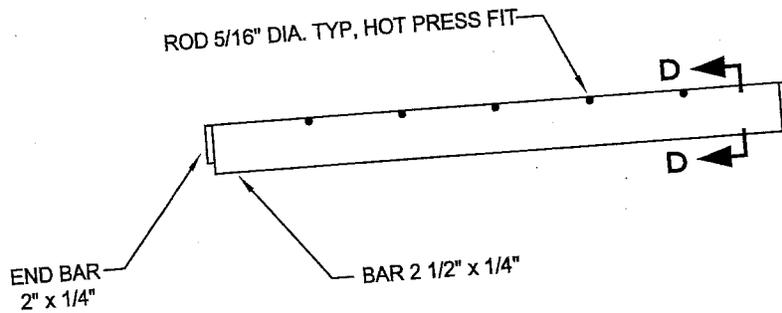
GRATE



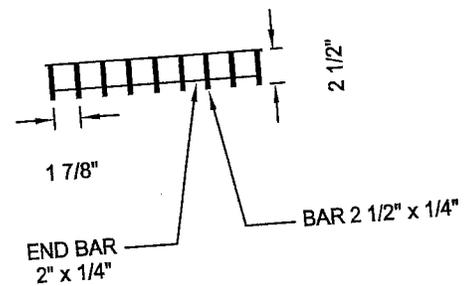
GRATE FRAME



SECTION E-E



GRATE PROFILE



SECTION D-D

**NOTES:**

1. BOTTOM OF INLET SHALL BE PLACED PRIOR TO OR AT THE SAME TIME AS SIDE WALLS.
2. 12" LENGTH OF 1/4" GALVANIZED CHAIN TO BE PERMANENTLY AFFIXED TO THE GRATE AND ONE CORNER OF THE INLET FRAME ADJACENT TO THE CURB.
3. OPEN BACK HOOD AND GRATE FRAME SHALL BE CAST IRON OR WELDED STEEL.

# PERMISSION TO ENTER AND CONSTRUCT

PROJECT NO/NAME: Pinell Street Frontage Imp T15016002  
ASSESSOR'S PARCEL NO.: 238-0120-004  
PROPERTY ADDRESS: 1896 Bell Ave

CITY OF SACRAMENTO  
Civil and Electrical Design Division  
Department of Transportation  
915 I Street, Room 2000  
Sacramento, CA 95814-2604

City of Sacramento:

Permission is hereby granted to the City of Sacramento (City), its agents, employees, contractors and invitees, hereinafter called "Permittee" to enter upon the property specified herein for the following purpose(s) and all necessary activities incidental thereto:

- Construct driveway conform
- Grading behind sidewalk
- Construct curb ramp

This permission is granted in consideration of the benefits that may accrue to my property. I am aware of the location and nature of the project.

The effective time period of this Permission to Enter and Construct for the purposes set forth above is valid from 8-20-2012 to 11-30-2012.

The permission to enter and construct shall be limited to the following area on my property:

- Within 10 feet behind the back of sidewalk abutting Pinell Street

If existing improvements will be damaged within the area used, the City shall:

- Resurfacing the area with the same material of the existing when needed

The undersigned represent(s) and warrant(s) that he/she/they are the owner(s) of the said property and that they have the right to give this permission. This Permission to Enter and Construct shall be binding on the Permittee, and their respective successor and assigns. (Enclosed are 3 copies of this document, please sign and return 2 in the enclosed envelope provided.)

Dated: 6-8-12

By: Monty L Cochran  
(Signature)  
Monty L. Cochran  
(Print Name)

80 S. Lake #719 Pasadena  
(Address) Ave. CA 91101

RECOMMENDED FOR APPROVAL:

By: Ricky Chuck  
Ricky Chuck  
Project Manager, Dept. of Transportation  
Civil and Electrical Design Division

ACCEPTED:  
City of Sacramento, a municipal corporation  
Department of Transportation

