



City of Sacramento City Council

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

Meeting Date: 9/27/2012

Report Type: Consent

Title: Contract: 2012 Street Overlay Project

Report ID: 2012-00769

Location: Power Inn Road between Lemon Hill Avenue and Lorin Avenue, District 6

Recommendation: Pass a Resolution: 1) approving plans and specifications for the 2012 Street Overlay Project; 2) appropriating and transferring funds to the Street Overlays and Seals Program (R15122000); and 3) awarding the construction contract to Martin Brothers Construction for an amount not-to-exceed \$1,314,475 for the 2012 Street Overlay Project.

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

Presenter: None

Department: Public Works Department

Division: Civil & Electrical Design

Dept ID: 15001131

Attachments:

- 1- Description/Analysis
- 2 - Background Information
- 3 - Resolution
- 4 - Exhibit A - Location Map
- 5 - Contract

City Attorney Review

Approved as to Form
 Gerald Hicks
 9/17/2012 1:58:58 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
 Russell Fehr
 9/11/2012 3:57:33 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 9/13/2012 2:21:22 PM

Description/Analysis

Issue: The 2012 Street Overlay Project is part of an annual preventative maintenance program (Street Overlays and Seals Program (R15122000)) that extends the life of City streets and reduces the need for costly road reconstruction projects.

The 2012 Street Overlay Project was advertised and bids were received on August 29, 2012. Martin Brothers Construction is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with awarding a construction contract.

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

Economic Impacts: This new infrastructure and public works project is expected to create 5.26 total jobs (3.03 direct jobs and 2.23 jobs through indirect and induced activities) and create \$811,602 in total economic output (\$511,559 of direct output and another \$300,043 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) and National Environmental Policy Act (NEPA): The Community Development Department, Environmental Planning Services Division has determined this project is exempt from the provisions of the CEQA under Class 1, Section 15301(c).

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

The project has Federal funding and is subject to the National Environmental Policy Act (NEPA). On April 6, 2012, the State issued a Categorical Exclusion for the project pursuant to the requirements of NEPA.

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

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Martin Brothers Construction is the lowest responsive and responsible bidder.

Financial Considerations: The Street Overlays and Seal Program (R15122000) has a total budget of \$3,172,347 consisting of local transportation funds and an unobligated balance of \$1,951,144. Approving the appropriation of federal funds in the amount of \$509,313 (Fund 3703), the appropriation of \$20,300 (Fund 3702) from Sacramento Area Sewer District per Agreement 2540.5L, and the transfer of \$9,358 (Fund 2026) from the 2013 Street/Bikeway Overlay and Seal Program (R15132000) will amend the total budget to \$3,711,318 and the unobligated balance to \$2,490,088, which is sufficient to execute the contract with Martin Brothers Construction in the amount of \$1,314,475 for the 2012 Street Overlay Project, cover construction management costs, and finish the Street Overlays and Seal Program.

The 2013 Street/Bikeway Overlay and Seal Program (R15132000) has sufficient funding to complete the transfer of \$9,358 (Fund 2026) to the Street Overlays and Seal Program (R15120000) and finish the 2013 Street/Bikeway Overlay and Seal Program.

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

Emerging Small Business Development (ESBD): The 2012 Street Overlay Project has federal funding which requires conformance with project participation guidelines for Disadvantaged Business Enterprise (DBE) program requirements, therefore, the ESBD requirements are held in abeyance. The DBE goal is 9.0%. If the Contractor does not meet the DBE goal, Good Faith Effort toward meeting the required goal must be demonstrated. Martin Brothers Construction attained 9.4% DBE participation and met the DBE project goal.



Background Information:

The 2012 Street Overlay Project is part of an annual preventative maintenance program that extends the life of City streets and reduces the need for costly road reconstruction projects.

This project was advertised and three bids were received on August 29, 2012. The bids are summarized below:

Contractor	Bid Amount	UDBE Participation (Goal 9.96%)	Responsive
Martin Brothers Construction	\$1,314,475	9.4%	Yes
Teichert Construction Company	\$1,429,937	9.5%	Yes
Granite Construction	\$1,842,914	10.6%	Yes

The engineer's construction estimate was \$1,800,000. It is recommended that the construction contract be awarded to Martin Brothers Construction as the lowest responsive and responsible bidder.

Construction is anticipated to start in October 2012 and be completed in November 2012.



RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVING PLANS AND SPECIFICATIONS, APPROPRIATING FUNDS, AND AWARDING CONSTRUCTION CONTRACT FOR THE 2012 STREET OVERLAY PROJECT

BACKGROUND

- A. The 2012 Street Overlay Project is part of an annual preventative maintenance program (Street Overlays and Seals Program (R15122000)) that extends the life of City streets and reduces the need for costly road reconstruction projects.
- B. This project was advertised and three bids were received on August 29, 2012. Martin Brothers Construction is the lowest responsive and responsible bidder.
- C. Construction is anticipated to start in October 2012 and be completed in November 2012.

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

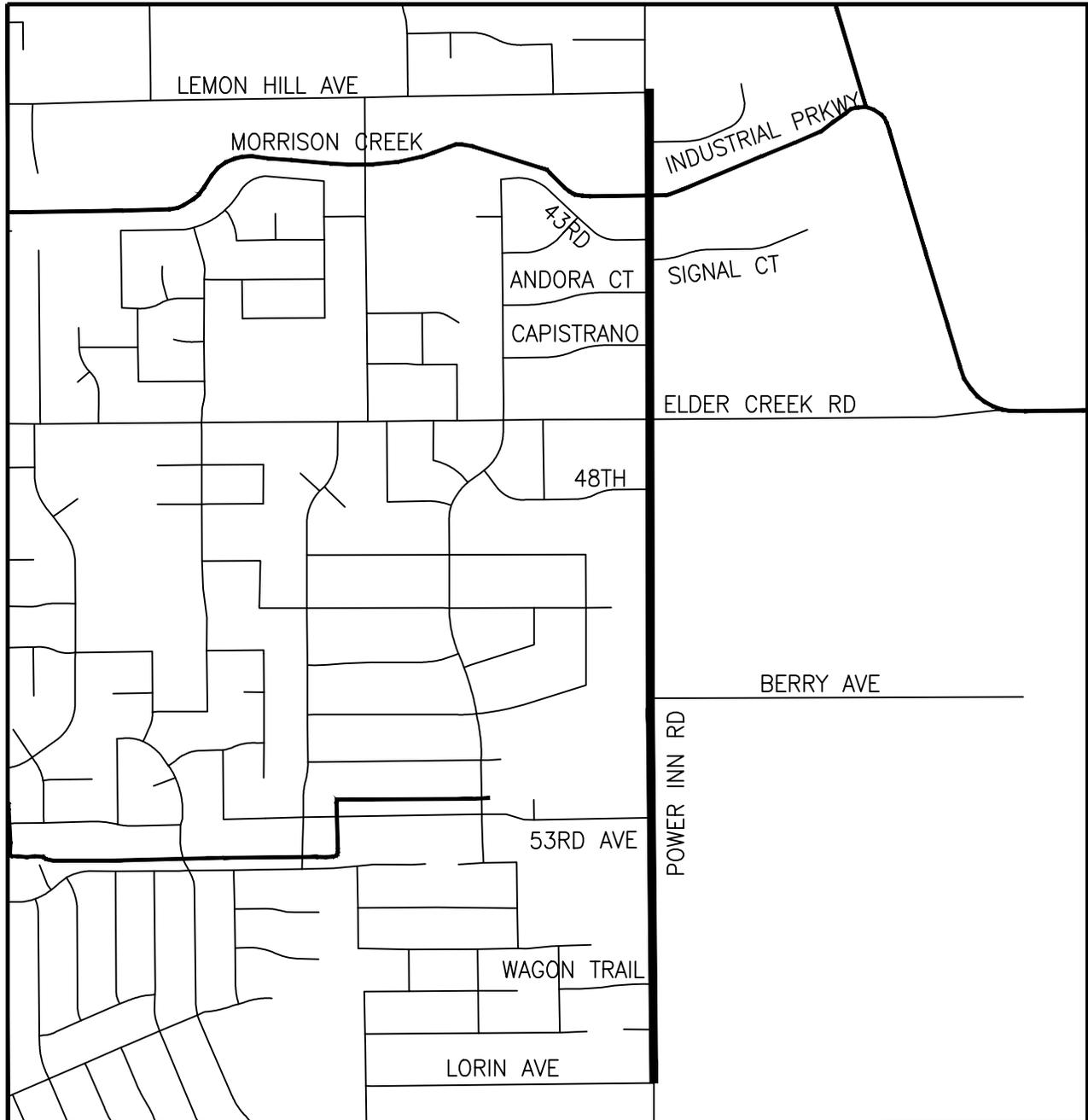
- Section 1. Plans and Specifications for the 2012 Street Overlay Project are approved.
- Section 2. The FY2012/13 Capital Improvement Program is amended by appropriating/transferring the following to R15122000 in order to support the 2012 Street Overlay Project:
 - appropriating \$509,313 in federal funds (Fund 3703);
 - appropriating \$20,300 from the Sacramento Area Sewer District per Agreement 2540.5L (Fund 3702); and
 - transferring \$9,358 (Fund 2026) from the 2013 Street/Bikeway Overlay and Seal Program (R15132000).
- Section 3. A construction contract is awarded to Martin Brothers Construction in an amount not to exceed \$1,314,475 for the 2012 Street Overlay Project.
- Section 4. Exhibit A is incorporated into and made part of this resolution.

Table of Contents:

- Exhibit A: Map of the 2012 Street Overlay Project



Location map for:
**THE 2012 STREET OVERLAY
PROJECT (PN: R15122021)**



Map Contact
K. CHAHAL



AUGUST 29 2012



**SPECIAL PROVISIONS
NOTICE TO BIDDERS
PROPOSAL AND CONTRACT
FOR
2012 STREET OVERLAY PROJECT
IN
CITY OF SACRAMENTO
FEDERAL AID PROJECT NO: STPL-5002 (158)
CITY PROJECT NO: R15122021**

For use with City of Sacramento Standard Specifications for Public Construction Dated June, 2007, Davis Bacon Wage Rates Dated July 13, 2012 or State of California Prevailing Wage Rates (Higher Rate Prevails) and Labor Surcharge and Equipment Rental Rates.