By: \_\_\_\_\_  
Jerry Way  
Director of Transportation

Dated: \_\_\_\_\_

# PERMISSION TO ENTER AND CONSTRUCT

PROJECT NO/NAME: Pinell Street Frontage Imp T15016002  
ASSESSOR's PARCEL NO.: 238-0191-001  
PROPERTY ADDRESS: 2035 North Ave

CITY OF SACRAMENTO  
Civil and Electrical Design Division  
Department of Transportation  
915 I Street, Room 2000  
Sacramento, CA 95814-2604

City of Sacramento:

Permission is hereby granted to the City of Sacramento (City), its agents, employees, contractors and invitees, hereinafter called "Permittee" to enter upon the property specified herein for the following purpose(s) and all necessary activities incidental thereto:

- Construct driveway conform
- Grading behind sidewalk
- Connect storm drain to City drainage system

This permission is granted in consideration of the benefits that may accrue to my property. I am aware of the location and nature of the project.

The effective time period of this Permission to Enter and Construct for the purposes set forth above is valid from 8-20-2012 to 11-30-2012.

The permission to enter and construct shall be limited to the following area on my property:

- Within 10 feet behind the back of sidewalk abutting Pinell Street

If existing improvements will be damaged within the area used, the City shall:

- Resurfacing the area with the same material of the existing when needed

The undersigned represent(s) and warrant(s) that he/she/they are the owner(s) of the said property and that they have the right to give this permission. This Permission to Enter and Construct shall be binding on the Permittee, and their respective successor and assigns. (Enclosed are 3 copies of this document, please sign and return 2 in the enclosed envelope provided.)

Dated: 6/12/12

By:   
(Signature)

Alan R. Colombo  
(Print Name) ASST. Supt. of Facilities

3222 Winona Way, North Highlands, CA  
(Address) 95660

RECOMMENDED FOR APPROVAL:

By:   
Ricky Chuck  
Project Manager, Dept. of Transportation  
Civil and Electrical Design Division  
2008 5050

ACCEPTED:  
City of Sacramento, a municipal corporation  
Department of Transportation

By: \_\_\_\_\_  
Jerry Way  
Director of Transportation

Dated: \_\_\_\_\_

**Geotechnical Engineering Study  
Raley & Pinell  
Sacramento, California**

**Prepared for:  
Buntain Construction  
4531 Harlin Drive  
Sacramento, California 95826**

**Prepared by:  
CONSOLIDATED ENGINEERING LABORATORIES  
201 Harris Avenue, Suite 14  
Sacramento, California 95838  
CEL Project No. G1260**

and frequency of usage for a given design life. A design life of 20 years is typically used. Factors such as surface and subsurface drainage have an effect on the overall life of a pavement section.

An R-Value of 5 was used for design based on anticipated material variation across the site. The following are recommended structural asphalt concrete (AC) pavement sections. A Traffic Index (TI) of 4.5, 5.0 and 6.0 should be considered for parking stalls, drive aisles, and truck traffic areas. Alternate pavement recommendations are provided for various TI's.

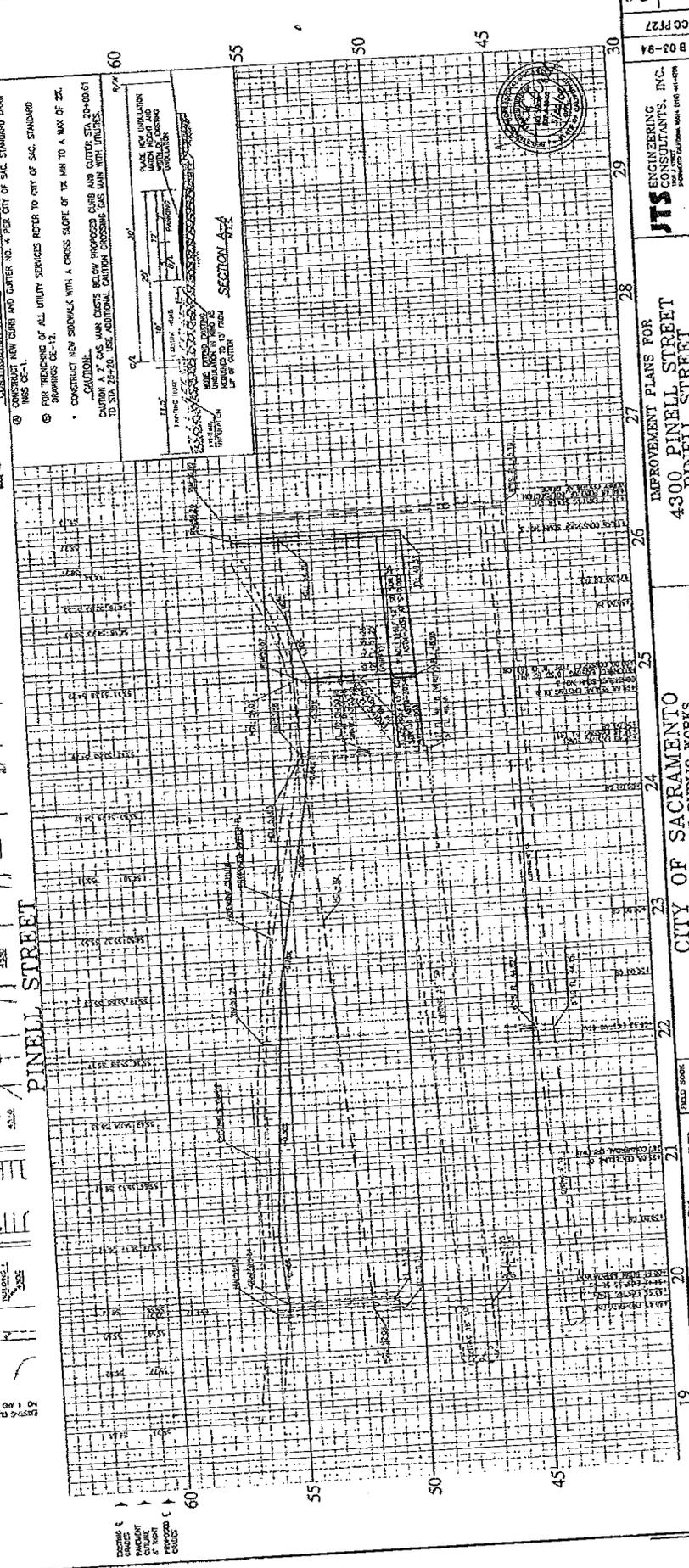
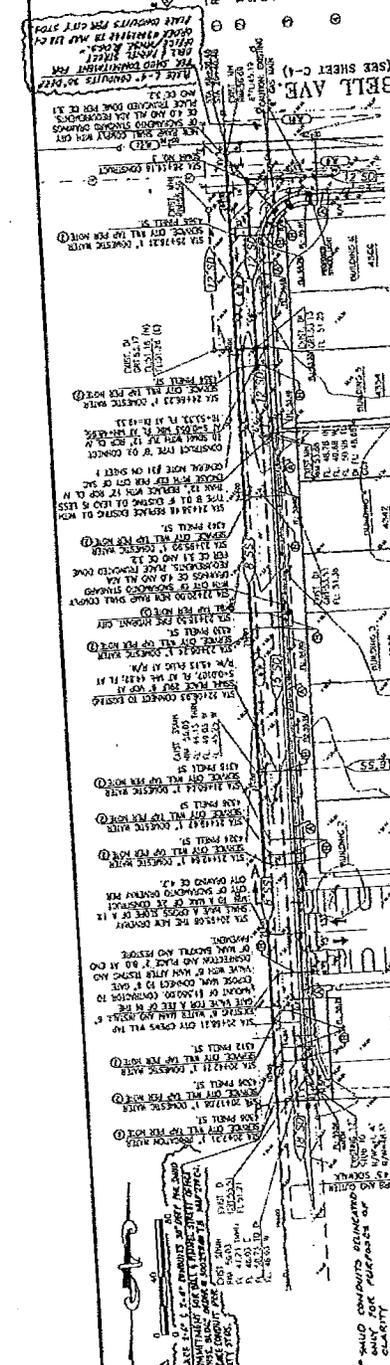
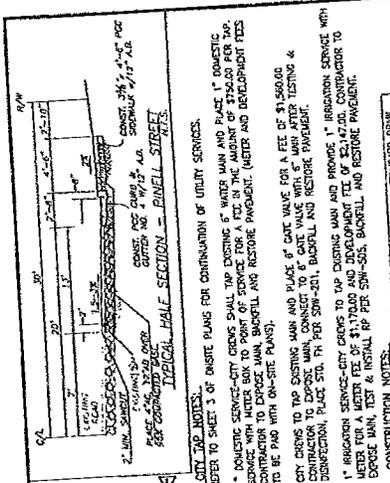
Material Thickness In Inches	TI=4.5	TI=5.0	TI=5.5	TI=6.0	TI=6.5	TI=7.0
Asphalt Concrete	2.5	3.0	3.0	4.0	4.0	4.0
Class 2 Aggregate Base	9	10	12	12	14	15
Total Thickness	11.5	14.0	15.0	16.0	18.0	19.0