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

Bids to be received before
2:00 P.M., Wednesday, August 29, 2012
1st Floor, Historic City Hall
915 I Street, Sacramento, CA 95814

Pre-Bid Meeting:
Tuesday, August 21, 2012 at 3:00 P.M.
New City Hall
915 I Street, 2nd Floor
Conference Room 2105
Sacramento, CA 95814

Engineer's Construction Estimate: **\$1,800,000** Construction Time: 20 Working Days



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 726454

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

- > CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- > Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.
- > Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- > Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	726454	Extract Date 9/4/2012				
Business Information	MARTIN BROTHERS CONSTRUCTION Business Phone Number: (916) 381-0911 20 LIGHT SKY COURT SACRAMENTO, CA 95828					
Entity	Corporation					
Issue Date	08/20/1996					
Expire Date	08/31/2014					
License Status	ACTIVE This license is current and active. All information below should be reviewed.					
Classifications	<table border="1"> <thead> <tr> <th>CLASS</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>GENERAL ENGINEERING CONTRACTOR</td> </tr> </tbody> </table>	CLASS	DESCRIPTION	A	GENERAL ENGINEERING CONTRACTOR	
CLASS	DESCRIPTION					
A	GENERAL ENGINEERING CONTRACTOR					
Certifications	<table border="1"> <thead> <tr> <th>CERT</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>HAZ</td> <td>HAZARDOUS SUBSTANCES REMOVAL</td> </tr> </tbody> </table>	CERT	DESCRIPTION	HAZ	HAZARDOUS SUBSTANCES REMOVAL	
CERT	DESCRIPTION					
HAZ	HAZARDOUS SUBSTANCES REMOVAL					
Bonding	CONTRACTOR'S BOND This license filed a Contractor's Bond with FIDELITY AND DEPOSIT COMPANY OF MARYLAND . Bond Number: 08895526 Bond Amount: \$12,500 Effective Date: 06/10/2011 Contractor's Bond History BOND OF QUALIFYING INDIVIDUAL 1. The Responsible Managing Officer (RMO) MARTIN FELIPE certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required. Effective Date: 03/21/2012 BQI's Bond History					
Workers' Compensation	WORKERS' COMPENSATION This license has workers compensation insurance with COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY . Policy Number: CPMU13891 Effective Date: 10/01/2011 Expire Date: 10/01/2012 Workers' Compensation History					

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



[Conditions of Use](#) | [Privacy Policy](#)
Copyright © 2010 State of California

Welcome to the California
DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Standards Enforcement (DLSE)

DLSE debarments

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

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

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

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

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

Revised: 6/15/12

Name of contractor	Period of debarment
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220 Decision 	7/29/12 through 7/28/15
FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252 Decision 	6/14/12 through 6/13/15
Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 Decision 	3/29/12 through 3/28/15
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) Decision 	3/31/11 through 3/30/13
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) Decision 	3/31/11 through 3/30/13

<p>Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) <u>Decision</u>  <u>Addendum</u> </p>	3/1/11 through 2/28/14
<p>Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)</p> <p>David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993</p> <p>Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901 <u>Decision</u> </p>	7/1/10 through 6/30/13 7/1/10 through 6/30/13 7/1/10 through 6/30/13
<p>Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)</p> <p>Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 <u>Decision</u> </p>	4/19/10 through 4/18/13 4/19/10 through 4/18/13
<p>Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595</p> <p>David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10 <u>Decision</u> </p>	3/18/10 through 3/17/13
<p>S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) <u>Decision</u> </p>	10/15/09 through 10/14/12
<p>Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) <u>Decision</u> </p>	8/5/09 through 8/4/12
<p>All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually</p>	5/14/09 through 5/13/12

750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision	
1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked Decision	3/16/09 through 3/15/12

[Conditions of Use](#) | [Privacy Policy](#)
Copyright © 2012 State of California

Welcome to the California
DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Apprenticeship Standards - Debarments

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

Name of contractor	Period of debarment
Christopher J. Augusto Plumbing Company Christopher J. Augusto, Individual 8 Wyworry Court Novato, CA 94947 CSB #730020 Exp. 3/1/2010	<p align="center">November 6, 2011 thru November 5, 2013</p>
Christopher J. Augusto Plumbing Company Christopher J. Augusto, Individual 8 Wyworry Court Novato, CA 94947 CSB #730020 Exp. 12/31/2008	<p align="center">November 6, 2007 thru November 5, 2010</p>

Revised March 14, 2011

[Conditions of Use](#) | [Privacy Policy](#)
 Copyright © 2012 State of California

Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 AMERICAN LANE, 19TH FLOOR TOWER 1
SCHUAMBURG, IL 60196-1056
800-382-2150

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 #:	39306
NAIC Group #:	0212
California Company ID #:	2479-4
Date authorized in California:	January 01, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

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
CREDIT
FIRE
LIABILITY
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](#)

Want More?

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

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



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

**2012 Federal Street Overlay Project
(PN: R15122021)
Addendum No. 1**

August 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, Greg Smith at (916) 808-8364.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

**2012 Federal Street Overlay Project
(PN: R15122021)
Addendum No. 1**

Item #1: The DBE Goal for this project has been changed. **The new DBE Goal for this project is 9%**. Please reference the Caltrans DBE Website to find DBE's for this project: http://www.dot.ca.gov/hq/bep/find_certified.htm

Item#2: The Davis Bacon Wages have been revised, dated: August 3, 2012 (attached).

General Decision Number: CA120009 08/03/2012 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
7	07/13/2012
8	08/03/2012

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

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 07/01/2012

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 37.75	28.88
Diver standby.....	\$ 42.53	28.88
Diver Tender.....	\$ 41.53	28.88
Diver wet.....	\$ 85.06	28.88
Manifold Operator (mixed gas).....	\$ 46.53	28.88
Manifold Operator (Standby).....	\$ 41.53	28.88

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

SATURATION DIVING:

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

DIVING IN ENCLOSURES:

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

enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

 CARP0034-003 07/01/2012

	Rates	Fringes
Piledriver.....	\$ 37.75	28.88

 * CARP0035-001 07/01/2012

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), & WESTERN PLACER (Territory west of and including highway 49)

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

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 37.50	26.12
Area 3.....	\$ 32.12	26.12
Area 4.....	\$ 30.77	26.12
Drywall Stocker/Scrapper		
Area 1.....	\$ 18.75	15.03
Area 3.....	\$ 16.06	15.03
Area 4.....	\$ 15.39	15.03

 CARP0035-009 07/01/2012

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

 CARP0035-010 07/01/2012

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.....	\$ 22.61	16.71
Installer II.....	\$ 19.18	16.71
Lead Installer.....	\$ 26.06	17.21
Master Installer.....	\$ 30.28	17.21
Area 2		
Installer I.....	\$ 19.96	16.71
Installer II.....	\$ 17.01	16.71
Lead Installer.....	\$ 22.93	17.21
Master Installer.....	\$ 26.56	17.21
Area 3		
Installer I.....	\$ 19.01	16.71
Installer II.....	\$ 16.24	16.71
Lead Installer.....	\$ 21.81	17.21
Master Installer.....	\$ 25.23	17.21

CARP0046-001 07/01/2012

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.77	25.68
Journeyman Carpenter.....	\$ 32.62	25.68
Millwright.....	\$ 35.12	27.27

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

CARP0046-002 07/01/2012

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68

Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

CARP0152-003 07/01/2012

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

CARP0180-001 07/01/2012

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

CARP0751-001 07/01/2012

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

CARP1599-001 07/01/2012

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

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.

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.

ELEC0401-005 12/01/2009

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

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

ELEC0551-004 06/01/2012

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.00	14.63

ELEC0659-006 01/01/2012

DEL NORTE, MODOC and SISKIYOU COUNTIES

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

ELEC0659-008 02/01/2010

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		

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

* ELEC1245-004 06/01/2012

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 48.95	14.05
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 39.09	12.97
(3) Groundman.....	\$ 29.91	12.70
(4) Powderman.....	\$ 43.71	13.15

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

ELEV0008-001 01/01/2012

	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

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
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 33.87	24.00
GROUP 1-A.....	\$ 36.34	24.00
GROUP 2.....	\$ 32.61	24.00
GROUP 3.....	\$ 31.28	24.00
GROUP 4.....	\$ 30.14	24.00
GROUP 5.....	\$ 29.00	24.00
UNDERGROUND:		
GROUP 1.....	\$ 33.77	24.00
GROUP 1-A.....	\$ 36.34	24.00
GROUP 2.....	\$ 32.51	24.00
GROUP 3.....	\$ 31.18	24.00
GROUP 4.....	\$ 30.04	24.00
GROUP 5.....	\$ 28.90	24.00

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader;

Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

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

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

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal

full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

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

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

ALL CRANES AND ATTACHMENTS

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

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

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

PILEDRIVERS

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

mounted over 100 tons

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

--

TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and

compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

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

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

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

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: 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 Northeast border with
Shasta County
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
 Area 1: Remainder
 Area 2: Eastern Part

 ENGI0003-019 06/27/2011

SEE AREA DESCRIPTIONS BELOW

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

GROUP DESCRIPTIONS:

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

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

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

AREA DESCRIPTIONS:

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
 Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
 Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

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

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
 Area 2: Remainder

SHASTA COUNTY:
 Area 1: All but the Northeastern corner
 Area 2: Remainder

SIERRA COUNTY:
 Area 1: Western part
 Area 2: Remainder

SISKIYOU COUNTY:
 Area 1: Central part
 Area 2: Remainder

SONOMA COUNTY:
 Area 1: All but the Northwestern corner
 Area 2: Reaminder

TEHAMA COUNTY:
 Area 1: All but the Western border with mendocino & Trinity
 Counties
 Area 2: Remainder

TRINITY COUNTY:
 Area 1: East Central part and the Northeaster border with
 Shasta County
 Area 2: Remainder

TULARE COUNTY;
 Area 1: Remainder
 Area 2: Eastern part

TUOLUMNE COUNTY:
 Area 1: Remainder
 Area 2: Eastern Part

 * IRON0002-004 07/01/2012

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	16.345
Ornamental, Reinforcing and Structural.....	\$ 33.00	24.985

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,

Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

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

LABO0067-002 12/01/2011

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

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

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 18.68	8.15
LABORER (Lead Removal)		
Area A.....	\$ 36.25	7.79
Area B.....	\$ 35.25	7.79

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

LABO0067-003 07/01/2009

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

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

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 26.89	14.93
Area B.....	\$ 25.89	14.93

Traffic Control Person I		
Area A.....	\$ 27.19	14.93
Area B.....	\$ 26.19	14.93
Traffic Control Person II		
Area A.....	\$ 24.69	14.93
Area B.....	\$ 23.69	14.93

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

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

LABO0067-006 06/28/2010

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

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

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 27.84	15.82
GROUP 1.....	\$ 27.14	15.82
GROUP 1-a.....	\$ 27.36	15.82
GROUP 1-c.....	\$ 27.19	15.82
GROUP 1-e.....	\$ 27.69	15.82
GROUP 1-f.....	\$ 27.72	15.82
GROUP 1-g (Contra Costa		
County).....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82

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

Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 26.84	15.82
GROUP 1.....	\$ 26.14	15.82
GROUP 1-a.....	\$ 26.36	15.82
GROUP 1-c.....	\$ 26.19	15.82
GROUP 1-e.....	\$ 26.69	15.82
GROUP 1-f.....	\$ 26.72	15.82
GROUP 2.....	\$ 25.99	15.82
GROUP 3.....	\$ 25.89	15.82
GROUP 4.....	\$ 19.58	15.82

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

Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 28.10	15.82
GROUP 2.....	\$ 27.60	15.82

GROUP 3.....	\$ 27.60	15.82
GROUP 4.....	\$ 27.60	15.82
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 27.10	15.82
GROUP 2.....	\$ 26.60	15.82
GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 26.14	15.82
GROUP 2.....	\$ 25.99	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 26.89	15.82
(2) Establishment Warranty Period.....	\$ 20.58	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 25.89	15.82
(2) Establishment Warranty Period.....	\$ 19.58	15.82

FOOTNOTES:

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

LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying,

dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

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

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

or shot crete

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

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

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

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0067-010 07/01/2010

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

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-001 07/01/2009

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

LABO0139-002 07/01/2011

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		

Mason Tender-Brick.....\$ 30.87 14.52

LABO0185-002 07/01/2011

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

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 30.62 14.43

LABO0291-001 07/01/2011

MARIN COUNTY

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 31.87 14.43

PAIN0016-004 01/01/2012

MARIN, NAPA, SOLANO & SONOMA COUNTIES

Rates Fringes

Painters:.....\$ 33.09 19.83

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and
processing of goods for sale or service; steel construction
(bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-005 01/01/2012

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

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 36.24 18.24

PAIN0016-007 01/01/2012

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

	Rates	Fringes
Painters:.....	\$ 28.35	15.74

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

 PAIN0016-008 01/01/2012

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 44.87	17.78

 PAIN0169-004 01/01/2012

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

	Rates	Fringes
GLAZIER.....	\$ 41.88	20.39

 * PAIN0567-001 01/01/2011

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

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

PREMIUMS:

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

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

 PAIN0567-007 07/01/2011

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

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

 PAIN0567-010 07/01/2010

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

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

 PAIN0767-004 01/01/2012

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

	Rates	Fringes
GLAZIER.....	\$ 32.24	18.59

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

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

 PAIN1176-001 07/01/2011

HIGHWAY IMPROVEMENT

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

CLASSIFICATIONS

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

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2012

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

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.25	16.53

PLAS0300-003 07/01/2009

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

PLAS0300-005 06/28/2010

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

PLUM0038-002 07/01/2011

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....\$ 49.09		
	49.09	37.36
(2) All other work - NEW CONSTRUCTION RATE.....\$ 57.75		
	57.75	39.74

 PLUM0038-006 07/01/2011

MARIN & SONOMA COUNTIES

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

 * PLUM0228-001 07/01/2012

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

	Rates	Fringes
PLUMBER.....\$ 36.20	36.20	23.54

 * PLUM0343-001 07/01/2012

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....\$ 30.60	30.60	18.50
All Other Work.....\$ 46.25	46.25	26.45

DEFINITION OF LIGHT COMMERCIAL:

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

hospitals, jails, institutions and industrial projects, regardless size of the project

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

PLUM0350-001 01/01/2011

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

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

PLUM0355-001 07/01/2012

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

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 26.35	8

* PLUM0442-003 07/01/2012

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 35.95	23.79

* PLUM0447-001 07/01/2012

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

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 40.02	22.35
Light Commercial Work.....	\$ 30.48	17.22

* ROOF0081-006 08/01/2011

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 33.16	10.90

 ROOF0081-007 08/01/2011

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

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

 SFCA0483-003 08/01/2011

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

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

 SFCA0669-003 04/01/2012

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

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.03	19.22

 SHEE0104-006 07/01/2009

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

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

 SHEE0104-014 07/01/2009

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

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

 SHEE0162-006 07/01/2011

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

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

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

 SHEE0162-007 07/01/2011

ALPINE COUNTY

Rates Fringes

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

 SHEE0162-008 07/01/2011

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

Rates Fringes

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

 SHEE0162-014 07/01/2011

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

Rates Fringes

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

 TEAM0094-001 07/01/2011

Rates Fringes

Truck drivers:
 GROUP 1.....\$ 27.13 21.09
 GROUP 2.....\$ 27.43 21.09
 GROUP 3.....\$ 27.73 21.09
 GROUP 4.....\$ 28.08 21.09
 GROUP 5.....\$ 28.43 21.09

FOOTNOTES:

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

TRUCK DRIVER CLASSIFICATIONS

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

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

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

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

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

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

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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

Union Identifiers

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

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

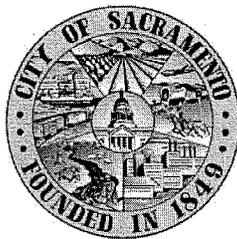
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

=====
END OF GENERAL DECISION



DEPARTMENT OF
TRANSPORTATION

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

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

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

**2012 Federal Street Overlay Project
(PN: R15122021)
Addendum No. 2**

August 24, 2012

To all Potential Bidders:

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

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

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

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

Thank you,

Angela Edwards
Contract Services
Enclosure

**The 2012 Street Overlay Project
(PN: R15122021)
Addendum No. 2**

- Item #1 The Notice to Proceed shall be issued the same week of the contract award. The first chargeable working day shall begin the following Monday after the Notice to Proceed is issued.
- Item #2 General Note Number 1, found on the cover sheet of the plans, references the Cal Trans Standard Plans, dated May 2006. The Standard Plans version shall be changed to the 2010 edition.
- Item #3 The sign-in sheet from the pre-bid meeting is attached.
- Item #4 The bid opening date of August 29, 2012 has not been changed.



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

August 3, 2012

RE: City of Sacramento Construction Contracting Opportunities

The City of Sacramento is currently soliciting bids for the 2012 Street Overlay Project (PN: R15122021). The project will consist, in general, of placing an asphalt concrete overlay on Power Inn Road between Lemon Hill Avenue and Lorin Avenue which includes the following: pavement planing; adjusting maintenance holes and valve boxes to grade; installing traffic signal video detection cameras; replacing existing traffic signal detector loops and related equipment which are damaged or inoperative; and replacing traffic striping.

Bids to be received Wednesday, August 29, 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

The 2012 Street Overlay Project
(PN: R15122021)
August 2, 2012

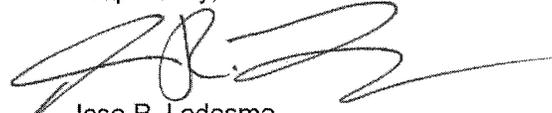
15. California Small Business Entrepreneurs, Inc (CalSBE)
3023 East Myrtle Street, Stockton, CA 95205
16. Sacramento Asian Pacific Chamber of Commerce
2012 H Street, Ste #202, Sacramento, CA 95814
17. Sacramento Black Chamber of Commerce
2655 Del Monte St, West Sacramento, CA 95691
18. Russian Chamber of Commerce
2929 Fulton Ave, Ste #6, Sacramento, CA 95821
19. Builders Exchange of Stockton
7500 West Lane, Stockton, CA 95210

Bidders may obtain the Contract Documents at Signature Reprographics, 620 Sunbeam Avenue, Sacramento, CA 95814, 916-454-0800. A non-refundable fee will be charged. The construction estimate is **\$1,800,000.00** **The City Project Manager is Greg Smith (916) 808-8364.**

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

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

Respectfully,



Jose R. Ledesma
Contracts Manager

Important Special Notice

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

PRE-BID MEETING

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

The conference will be held at:

New Sacramento City Hall

915 I Street, 2nd Floor

Conference Room 2105

Sacramento, CA 95814

Tuesday, August 21, 2012 at 3:00 P.M.

For information regarding the DBE Program, contact **Jose R. Ledesma** at (916) 808-8195

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS
FEDERAL AID PROJECT NO.: **STPL-5002 (158)**
CITY CONTRACT NO.: **R15122021**

NOTICE TO BIDDERS

Sealed proposals and bids for the work entitled:

2012 Street Overlay Project
(PN: R15122021)

will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, 915 I Street (Historic City Hall), 1st Floor, up to the hour of 2:00 P.M., **Wednesday, August 29, 2012**, and will be publicly opened and read at 2:00 P.M., or as soon thereafter as business allows, in Hearing Room on 2nd Floor, 915 I Street (Historic City Hall).

The work to be performed under these Special Provisions consists, in general, of placing an asphalt concrete overlay on Power Inn Road between Lemon Hill Avenue and Lorin Avenue which includes the following: pavement planing; adjusting maintenance holes and valve boxes to grade; installing traffic signal video detection cameras; replacing existing traffic signal detector loops and related equipment which are damaged or inoperative; and replacing traffic striping.

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

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

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

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

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

on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 1st Floor, Sacramento, CA 95814.

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

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

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

**SEALED PROPOSAL AND BIDS
FOR
2012 STREET OVERLAY PROJECT**

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

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

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

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

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of

Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

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

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

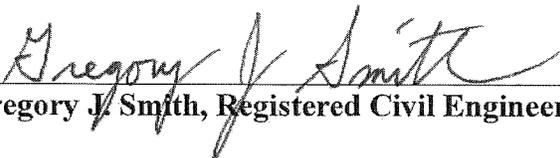
2012 STREET OVERLAY PROJECT

Federal Aid Project No.: STPL-5002 (158)

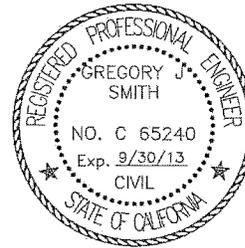
City Project No.: R15122021

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

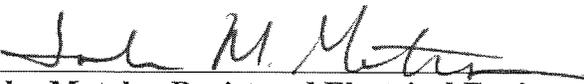
Civil:



Gregory J. Smith, Registered Civil Engineer



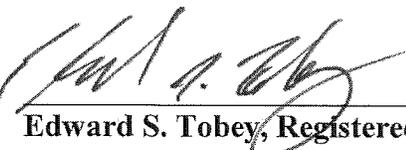
Electrical:



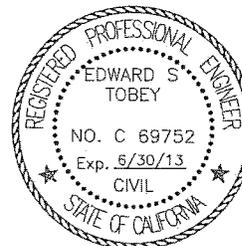
John Matoba, Registered Electrical Engineer



Signing and Striping:



Edward S. Tobey, Registered Civil Engineer



SECTION NO. 1 - SPECIFICATIONS AND PLANS.....	4
SECTION NO. 2 - PROPOSAL REQUIREMENTS AND CONDITIONS.....	6
2-1.01 GENERAL.....	6
2-1.015 FEDERAL LOBBYING RESTRICTIONS.....	6
2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	7
SECTION NO. 3 - AWARD AND EXECUTION OF CONTRACT.....	10
3-1.01 GENERAL.....	10
3-1.02 DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER.....	10
SECTION NO. 4 - BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES.....	10
SECTION NO. 5 - GENERAL.....	11
5.1 LABOR NONDISCRIMINATION.....	11
5.2 PREVAILING WAGE.....	11
5.3 PUBLIC SAFETY.....	12
5.4 BUY AMERICA REQUIREMENTS.....	13
5.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.....	14
5.6 SUBCONTRACTOR AND DBE RECORDS.....	14
5.7 PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES.....	15
5.8 SUBCONTRACTING.....	16
5.9 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.....	16
5.10 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.....	17
5.11 PARTNERING.....	17
5.12 PAYMENTS.....	17
5.13 ENCROACHMENT PERMIT.....	18
5.14 TRAINING.....	18
SECTION NO. 6 - (BLANK).....	18
SECTION NO. 7 - WORKER'S COMPENSATION AND INSURANCE.....	18
7.1 WORKER'S COMPENSATION.....	18
7.2 COMPREHENSIVE AUTO AND GENERAL LIABILITY INSURANCE.....	18
7.3 CERTIFICATE OF INSURANCE.....	19
7.4 WORKER'S COMPENSATION CERTIFICATE.....	19
7.5 FAILURE TO MAINTAIN INSURANCE.....	19
SECTION NO. 8 - MATERIALS (BLANK).....	19
SECTION NO. 9 - GENERAL REQUIREMENTS.....	20
9.1 SCOPE AND LOCATION OF WORK.....	20
9.2 ORDER OF WORK.....	20
9.3 COMPLETION TIME.....	20
9.4 SPECIFICATIONS.....	20
9.5 PROVIDING BONDS AND SURETY.....	20
9.6 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS.....	21
9.7 NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET.....	21
9.8 CERTIFICATE OF COMPLIANCE.....	21
9.9 EQUIPMENT TO BE SUPPLIED.....	22
9.10 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS.....	22
9.11 COORDINATION.....	23
9.12 PROGRESS SCHEDULE.....	24
9.13 PROTECTION OF EXISTING IMPROVEMENTS.....	25
9.14 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE.....	25
9.15 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING.....	28
9.16 PUBLIC NOTIFICATION.....	28
9.17 EQUIPMENT LIST AND DRAWINGS SUBMITTALS.....	28
9.18 PROOF OF COMPLIANCE WITH CONTRACT.....	28
9.19 BACKFILLING OF VOIDS.....	29
9.20 PAVEMENT CUTTING AND RESTORATION.....	29
9.21 PROTECTION OF TREES.....	29
9.22 TREE TRIMMING.....	30
9.23 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED.....	32
9.24 HEALTH AND SAFETY.....	32
9.25 PERMITS AND STAGING AREA.....	32
9.26 EROSION AND SEDIMENT CONTROL.....	33
9.27 CLEANING UP.....	33

9.28	ENCROACHMENT PERMIT	33
9.29	REGIONAL TRANSIT COORDINATION	34
9.30	REMOVAL OF ON-STREET PARKING	34
9.31	TIME BETWEEN PAVEMENT PLANING AND PLACEMENT OF ASPHALT CONCRETE OVERLAY	35
9.32	TEMPORARY PAVEMENT MARKERS.....	35
9.33	SPECIAL CONSTRUCTION CONSIDERATIONS.....	36
SECTION NO. 10 - ITEMS OF THE BID PROPOSAL		38
	ITEM NO. 1 - PAVEMENT PLANING (3.0").....	38
	ITEM NO. 2 - BASE REPAIR.....	39
	ITEM NO. 3 - ASPHALT CONCRETE OVERLAY TO PLACE	41
	ITEM NO. 4 - STORM DRAIN MAINTENANCE HOLE TO LOWER	46
	ITEM NO. 5 - SANITARY SEWER MAINTENANCE HOLE TO LOWER	46
	ITEM NO. 6 - STORM DRAIN MAINTENANCE HOLE TO RAISE	47
	ITEM NO. 7 - SANITARY SEWER MAINTENANCE HOLE TO RAISE	47
	ITEM NO. 8 - MAINTENANCE HOLE HEAD CASTINGS TO SUPPLY AND INSTALL	49
	ITEM NO. 9 - WATER VALVE BOX TO LOWER.....	50
	ITEM NO. 10 - WATER VALVE BOX TO RAISE	50
	ITEM NO. 11 - RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE	51
	ITEM NO. 12 - THERMOPLASTIC TRAFFIC STRIPE (4") TO PLACE.....	52
	ITEM NO. 13 - THERMOPLASTIC TRAFFIC STRIPE (6") TO PLACE.....	52
	ITEM NO. 14 - THERMOPLASTIC TRAFFIC STRIPE (8") TO PLACE.....	52
	ITEM NO. 15 - THERMOPLASTIC TRAFFIC STRIPE (12") TO PLACE.....	52
	ITEM NO. 16 - THERMOPLASTIC PAVEMENT MARKING TO PLACE	52
	ITEM NO. 17 - SIGNS TO PLACE (POST REQUIRED)	53
	ITEM NO. 18 - SIGNS TO PLACE (POST NOT REQUIRED)	53
	ITEM NO. 19 - CHANGEABLE MESSAGE SIGN TO INSTALL.....	54
	ITEM NO. 20 - 6'X6' DETECTOR LOOP TO INSTALL.....	54
	ITEM NO. 21 - DETECTOR HANDHOLE TO INSTALL	55
	ITEM NO. 22 - 1.5" CONDUIT TO INSTALL.....	55
	ITEM NO. 23 - 2" CONDUIT TO INSTALL.....	55
	ITEM NO. 24 - 3" CONDUIT TO INSTALL.....	55
	ITEM NO. 25 - DETECTOR LEAD-IN CABLE TO INSTALL	55
	ITEM NO. 26 - DETECTOR LEAD-IN CABLE TO REMOVE	56
	ITEM NO. 27 - PULL BOX NO. 5 TO INSTALL	56
	ITEM NO. 28 - PULL BOX NO. 6 TO INSTALL	56
	ITEM NO. 29 - INSTALL #10 THW CONDUCTOR.....	56
	ITEM NO. 30 - VIDEO DETECTION CAMERA SYSTEM TO INSTALL	56
	ITEM NO. 31 - NETWORK SWITCH SYSTEM TO INSTALL.....	57
	ITEM NO. 32 - INTEGRATION OF DETECTOR LOOP AND VIDEO DETECTION	58
SECTION NO. 11 - ELECTRICAL WORK PROVISIONS		59
1.1	SCOPE AND LOCATION OF WORK	59
1.2	CITY FURNISHED MATERIAL.....	59
1.3	CONDUIT MATERIAL	59
1.4	CONDUIT INSTALLATION	60
1.5	CONDUCTORS.....	61
1.6	DETECTOR CONDUCTOR LOOP.....	62
1.7	DETECTOR HANDHOLES.....	64
1.8	DETECTOR LEAD-IN CABLES.....	64
1.9	INSPECTION	65
1.10	PULL BOXES.....	65
1.11	VIDEO DETECTION	66
1.12	WIRING.....	71
SECTION NO. 12 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS		73
	Federal Requirements for Federal-Aid Construction Projects (FR-1 through FR-16).....	73
	Final Report of Utilization of Disadvantaged Businesses (Exhibit 17-F).....	73
	Disadvantaged Business Enterprises (DBE) Certification Status (Exhibit 17-O).....	73
SECTION NO. 13 - BID PROPOSAL FORMS		74
	Bid Proposal Checklist.....	74
	Bid Proposal Form	74
	Bid Proposal Guarantee	74
	Drug Free Workplace Policy and Affidavit.....	74
	List of Subcontractors	74
	Non-Discrimination in Employee Benefits Ordinance Certification.....	74
	Minimum Qualifications Questionnaire.....	74
	Equal Employment Opportunity Certification	74

Public Contract Code Section 10285.1 Statement.....	74
Public Contract Code Section 10162 Questionnaire	74
Public Contract Code Section 10232 Statement.....	74
Non Collusion Affidavit.....	74
Debarment and Suspension Certification	74
Nonlobbying Certification for Federal-Aid Contracts.....	74
Disclosure of Lobbying Activities Form and Instructions.....	74
Local Agency Bidder - DBE Commitment (Exhibit 15-G).....	74
DBE Information – Good Faith Efforts (Exhibit 15-H)	74
Excerpts from the California Labor Code Relating to Apprentices on Public Works	74
Duns Form	74
Green Contracting Survey.....	74
Title VI Language	74
Bidders List (Exhibit 12-G, Part I & II)	74
SECTION NO. 14 - CONTRACT FORMS	75
Agreement	75
Performance Bond.....	75
Payment Bond	75
Worker's Compensation Certification	75
Construction & Demolition Debris Recycling Requirements	75
Pay Request Application.....	75
Schedule of Values.....	75
Guarantee	75
NTP Sample	75
SECTION NO. 15 - SCHEDULE OF WAGES DATED JULY 13, 2012	76
APPENDIX A.....	77
SACRAMENTO COUNTY ENCROACHMENT PERMIT	77
APPENDIX B.....	78
CORE LOCATIONS AND MEASUREMENTS.....	78

**SPECIAL PROVISIONS
FOR
2012 STREET OVERLAY PROJECT**

**FEDERAL PROJECT NO.: STPL-5002 (158)
(PN: R15122021)**

SECTION NO. 1 - SPECIFICATIONS AND PLANS

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

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

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

Definitions of Terms

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

DEFINITIONS AND TERMS

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

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

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

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

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

State or State of California: The City of Sacramento.

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

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

State Standard Specifications: Means the 2010 edition of the Standard Specifications of the State of California, Department of Transportation.

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

Attorney General: City Attorney, City of Sacramento

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

SECTION NO. 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

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

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

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

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

2-1.015 FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal of **37.31%**.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

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

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

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

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

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

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55 (d)(1) through (4) and (6).

DBE Commitment Submittal

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

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

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

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

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

Good Faith Efforts Submittal

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

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

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

The agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

SECTION NO. 3 - AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

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

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

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

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within 15 calendar days after award of contract by City. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Jose Ledesma, City of Sacramento, Department of Public Works, 915 I Street, Room 2000 Sacramento, CA 95814

3-1.02 DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the successful bidder must provide the Agency a D-U-N-S number.

Complete and sign the Data Universal Numbering System (D-U-N-S) Number form included in the contract documents. This form must be submitted with the executed contract.

If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at:

<http://dnb.com/us/>

If you fail to submit this information with the executed contract, the City of Sacramento will not approve the contract.

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

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

The Contractor shall diligently prosecute the work to completion before the expiration of **TWENTY (20) working days** beginning on the day designated in the Notice to Proceed. Work will be performed as specified in Section 9.2 "Order of Work" of these Special Provisions. **Work completion includes all functional and acceptance tests to the satisfaction of the City.**

Should said work not be completed to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento a sum of Nine Hundred Ten dollars (\$910.00) as liquidated damages for each calendar delay after the expiration of such period until acceptance of the said work by the City and its delivery to the City.

SECTION NO. 5 - GENERAL

5.1 LABOR NONDISCRIMINATION

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

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

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

5.2 PREVAILING WAGE

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

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

Payment of prevailing wage must be documented through submission of certified payroll records for the prime contractor and lower tier subcontractors.

Electronic Web submittal of Labor Compliance Reports began effective May 1, 2007.

Each contractor and every lower-tier subcontractor is be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

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

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this

project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

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

5.3 PUBLIC SAFETY

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

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

- A. Excavations. – The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 1 foot deep.
 - 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 1 foot in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 - 6. Excavations protected by existing barrier or railing.

- B. Temporarily Unprotected Permanent Obstacles. – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

- C. Storage Areas. – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

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

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

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

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

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

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

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

5.4 BUY AMERICA REQUIREMENTS

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

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The

Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

5.6 SUBCONTRACTOR AND DBE RECORDS

Use each DBE subcontractor as listed on the List of Subcontractors form and the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, forms unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form. Submit it within 90 days of contract acceptance. The Agency withholds \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

5.7 PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES

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

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulate a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor’s license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

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

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

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form unless it is performed or supplied by the listed DBE or an authorized substitute.