The subgrade underlying pavement areas should be prepared per the recommendations provided in the Site Grading section. Aggregate base materials should be compacted to a minimum of 95 percent of the maximum dry density within two percent of the optimum moisture content as determined by ASTM D1557.

Soil treatment of pavement subgrade materials may be a cost-effective alternative to reduce the thickness of the asphalt concrete and aggregate base portions of pavement section. Based on soil treatment of the upper 12 inches of the pavement subgrade and an assumed minimum R-value of 30 for the lime-treated material, the following alternative pavement sections are recommended.

Material Thickness In Inches	TI=4.5	TI=5.0	TI=5.5	TI=6.0	TI=6.5	TI=7.0
Asphalt Concrete	2.5	3.0	3.0	4.0	4.0	4.0
Class 2 Aggregate Base	6	6	8	8	10	10
Lime-Treated Subbase, min. R=30	12	12	12	12	12	12
Total Thickness (inches)	20.5	21.0	23.0	24.0	26.0	26.0

Concrete pavement should be considered in areas near trash enclosures, areas where heavy trucks will be turning in tight radii, and drainage swales in pavement areas. Concrete pavement should be at least 6 inches thick and underlain by at least 6 inches of Class 2 baserock compacted to at least 95 percent relative compaction. Reinforcing requirements should be determined by the civil engineer. Fiber reinforced concrete should be considered in lieu of reinforcing steel.



SHEET C-3 OF 5  
CG PR 27  
B 03-94

IMPROVEMENT PLANS FOR  
4300 PINELL STREET  
PINELL STREET  
(STA 20+00.61 TO 26+40.48)

CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS

REVISIONS

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FIELD BOOK: [ ]  
BENCH MARK: [ ]  
CONTRACT NO.: [ ]

JTS ENGINEERING CONSULTANTS, INC.  
1000 R STREET, SACRAMENTO, CALIF. 95811  
PHONE: (916) 441-1111  
FAX: (916) 441-1112

CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS

IMPROVEMENT PLANS FOR  
4300 PINELL STREET  
PINELL STREET  
(STA 20+00.61 TO 26+40.48)

DESIGNED BY: [ ] DATE: [ ]  
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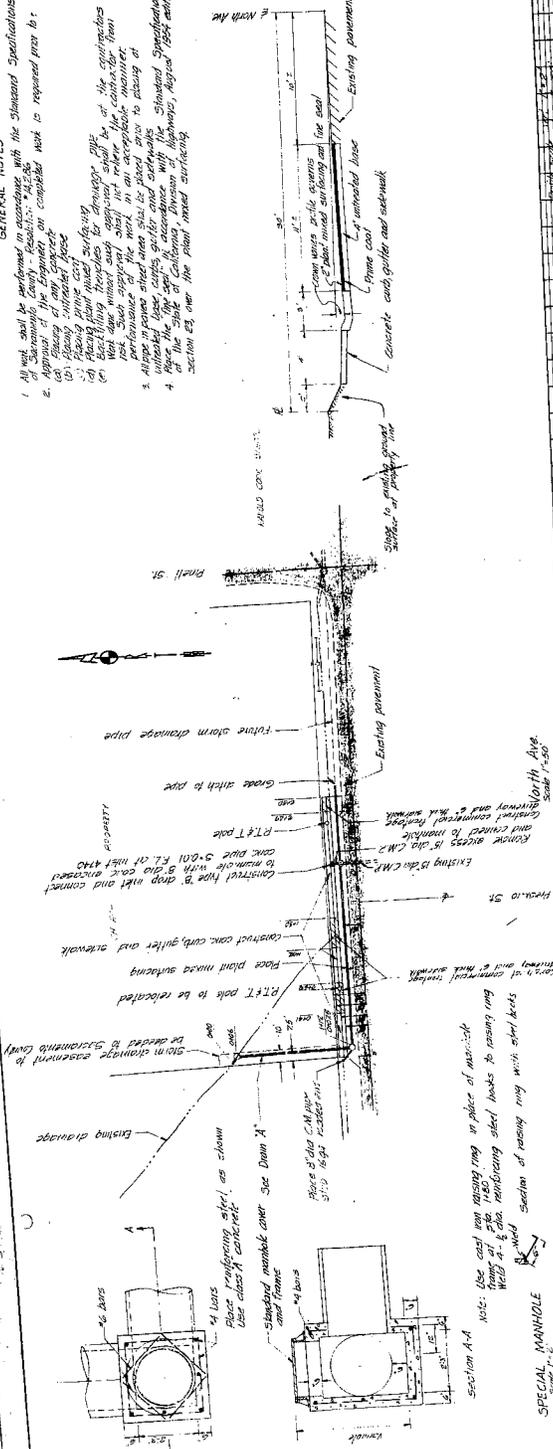
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**GENERAL NOTES**

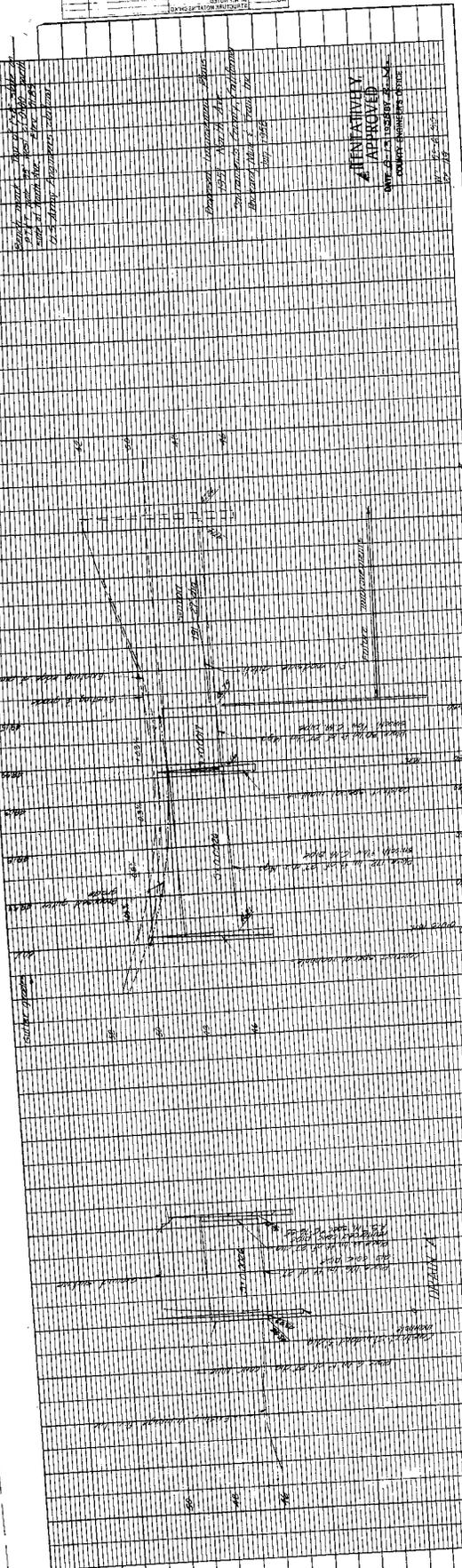
- All work shall be performed in accordance with the Standard Specifications for Highway Construction, 1954 Edition, as amended.
- Approval of the Engineer on completed work is required prior to its being placed.
- Use of any material shall be in accordance with the Standard Specifications for Highway Construction, 1954 Edition, as amended.
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10th-H Ave.  
Scale 1"=50'