5.8 SUBCONTRACTING

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

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

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

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

5.9 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

5.10 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

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

5.11 PARTNERING

The City of Sacramento will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the City of Sacramento and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator, and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5.12 PAYMENTS

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

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

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

5.13 ENCROACHMENT PERMIT

A portion of this project falls within County of Sacramento jurisdiction on Power Inn Road between Junipero Street and Lorin Avenue. The west side of the street is City right-of-way and the east side of the street is County right-of-way. Prior to start of work within County right-of-way or work affecting County facilities, the Contractor will be required to activate the Sacramento County encroachment permit # ENUC2012-00142 found in Appendix A of these Specifications. The Contractor shall schedule a pre-construction meeting to start this permit by calling CMID at (916) 875-2707.

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

5.14 TRAINING

For the Federal training program, the number of trainees or apprentices is 0 (zero).

SECTION NO. 6 - (BLANK)

SECTION NO. 7 - WORKER'S COMPENSATION AND INSURANCE

7.1 WORKER'S COMPENSATION

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

7.2 COMPREHENSIVE AUTO AND GENERAL LIABILITY INSURANCE

Contractor must provide sufficient broad coverage to include:

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

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

7.3 CERTIFICATE OF INSURANCE

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

7.4 WORKER'S COMPENSATION CERTIFICATE

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

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

7.5 FAILURE TO MAINTAIN INSURANCE

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

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

SECTION NO. 8 - MATERIALS (BLANK)

SECTION NO. 9 - GENERAL REQUIREMENTS

9.1 SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists, in general, of placing an asphalt concrete overlay on Power Inn Road between Lemon Hill Avenue and Lorin Avenue which includes the following: pavement planing; adjusting maintenance holes and valve boxes to grade; installing traffic signal video detection cameras; replacing existing traffic signal detector loops and related equipment which are damaged or inoperative; and replacing traffic striping.

9.2 ORDER OF WORK

The Contractor shall refer to SECTION NO. 9.31 "TIME BETWEEN PAVEMENT PLANING AND PLACEMENT OF ASPHALT CONCRETE OVERLAY" and SECTION NO. 9.33 "SPECIAL CONSTRUCTION CONSIDERATIONS" for order of work requirements.

9.3 COMPLETION TIME

The time limit for the completion of all items of work is **Twenty (20) working days**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall pay a sum in the amount of **Nine Hundred Ten dollars (\$910.00)** as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of **Twenty (20) working days**.

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

9.4 SPECIFICATIONS

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

9.5 PROVIDING BONDS AND SURETY

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

9.6 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

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

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

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

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

To enter facility:

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

To exit facility:

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

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

9.8 CERTIFICATE OF COMPLIANCE

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

9.9 EQUIPMENT TO BE SUPPLIED

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

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

9.10 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

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

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

1. All work is to be completed in accordance with the following regulations and requirements:
 - a. Chapter 6.5, Division 20, California Health and Safety Code.
 - b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials. 29 Code of Federal Regulation 1910.120 relating to Hazardous Waste Operation Safety Training.
 - c. City of Sacramento Building Code and the current edition of the Uniform Building Code.
2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.
3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. NO payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

None of the aforementioned provisions shall be construed to relieve the Contractor from the Contractor's responsibility for the health and safety of all persons (including employees) and

from the protection of property during the performance of the work. This requirement shall be applied continuously and not be limited to normal working hours.

9.11 COORDINATION

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

1. At a minimum the Contractor shall coordinate his operations with the following:

- City Traffic Signal and Street Lighting Maintenance Shop
Contractor shall notify Norm Colby, via the Resident Engineer, a minimum of five (5) working days before any electrical work begins at 808-6635.
- City Fire Alarm
Contractor shall notify Doug Crawford, at 798-0673 or 277-6133, a minimum of five (5) working days prior to beginning work at each location.
- Underground Service Alert
Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.
- Sacramento Municipal Utility District (SMUD)
Contractor shall contact Michelle Zuniga, SMUD, at (916) 732-5726, at least 2 months before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured.
- Pacific Bell
Contractor shall contact Astrid Willard at (916) 453-6136 forty-eight hours (48) before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by Pacific Bell, or before any overhead line heights need to be measured.
- Pacific Gas and Electric (PG&E)
Contractor shall contact David Allen, Senior Field Engineer Technician for PG&E, at (916) 386-5277, and Larry Schlaht at (916) 386-5371 at least 7 calendar days before start of construction.

2. A minimum of seven (7) calendar days prior to commencing work, the Contractor shall coordinate operations with the following City Divisions:

- City Waste Removal Division, Superintendent of Collection or Refuse Collection General Supervisor (808-4952).
- Street Division, Street Cleaning Section General Supervisor (808-6333).

- A minimum of three (3) working days prior to commencing work, the Contractor shall also be responsible for coordinating all works with the following City Divisions:
- City Public Media and Communications Specialist, Linda Tucker (808-7523).
- The Police and Fire Department Communication Center (808-5034).
- The City Traffic Signs and Markings Shop (808-6363).
- Tree Services Division, Parks Superintendent (808-6345)
- Department of Utilities (808-5371)
- Streets Division (808-6336)
- City Traffic Engineering Services (808-5307).

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

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

9.12 PROGRESS SCHEDULE

The Contractor shall submit to the Engineer a progress schedule in accordance with Section 7-2 of the Standard Specifications showing the order in which the Contractor proposes to carry out the work, the dates on which he will start all features of the work, and the anticipated dates for completing the prominent features. Thereafter, **on Thursday of every week**, a weekly revised progress schedule showing any changes to the original shall be submitted to the Engineer and the City Divisions listed under "Coordination with City Divisions". The revised schedule shall also be furnished to all public utility companies having facilities, which are affected by the work, within the time frame specified above.

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

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

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

9.13 PROTECTION OF EXISTING IMPROVEMENTS

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

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

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

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

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

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

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

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

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

9.14 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.

The contractor shall ensure the utility services to customers in the project are maintained.

Sufficient traffic control devices, including signs and flaggers, shall be utilized to route traffic and minimize impacts on the general public.

The contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles affected by the construction work.

For emergency purposes, the responsible person in charge of the work must be reachable by phone 24 hours a day during the progress of the work. A 24-hour phone number shall be indicated on the permit application.

Skid resistant steel plates or other approved methods shall be used to cover all open excavations in the roadways and sidewalks at all times during construction.

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

1. No work will be allowed if the Contractor does not adhere to these traffic control guidelines.
2. During the planing operation a minimum of two flaggers per intersection for two-way streets (one flagger per intersection for one way streets) shall be positioned at one intersection ahead of the grinding machine and one intersection behind the grinding machine. If the Contractor fails to position flaggers per these guidelines, the Contractor

shall pay \$500 per each flagger that's not provided as administrative penalty, for each day the work is being performed.

3. During the paving operation a minimum of two flaggers per intersection for two-way streets (one flagger per intersection for one way streets) shall be positioned at three consecutive intersections ahead of the paver and three consecutive intersections behind the paver. If the Contractor fails to position flaggers per these guidelines, the Contractor shall pay \$500 per each flagger that's not provided as administrative penalty, for each day the work is being performed.
4. During planing, paving, base repair, traffic signal loop installation, lowering and raising iron and striping two-way traffic must be maintained at all times, unless otherwise approved by the Engineer. All streets shall have a minimum of one (1) twelve (12) foot wide lane open to traffic in each direction at all times. If the Contractor cannot maintain two lanes of traffic, the Contractor may reduce flow to one twelve feet (12') lane with flag persons and delineation in accordance with the MUTCD. The Contractor shall provide the Engineer with one week of advanced notice for any special closure or detour considerations, which should be included in the required traffic control plan.

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

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

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

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.

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

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

9.15 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING

The Contractor is responsible for providing traffic control and handling for the City survey crew for all Contractor staking requests that require stakes within the vehicle travel lanes. The cost to provide traffic control and handling for construction staking in the vehicle travel lanes shall be included in the bid items the Contractor deems appropriate.

9.16 PUBLIC NOTIFICATION

The Contractor shall be required to notify residents/businesses adjacent to the work a minimum of three (3) working days and a maximum of one week in advance of starting work with a City supplied door hanger. The Contractor may be required to contact business owners in person to explain the work schedule as determined by the engineer. The notification shall be consistent with the weekly progress schedule submitted every Thursday of the week. The contractor shall be responsible for keeping a log of the dates notifications were delivered. The Contractor will be responsible for inserting the date of work on which a street will be pavement planed and/or paved on each flyer. Any changes in the Contractor's schedule will require that re-notification take place at the Contractors expense. The Contractor shall be given 100 door hangers and it is the Contractor's responsibility to obtain, at his expense, additional standard City flyers. **No work will be permitted until the public has been notified**

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

9.17 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

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

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

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

All substitutions are subject to the approval of the Engineer.

9.18 PROOF OF COMPLIANCE WITH CONTRACT

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

9.19 BACKFILLING OF VOIDS

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

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

9.20 PAVEMENT CUTTING AND RESTORATION

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

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

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

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

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

9.21 PROTECTION OF TREES

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

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

If, during construction, tree roots two inches (2") in diameter or greater are encountered, work shall stop immediately and the City Arborist shall be contacted for a root inspection, and roots shall not be cut without arborist approval. Roots approved by the arborist to be pruned during the

course of project construction shall be cleanly cut. If extensive root pruning is proposed an arborist inspection will determine if tree removal is necessary.

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

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

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

9.22 TREE TRIMMING

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

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

Contractor shall be aware of and shall comply with all ordinances governing and related to tree trimming work. Contractor shall furnish all labor, materials and equipment as required in performing the work described herein in strict accordance with these specifications and subject to the terms and conditions of this contract.

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

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

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

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

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

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

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

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

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

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

Tree trimming shall include the removal of any limbs or brush from limbs in order to achieve a clear space of at least six foot (6') radial distance from each luminaire. The results of the tree trimming shall produce an unobstructed cone of light that will illuminate a semicircle on the street at street level. The semicircle shall have a radius of forty feet (40') minimum on the street from the electrolier base. The unobstructed cone of light shall also illuminate an area at sidewalk level on the house side of the electrolier. This illuminated area shall extend fifteen feet (15') minimum from the base of the electrolier.

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

Any dead wood and broken limbs encountered in the pruning operations shall be removed. Dead wood shall be defined as any portion of the tree having no living foliage, no live buds or no apparent life in the cambium layer. Final cuts on dead limbs shall not cut into the branch bark ridge or branch collar of the parent limb. Dead limbs larger than three-fourths of one inch (3/4")

in diameter shall be removed by sawing. Broken limbs shall be removed except where branches have split and one portion of the branch can be saved by pruning to reduce lateral end weight.

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

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

9.23 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED

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

9.24 HEALTH AND SAFETY

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

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

The Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands or waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in the opinion of the Engineer, the Contractor fails to adequately follow the above guidelines, he will make arrangements to have the work done by others, and have the cost charged to the Contractor.