Scale 1"=50'

SPECIAL MANHOLE  
Scale 1"=50'

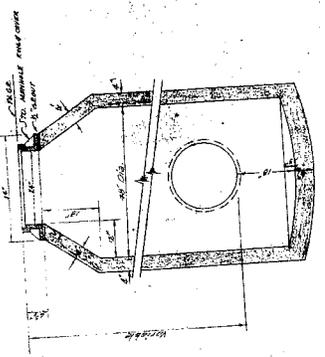


DEFINITELY APPROVED

DATE: 10-15-54

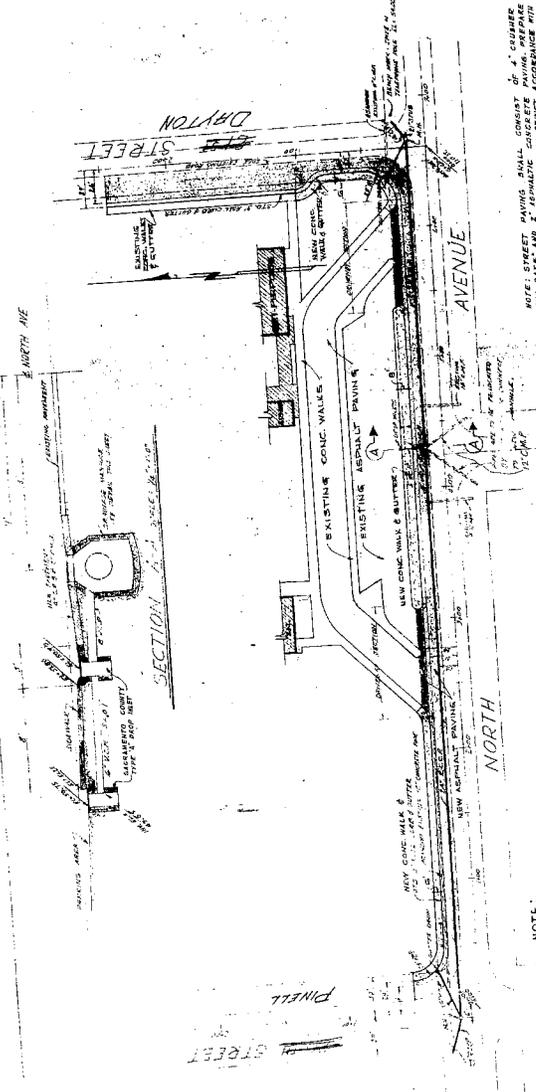
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CHIEF ENGINEER



STANDARD DRAINAGE MANHOLE  
SCALE 1/4" = 1'-0"