9.25 PERMITS AND STAGING AREA

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

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

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

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

9.26 EROSION AND SEDIMENT CONTROL

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

9.27 CLEANING UP

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

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

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

9.28 ENCROACHMENT PERMIT

A portion of this project falls within County of Sacramento jurisdiction on Power Inn Road between Junipero Street and Lorin Avenue. The west side of the street is City's right-of-way and the east side of the street is County right-of-way. Prior to start of work within the County's right-of-way or work affecting County facilities, the Contractor will be required to activate the Sacramento County encroachment permit # ENUC2012-00142 found in Appendix A of these Specifications. The Contractor shall schedule a pre-construction meeting to start this permit by calling CMID at (916) 875-2707.

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

9.29 REGIONAL TRANSIT COORDINATION

At least three (3) working days prior to working on streets used as bus routes, the Contractor shall notify the Regional Transit (RT) Dispatcher at 321-2897 and notify RT that traffic restrictions will be in effect and that bus stops may be temporarily out of service.

The Contractor shall obtain a Track Warrant through RT Metro when working near RT light rail tracks. Contact Sharon Fultz in RT's Real Estate Department at 556-0308 for details. The tracks shall remain active during construction.

9.30 REMOVAL OF ON-STREET PARKING

In locations where the Contractor's operations require removal of on-street parking:

1. In Metered Parking Areas:

Forty-eight (48) hours prior to construction, the Contractor shall place 11" x 17" red and white signs on construction paper adjacent to every fourth parking stall stating "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block."

Three (3) hours prior to construction, the Contractor shall cover each parking meter with a "NO PARKING" sign, and the signs previously placed adjacent to every fourth stall shall be mounted on a barricade and moved into the stall.

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

The Contractor shall coordinate parking removal with the City Parking Division (264 5874). There is no charge for removal of metered parking spaces used during construction activities. However, metered parking spaces removed and not used during the day's construction will be charged to the Contractor. The Parking Division shall determine which meters were removed and not used on a given day and make said charges.

2. In Non-Metered Parking Areas:

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

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

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

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

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

9.31 TIME BETWEEN PAVEMENT PLANING AND PLACEMENT OF ASPHALT CONCRETE OVERLAY

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

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

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

9.32 TEMPORARY PAVEMENT MARKERS

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

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

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

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

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, telephone (818) 359 9248.

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

At the direction of the Engineer, Temporary pavement striping may be required.

After paving and or planing, temporary pavement markers shall be placed on all existing striped streets that are opened to public traffic prior to final striping in accordance with the striping diagrams. 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 expense.

When no longer required for the work as determined by the Engineer, temporary pavement markers shall be removed in accordance with the provisions in Section 15-2, "Miscellaneous Highway Facilities," of the State Standard Specifications, except as otherwise provided herein. If the temporary pavement markers to be removed are on surfacing that is to be removed, the temporary pavement markers may be removed and disposed of in conjunction with the removal of the surfacing, providing such pavement markers do not interfere with the required traffic lane delineation, as determined by the Engineer.

The 14-day waiting period for placing pavement markers on new asphalt concrete surfacing shall not apply to temporary pavement markers.

Full compensation for furnishing, placing, maintaining, removing, and disposing of temporary pavement markers shall be considered as included in the prices paid for the various contract items and no additional compensation will be allowed therefore.

9.33 SPECIAL CONSTRUCTION CONSIDERATIONS

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

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

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

The Contractor is hereby notified of the following special construction considerations:

Power Inn Road between Lorin Avenue and Lemon Hill Avenue

- Coordinate with County to activate County Encroachment Permit (see Appendix A)
- Perform all electrical work, except detection loop installation, prior to planing the roadway. Video detection shall be in operation before planing work begins.
- Perform all base repairs prior to planing operations.
- Lower all maintenance holes and water valves prior to planing operations.
- Plane the entire roadway segment to a depth of 3.0 inch from the lip of gutter on both sides of street.
- Perform all detection loop installation prior to placement of asphalt concrete overlay.
- Place 3.0 inches of asphalt concrete overlay.
- Raise all maintenance holes and water valves after resurfacing operations.
- Place striping and markings after raising of maintenance holes and water valves.

SECTION NO. 10 - ITEMS OF THE BID PROPOSAL

ITEM NO. 1 - PAVEMENT PLANING (3.0")

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

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

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

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

end of each working day and prior to placing temporary striping. The contractor shall have a separate power sweeper for every grinding machine used throughout the operation.

7. Extreme care shall be exercised to avoid spillage of grindings into drain inlets and rail tracks. Any such spillage shall be promptly removed. All vegetation shall be removed from the gutter lip and other street areas to be resurfaced.
8. The grindings shall become the property of the Contractor and disposed of off-site.
9. Contractor shall provide means for temporary lane delineation, including centerline (yellow) and/or lane lines (white), between the time of grinding operations and roadway paving. Temporary lane delineation shall consist of pavement markers, painted stripes or other means approved by the Engineer.
10. 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 square yard and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in pavement planing as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 2 - BASE REPAIR

This item shall consist of removing and replacing asphalt concrete, base, and native material in designated areas as shown in the Plans and as directed by the Engineer.

For all areas requiring base repair, the contractor shall grind the existing asphalt concrete pavement and underlying base to a depth of 8" or match existing pavement thickness, whichever is greater, or as directed by the Engineer. The resultant excavation shall be backfilled with Type "A" asphalt concrete as specified in these special provisions and as directed by the Engineer. Asphalt concrete and emulsion tack-coat shall conform to these Special Provisions.

Cut lines with the existing pavement that is to remain shall be vertical, straight, and uniform having a clean, sharp edge. Cut lines shall be constructed parallel and/or at right angles to the direction of traffic flow.

The subgrade material remaining in place shall be graded to a plane, brought to optimum moisture content, and the upper one-half foot (0.5') compacted to not less than ninety-five percent (95%) relative compaction. Areas of the grading plane that are low as a result of over excavation shall be filled, at the Contractor's expense, with Type "A" asphalt concrete.

Base repair shall conform to 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 nominal compacted thickness is specified in the Special Consideration Section these Special Provisions. The actual base repair thickness shall not vary more than one-quarter inch (1/4") from the nominal thickness specified.

2. Type A, $\frac{3}{4}$ " maximum aggregate, coarse shall be used in base repair as specified in the Special Considerations Section of these Special Provisions. Asphalt binder to be mixed with the aggregate shall be performance graded asphalt binder PG 70-10 and shall conform to Section 92-1.02(B) of the State Standard Specifications. The Contractor shall be responsible for furnishing to the Engineer the design of a job mix formula, which shall be prepared by an approved testing laboratory.
3. Placement of asphaltic concrete shall not occur until the Contractor has received approval of the job-mix formula (including test results) submitted in accordance with the Standard Specifications, and these Special Provisions.
4. Where directed by the Engineer, suitable feathered connections to existing pavement shall be made using a No. 4 maximum grading aggregate or a $\frac{3}{8}$ " maximum grading aggregate, in conformance with State Specifications, Section 39.
5. Transverse paving joints shall be checked with a ten-foot straight edge. When a ten foot straight edge is placed across the transverse joint and parallel to the street centerline, the transition between finished surface and existing pavement shall not vary more than one-quarter inch ($\frac{1}{4}$ ") 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 $\frac{1}{8}$ ". Conformance to this requirement shall be checked by measuring the elevation difference between the existing pavement and the bottom edge of a four foot (4') straight edge. The straight edge shall be placed on the new asphaltic concrete surface in a direction perpendicular to the street centerline, and with one end directly over the joint. It shall be held to the new pavement such that the greatest portion of its length abuts the pavement surface.

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

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

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

7. The Contractor shall cooperate with City forces in establishing a rolling pattern that will insure the obtainment of the maximum possible density in the compacted asphaltic concrete surface in accordance with Section 22-8 of the Standard Specifications. Where the specified thickness of AC to be placed exceeds two and a half inches (2.5"), or where directed by the Engineer, compaction shall be achieved in two lifts. Compaction around the ends of median islands shall be achieved by the use of a hand operated vibrating plate type compaction device immediately after placement of the asphaltic concrete.
8. Immediately after compaction operations are completed, the Contractor shall place, in a neat line, yellow temporary reflective raised pavement markers to delineate previously existing centerlines, and white temporary reflective raised pavement markers to delineate existing travel lanes. The temporary pavement markers shall be, at the option of the Contractor, one of the removable types listed elsewhere in these Special Provisions, or approved equal. Markers shall be spaced at a minimum of 25' and a maximum of 50' apart or as directed by the Engineer. All work necessary, including any lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor.

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

9. All travel lanes shall be paved substantially equal at the end of the day.
10. Excavated material shall be the property of the Contractor and shall be disposed of away from the project site. The Contractor shall have written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.
11. Measurement for payment for excavation of base repair areas and placement of asphalt concrete shall be based upon the weight of the asphalt concrete placed.

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

ITEM NO. 3 - ASPHALT CONCRETE OVERLAY TO PLACE

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

1. The Contractor shall use a thirty foot (30') leveling ski on the free floating edge of the paving machine unless otherwise approved.

2. Paving work shall be continuous non-stop operation with delivery trucks arriving in a uniform manner.
3. The Contractor shall submit to the Engineer a written construction plan to be used for every street segment throughout the project. This plan shall include: sweeping and cleaning equipment, paving equipment and speed; breakdown and finish roller type; roller speed and number of passes required; amplitude and period of roller vibration (if used); truck haul route; number of trucks and rate of material delivery. No Paving will be allowed until the written construction plan is approved.
4. The Contractor shall fill and level all surface irregularities and ruts to insure compliance with specified tolerances prior to paving.
5. Night time operations, if any, shall have sufficient lighting on the paving machine, rollers, and other equipment or areas for adequate inspection of the work and safe operation. The adequate lighting level shall be evaluated at the sole discretion of the Engineer.
6. Tack coats shall be in conformance with the requirements of Section 39 "Paint Binder (tack coat)" of the State Specifications. A tack coat shall be applied to all planed surfaces, paved surfaces to be resurfaced, vertical surfaces of existing pavements, curbs, gutters, and construction joints, and other surfaces as directed by the Engineer.
7. Tack coats shall be SS-1 asphalt emulsion unless otherwise approved. The proportion of SS-1 and water shall be 80/20, or as determined by the engineer, and shall be applied to the surface at an application rate from .02 to 0.10 gallons per square yard. Typical application rates vary from .05 gallons per square yard for smooth finished surfaces to .10 gallons per square yard for planed pavement surfaces.
8. Prior to applying tack coat, the street surface shall be swept clean by brooming or washed clean to the satisfaction of the Engineer. The length of the tack coat placed in advance of the paving operation shall be determined by the Engineer to minimized degradation of the tack coat by vehicular traffic. Under cold weather conditions, the Engineer may approve the use and application rate of viscosity grade AR-4000 or AR-8000 paving asphalt as a tack coat.
9. The material shall be brought to the site of the work in suitable vehicles so equipped that they will operate properly with the spreading equipment being used. The Engineer shall have the right to remove any vehicle from service which is not operating satisfactorily in the spreading of the material. Tarpaulins shall be provided for all trucks and shall be used whenever the Engineer may direct.
10. Asphaltic concrete shall not be placed on a wet base or subgrade, and the ambient air temperature shall be 50°F. and rising. The temperature of the mix shall not exceed 325°F. nor shall it be laid at a temperature below 260°F unless specifically authorized by the Engineer.

11. When placing an adjacent pass, asphalt concrete shall be placed when the temperature of the adjacent pass is above 120°F.
12. The nominal compacted thickness for each location is specified in the street overlay quantities list included in the Appendix of these Special Provisions. The actual overlay thickness shall not vary more than one-quarter inch (1/4") from the nominal thickness 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, 3/4" 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 kecutting and planed pavement conforms shall be performed by a method approved by the Engineer, and will not be paid separately but will be considered as included in the prices paid per ton of asphalt concrete.**
16. Where directed by the Engineer, suitable feathered connections to existing pavement shall be made using a No. 4 maximum grading aggregate or a 3/8" maximum grading aggregate, in conformance with State Specifications, Section 39.
17. Transverse paving joints shall be checked with a twelve-foot straight edge. When a twelve foot straight edge is placed across the transverse joint and parallel to the street centerline, the transition between finished surface and existing pavement shall not vary more than one-quarter inch (1/4") from the bottom of the straight edge.

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

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

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

18. Longitudinal paving joints shall coincide with the edges of proposed traffic lanes, except that on streets in which traffic striping tape is to be inlaid, longitudinal joints shall be constructed at a one foot (1') offset from the lane line. The Engineer may permit other patterns of placing longitudinal joints if he considers that such patterns will not adversely affect the quality of the finished product. Longitudinal joints shall not coincide with the wheel paths of traffic.
19. Spreading and compacting requirements shall be in conformance with Section 39 of the State Specifications except as noted herein. Compaction shall be subject to density testing in accordance with California Test Methods 304 and 308.
20. Contractor shall furnish a minimum of two (2) ten (10) ton steel wheel rollers and one (1) twelve (12) ton pneumatic tired roller unless otherwise approved by the Engineer. Vibratory rollers may be substituted when approved by the Engineer. At major intersections a third roller shall be used when directed by the Engineer. The initial vibrating or breakdown rolling of surface course shall be followed by additional rolling consisting of three (3) complete coverage with a pneumatic-tire roller, while the temperature of the mixture is at or above 150° F. The final rolling of surface course shall be performed with a ten (10) ton, two (2) axle tandem roller.
21. Asphalt concrete shall be compacted between a minimum of 92 percent and a maximum of 97 percent of Maximum Theoretical Density as determined by the American Society of Testing Materials (ASTM) D-2041 and in accordance with Section 22-8 of the Standard Specifications. Where the specified thickness of AC to be placed exceeds three inches (3"), or where directed by the Engineer, compaction shall be achieved in two equal lifts. Compaction around the ends of median islands shall be achieved by the use of a hand operated vibrating plate type compaction device immediately after placement of the asphaltic concrete.
22. When a straightedge twelve feet (12') long is laid on the finished surface and parallel with the center line, the surface shall not vary more than 0.01-foot from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02-foot are present when tested with a straightedge twelve feet (12') long laid in a direction transverse to the center line and extending from edge to edge of a twelve foot (12') traffic lane. Contractor shall conform

to the tolerance requirements of this specification unless otherwise approved by the Engineer in writing prior to the start of work. Contractor shall request information regarding tolerances for streets having a parabolic section prior to the start of work.

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 (1½") 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 the Engineer. All work necessary, including any lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor.

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

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

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

The amount paid shall be at the unit price bid times the pay factor. For lots with average densities of 91.9% or less, the Engineer reserves the right to deem the lot as not acceptable and require the work to be removed and reconstructed. Unless otherwise approved by the Engineer, lots with average densities of less than 89% relative compaction shall be removed and reconstructed.

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

ITEM NO. 4 - STORM DRAIN MAINTENANCE HOLE TO LOWER

ITEM NO. 5 - SANITARY SEWER MAINTENANCE HOLE TO LOWER

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

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

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

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

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

ITEM NO. 6 - STORM DRAIN MAINTENANCE HOLE TO RAISE

ITEM NO. 7 - SANITARY SEWER MAINTENANCE HOLE TO RAISE

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

1. Maintenance hole lowering in any section of street shall be fully completed prior to milling.
2. Maintenance hole heads shall be brought to the new grade by raising the head in conformance with Paragraph 25-4 of the Standard Specifications, except that when the space between the top of the excavated maintenance hole and the bottom of the casting to be set exceeds three inches (3"), the space shall be reduced to one inch (1") or less by the use of grade rings. The requirement for adding or removing risers to keep the maintenance hole head between six inches (6") and eighteen inches (18") from top of cone to finish grade may be waived upon approval of the Engineer.

The use of separate extension ring castings will not be permitted.

3. Maintenance hole heads lowered or removed and covered under the item "Maintenance Hole to Lower" shall have the maintenance hole heads reinstalled (if necessary) and raised to the grade of the new surface under this item.
4. Excavations to install maintenance hole heads previously lowered or removed, or to raise maintenance hole heads to the new pavement grade, shall be such that there is a minimum of one foot (1') clear space between the rim of the casting to be installed and the circumference of the excavated pavement. The minimum depth of the annular region formed shall be two inches (2") below the finish grade of the casting flange.

In all other aspects, removal of existing heads to be raised shall conform to the item "Maintenance Hole to Lower".

5. Castings shall be thoroughly cleaned of all loose or cracked Portland Cement Concrete prior to reinstallation, and the excavated area and casting shall be thoroughly wetted prior to receiving mortar or concrete. The mortar and concrete used shall be hand placed or shovel sliced so that all voids between the existing head and casting are filled.
6. Asphalt patch shall consist of 3/8" maximum aggregate in conformance with Section 39.202 of the State Specifications.
7. The finished grade of the maintenance hole head and asphaltic concrete placed around it shall be checked with a straight edge. When a straight edge of sufficient length to span the diameter of the cut pavement surface is placed across the center of the maintenance hole, in either a perpendicular or parallel direction with respect to the street centerline, the distance between the bottom of the straight edge and either the top of the casting, existing pavement surface, or asphaltic concrete in the annular region, shall not exceed one-quarter inch (1/4") when measured within the outer circumference of the annular region.
8. Maintenance hole raising or lowering in any section of street shall be fully completed during the workday so as to permit full use by traffic at the end of the workday.
9. Raising maintenance hole heads must be completed within 10 working days of placing the asphaltic concrete overlay. All debris, which enters the maintenance hole as a result of this operation, shall be removed immediately after raising the maintenance holes. The Contractor is responsible for damage done to traffic striping placed by another Contractor.

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 8 - MAINTENANCE HOLE HEAD CASTINGS TO SUPPLY AND INSTALL

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

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

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

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

ITEM NO. 9 - WATER VALVE BOX TO LOWER

Water valve boxes shall be temporarily lowered (or removed and the hole covered so as to support traffic) below the grade of the planed surface and covered with asphalt concrete. Asphaltic concrete shall be compacted prior to opening lane to traffic. In all other respects, this item shall conform to the item "Maintenance hole to Lower" bid item found elsewhere in these Special Provisions.

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

ITEM NO. 10 - WATER VALVE BOX TO RAISE

Water valve boxes shall be raised to the grade of the new pavement surface. This item shall also include furnishing and placing new water valve boxes and steel standpipes (risers) and liners as required by the Engineer. All debris, which enters the water valve box as a result of this operation, shall be removed immediately after raising the water valve box. All work shall meet the applicable requirements of Sections 27 and 38 of the Standard Specifications, and these Special Provisions.

1. The Contractor will notify the Division of Water (433-5271) one (1) week prior to planning or key cutting of City streets.
2. The Contractor shall provide to the Engineer for his review and approval swing tie measurements to all existing water valves, as specified in "Maintenance Hole to Lower," prior to beginning work on a street.
3. 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.
4. Existing cast iron water valve boxes may be reused if the valve box covers and framers are not damaged, deficient or broken. Installation shall be in accordance with details SD-10 and SD-11 of Section 38 of the Standard Specifications. All other valve boxes shall be replaced with a new valve box conforming to detail SD-9 and installed in accordance with detail SD-11. Unused water valve boxes shall become the property of the Contractor and shall be disposed of away from the project site.

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

5. All standpipes shall extend a minimum of two inches (2") into the raised water valve boxes. Extension of eight-inch (8") diameter standpipes not meeting this requirement

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

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

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

ITEM NO. 11 - RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE

Raised reflective pavement markers shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

The cost of removing existing raised reflective pavement markers shall be included in this item of work.

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

ITEM NO. 12 - THERMOPLASTIC TRAFFIC STRIPE (4") TO PLACE

ITEM NO. 13 - THERMOPLASTIC TRAFFIC STRIPE (6") TO PLACE

ITEM NO. 14 - THERMOPLASTIC TRAFFIC STRIPE (8") TO PLACE

ITEM NO. 15 - THERMOPLASTIC TRAFFIC STRIPE (12") TO PLACE

ITEM NO. 16 - THERMOPLASTIC PAVEMENT MARKING TO PLACE

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

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

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

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

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

Measurement

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

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

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

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

incidentals and for doing all work involved with placing traffic stripes and markings as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 17 - SIGNS TO PLACE (POST REQUIRED)

ITEM NO. 18 - SIGNS TO PLACE (POST NOT REQUIRED)

Roadside signs and markers shall be installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-2, "Roadside Signs," of the State Standard Specifications and these special provisions.

Signage

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.

Street Signs

Sign posts shall be on two-inch galvanized Schedule #40 steel posts conforming to Section 10-38 (2, 5 and 10) of the City's Standard Specifications. All posts shall have a Minimum Resisting Moment of 400 foot-pounds. All posts shall be capped. Post caps may be aluminum or galvanized steel. Bolts and miscellaneous metal hardware shall be galvanized or plated after fabrication in conformance with Section 75-1.05 "galvanizing" of the State of California, Department of Transportation Standard Specifications.

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, 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.

Signs shall be mounted as follows:

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.

Signal and Street Light Poles

Place a 3/4 inch stainless steel banded strap and appropriate hardware both top and bottom of each sign.

Sign panels shall be not less than 0.080 inches thick aluminum panels. Sign facings shall be manufactured at high intensity grade (encapsulated lens type with heat activated adhesive or pressure sensitive) reflective sheeting except that sheeting for street name signs, R1, R2 and W

series signs shall be 3M VIP Diamond Grade or approved equal. Signs shall meet the standards set forth in the California Department of Transportation Traffic Manual. A 3-inch by 1 1/2-inch "City of Sacramento" logo box with 1/2-inch white, red or black letters shall be centered and printed on the lower border of each sign blank prior to application of the reflective sheeting. As an alternative, the "City of Sacramento" logo with 1/2" letters may be placed in the border area.

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

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

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

ITEM NO. 19 - CHANGEABLE MESSAGE SIGN TO INSTALL

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

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

ITEM NO. 20 - 6'X6' DETECTOR LOOP TO INSTALL

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

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

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

Contractor shall test each detector loop prior to installation of final lift of overlay to ensure a fully functional detector loop.

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

ITEM NO. 21 - DETECTOR HANDHOLE TO INSTALL

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials to install detector handholes, as shown in the City of Sacramento Standard Specifications Sheet E-150 as directed by the Engineer. Detector handholes shall conform to all requirements of the City of Sacramento. Measurement for payment shall be based upon each detector handhole installed as part of this item.