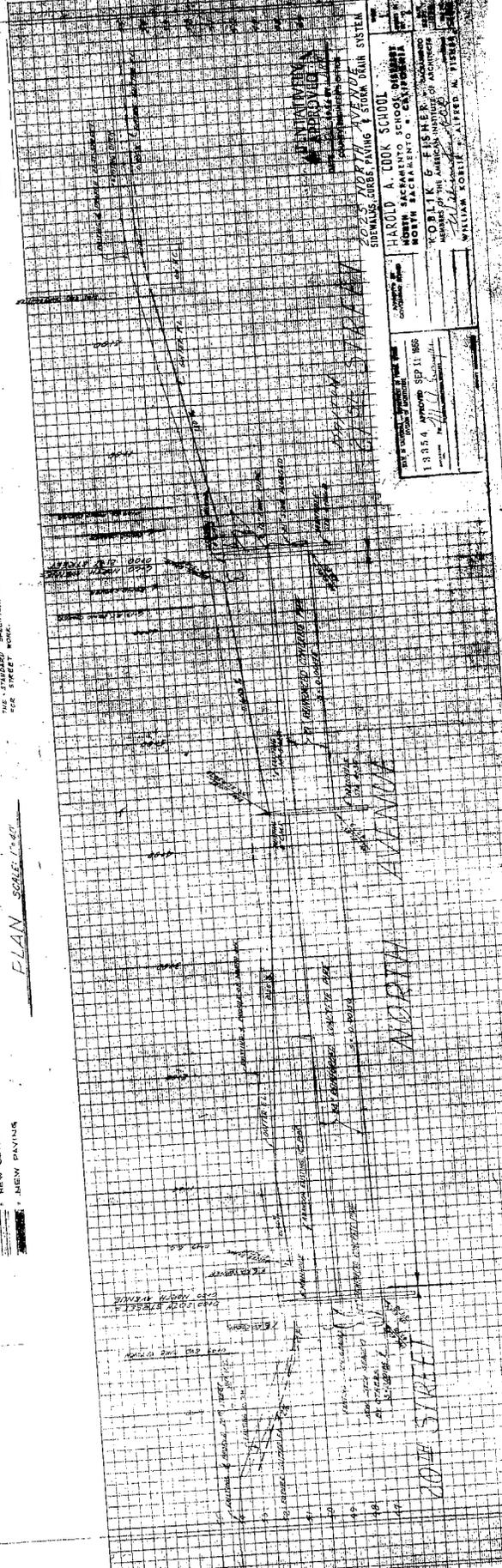
GRID & SECT. NO. **214**  
 ROAD NO. **620970**  
 SHEET NO. \_\_\_\_\_ TOTAL \_\_\_\_\_  
 SUBJECT: \_\_\_\_\_ DIST. \_\_\_\_\_  
 ASSIGNED IN. \_\_\_\_\_ PART \_\_\_\_\_  
 CLASS: \_\_\_\_\_ BOND RELEASED \_\_\_\_\_  
 DATE APPROVED: \_\_\_\_\_  
 RECORDERS BY: \_\_\_\_\_  
 PPE SIZE \_\_\_\_\_



NOTE: STREET HAVING SMALL CURVES SHALL BE CONSIDERED AS STRAIGHT LINES IN STREET ALIGNMENT AND CURVE DATA SHALL BE BASED ON THE STANDARD SPECIFICATIONS OF SACRAMENTO COUNTY FOR STREET WORK.

NOTE: NEW CONCRETE WORK  
 NEW PAVING

PLAN SCALE 1/4" = 1'-0"



APPROVED FOR THE CITY OF SACRAMENTO  
 19354 APPROVED SEP 11 1965  
 WILLIAM FORBIE, MAJESTIC, M. FISHER

APPROVED FOR THE COUNTY OF SACRAMENTO  
 19354 APPROVED SEP 11 1965  
 WILLIAM FORBIE, MAJESTIC, M. FISHER

APPROVED FOR THE STATE OF CALIFORNIA  
 19354 APPROVED SEP 11 1965  
 WILLIAM FORBIE, MAJESTIC, M. FISHER

See H-1 875-19 75 for additional drainage notes.





# **DAVIS BACON WAGE RATES**

General Decision Number: CA120009 06/01/2012 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
5	04/13/2012
6	06/01/2012

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.

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 CARP0034-003 07/01/2011

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

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 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.

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 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 12/01/2011

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 30.12	3%+13.70
Technician.....	\$ 34.29	3%+13.70

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 06/01/2012

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 42.81	22.161
ELECTRICIAN.....	\$ 42.81	22.161

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.

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 ELEC0340-003 12/01/2011

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	17.67
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.

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 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%

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 ELEC0551-004 06/01/2011

MARIN AND SONOMA COUNTIES

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

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 ELEC0659-006 01/01/2012

DEL NORTE, MODOC and SISKIYOU COUNTIES

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

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 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

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.

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

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

LASSEN COUNTY:

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

MADERA COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part  
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:

Area 1: 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
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