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

ITEM NO. 22 - 1.5" CONDUIT TO INSTALL

ITEM NO. 23 - 2" CONDUIT TO INSTALL

ITEM NO. 24 - 3" CONDUIT TO INSTALL

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials to install PVC conduit. Installation of PVC conduit shall conform to these Special Provisions. Measurement for payment shall be based upon the lineal footage of conduit installed as part of this item.

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

ITEM NO. 25 - DETECTOR LEAD-IN CABLE TO INSTALL

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

Contractor to test each lead-in cable prior to and after installation to ensure a working detector lead-in cable. Contractor shall label and land each detector lead-in cable to terminals in traffic signal cabinet as directed by the City Inspector.

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

ITEM NO. 26 - DETECTOR LEAD-IN CABLE TO REMOVE

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

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

ITEM NO. 27 - PULL BOX NO. 5 TO INSTALL

ITEM NO. 28 - PULL BOX NO. 6 TO INSTALL

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

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

ITEM NO. 29 - INSTALL #10 THW CONDUCTOR

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

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

ITEM NO. 30 - VIDEO DETECTION CAMERA SYSTEM TO INSTALL

The work to be performed for this item, in general, includes furnishing all necessary equipment and materials to install the video detection camera system.

The City of Sacramento shall furnish the Econolite video detection camera, 28” extended camera mount, interface panel/video isolation card, and the video detection card. The Contractor shall install all city furnished equipment per the City of Sacramento Standards, Specifications, Plans, and the Engineer. Contractor shall make all hardware, conductor and cable connections. See specifications for equipment type and model numbers.

Contractor to provide and install NTSC monitor.

In general, the contractor shall:

- Install the city provided camera on 28" riser pole on traffic signal mastarm with water tight cordgrip. Contractor shall provide cordgrip and associated hardware.
- Provide and install power (Belden 601203 multiconductor) and video coaxial cables (Belden 9290 RG6) from the video detection camera to the video isolation in the traffic signal cabinet card thru conduit. Contractor shall furnish and install a factory made Snap-N-Seal Type F and F81 splice connectors with heat shrink for the splicing in the handhole of the traffic signal standard.
- Contractor shall install the city provided video isolation card and city provided video detection card. Contractor shall connect power to all equipment listed.
- Contractor to provide and install coax cable from video isolation card to each video detection card.
- Contractor to provide and install Cat 5 Ethernet cable between each video detection card and network switch. Network switch line item is shown below.
- Contractor to provide and install SDLC cable between main video detection card and traffic signal controller.

Splicing in Handhole: All Video detection Coax and Power cable splicing shall be done in handhole of the traffic signal standard. Video cable located in the handhole shall be spliced with one-piece compression connectors for coax cable: Type F Snap-N-Seal or approved equal. Cable ends shall be connected by using Precision F81 connector or approved equal. Connector shall be heat shrunk after signal is turned-on. Tubing shall extend two inches past the end of connectors. Contractor to use manufacturer approved installation tools.

Cabinet Connection of Video Detection: All BNC connectors shall be one-piece compression connectors for coax cable or approved equal. Contractor to use manufacturer approved installation tools. Video cable located in the cabinet shall be spliced with one-piece compression connectors for coax cable: Type F Snap-N-Seal or approved equal.

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

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

ITEM NO. 31 - NETWORK SWITCH SYSTEM TO INSTALL

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

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

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

ITEM NO. 32 - INTEGRATION OF DETECTOR LOOP AND VIDEO DETECTION

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

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

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

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

Program Card Reconfiguration: Contractor shall reconfigure the program cards for the new layout of detection cards and loop layout.

Contractor shall configure and program both the video detection camera/system and traffic signal controller to detect vehicles for a fully functional traffic signal system. The Contractor shall notify the Traffic Signal Maintenance Shop, (916) 808-6635 and Traffic Operations at (916) 808-5067, ten (10) working days prior to the date of installation of equipment.

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

SECTION NO. 11 - ELECTRICAL WORK PROVISIONS

1.1 SCOPE AND LOCATION OF WORK

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

1.2 CITY FURNISHED MATERIAL

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

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

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

1.3 CONDUIT MATERIAL

Conduit shall be installed prior to final lift of Overlay.

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

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

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

1.4 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-rodging" is not permitted.

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

Conduits shall be installed by trenching or directional drilling method.

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

A. Trenching Method

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

1. Trenches in reconstructed roadways shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry and depth of conduit(s).
2. Trenches in existing roadways shall use the "T-Trench" method. The portion over the trench shall be paved with asphalt concrete, Type A with ¾" aggregate (coarse); except on residential streets where the base course shall be Type A, ¾" aggregate (coarse) and surface coarse shall be Type B, ½" aggregate, (medium), per Section 22 of the City Standard Specifications, unless otherwise directed by the Engineer. See plan sheets for width and thickness of asphalt concrete over trench. Trenches shall be backfilled with slurry portland cement per cubic yard

and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry.

B. Directional Drilling Method

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

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

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

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

All drilling shall be located a minimum of three feet (3') from the center of all existing maintenance holes. Drilling that run parallel to any sanitary sewer or storm drainage lines shall maintain a minimum clearance of three feet (3') measured from the centerline of the sewer or drainage line to the adjacent side of the drill hole. Drilling that crosses any sewer or drainage line shall cross at 90 degrees to the line or at a minimum of 45 degrees if a 90 degree crossing is not possible.

1.5 CONDUCTORS

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

1. If the existing ground wire (green 1#10 THW) is used as a pullwire, a new ground wire shall be pulled with the new conductors or cables.
2. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation.
3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.

1.6 DETECTOR CONDUCTOR LOOP

A. Loop Conductors

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

B. Loop Conductor Installation

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

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

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

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

Loop conductors shall be installed without splices and shall terminate in the Nearest pull box. The detector loops shall be joined in the nearest pull box in combination of series and parallel so that optimum sensitivity is obtained at the sensor unit. Final splices between loops and lead-in cable shall not be made until the operation of the loops under actual traffic conditions is approved by the Engineer. Each detector loop shall be identified and tagged by loop number, start (S), and finish (F). For example: Phase 4D1-1S & Phase 4D1-1F; Phase 4D1-2S & Phase 4D1-2F.

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

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

1. Depth of Loops and Conductors in the Traveled Way

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

2. Inductive Loop Sealant

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

Asphaltic Emulsion and Sand Method

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

Hot-Melt Rubberized Asphalt Sealant Method

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

Sackrit Method

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

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

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

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

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

C. Abandonment of Loop Conductor

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

1.7 DETECTOR HANDHOLES

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

1.8 DETECTOR LEAD-IN CABLES

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

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

Aluminum-polyester shielding shall be applied around the conductors.

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

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

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

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

1.9 INSPECTION

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

1.10 PULL BOXES

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

- a. All new pull boxes shall be set in place prior to pouring any new sidewalk.
- b. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer.

- c. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways.
- d. Contractor shall cut, remove and replace the concrete to the nearest joint when installing new pull boxes.
- e. New pull boxes shall have a minimum of 6" of new concrete around all sides in sidewalks.
- f. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials.
- g. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.
- h. Install pull box on top of crushed rock foundation. Adjust pull box to grade. 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. Compact crushed rock while maintaining integrity of conduit. Conduit and pull boxes shall not be damaged nor cracked.

1.11 VIDEO DETECTION

In general video detection system shall be used to provide real time detection of vehicles, bicycles and motorcycles entering the camera's field of view with an accuracy a 95% or more, when compared to conventional inductive loops. The video detection system will only be used to provide detection at the intersection stop bar. The system shall be able to interface with a NEMA TS1, TS2 type1, TS2 type-2, 332 controller cabinet assemblies and/or associated logic levels inputs/outputs.

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

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

The video detection system shall be able to stream MPEG-4 video over the network to view locally, at the Traffic Operation Center (TOC) and over the internet. The video shall be viewable via the vendor provided video player or any standard digital video player such as QuickTime, at rates varying from 5 fps to 30 fps up to 5 megabits per second. The video detection system shall

also provide an analog output with NTSC format to view locally using an analog monitor. Detector actuation shall be visible in both the analog and MPEG-4 video outputs.

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

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

Video Detection data collection

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

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

Video Detection System Hardware

Equipment shall be an Econolite Autoscope Rackvision Terra with *Autoscope Image Sensors (AIS) Camera* or City Traffic Engineer approved equivalent.

The following equipment outline is for one approach.

For one approach, RackVision and AIS cameras with NEMA TS2 connections to controller. For intersection with multiple approaches, additional equipment is required.

See Line Item for materials provided by the City of Sacramento.

	Qty	Hardware
Per Leg	1	Autoscope RackVision Terra MVP
	1	Cat5e network patch cable RJ45 Male to RJ45 Male Cat5, 6' length
	1	Autoscope Image Sensors (AIS) Camera
	1	Mounting brackets (model AMBKTM15S)
	1	AIS cable to length distance from Camera to Hand Hole Cover

	FT	Coaxial Cable Belden 9290 RG6 or approved equal.
	FT	Camera Power Belden 601203 multi-conductor meeting IMAS Spec 19-1
Per Intersection	1	AIP4 interface panel
	1	SDLC cable (model ACBLP0E05 P/N)for TS2 connection to the controller
	1	NTSC Monitor with BNC interfaces for signal cabinet
		Three (3) years System warrantee from of date of acceptance

For one approach, RackVision and AIS cameras with NEMA TS1 and logic level connection to controller. For intersection with multiple approaches, additional equipment is required.

See Line Item for materials provided by the City of Sacramento.

	Qty	Hardware
Per Leg	1	Autoscope RackVision Terra MVP
	1	MVP Wiring Harness (model 33457G57) for logic inputs/outputs
	1	Autoscope Image Sensors (AIS) Camera
	1	Mounting brackets (model AMBKTM15S)
	1	AIS cable to length distance from Camera to Hand Hole Cover
	FT	Coaxial Cable Belden 9290 RG6 or approved equal.
	FT	Camera Power Belden 601203 multi-conductor meeting IMAS Spec 19-1
Per Intersection	1	AIP4 interface panel
	1	NTSC Monitor with BNC interfaces for signal cabinet
		Three (3) years System warrantee from of date of acceptance

Installation

Camera shall be placed to minimize occlusions of left turn lanes. Occlusions can be minimized by installing the camera on the mastarm, in line with the lane striping between the left turn lane and the through lanes. Cameras installed on signal mastarm shall use Econolite 28" extended camera mount. At intersection where the left and through movements go together as standard operation and left are not intended to turn separately the camera can be mounted on a luminaire arm with standard camera mounting bracket.

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

Video detection system installed in traffic signal cabinets with 390 controllers and with proposed network switches shall use MVP Wiring Harness (model 33457G57 or approved equal) into

traffic signal controller cabinet. Contractor shall work with the Econolite Representative and the City of Sacramento Traffic Signal Maintenance Shop to insure that all channels are programmed and detection calls are being inputted into the controller. Connect the wiring harness to the I/O rack and make connections to the +24V load switches.

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

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

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

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

Surge Suppressor Power Strip

Surge Suppressors shall meet the following requirements:

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

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

For Type R cabinet, the Surge Suppressor shall be mounted to the cabinet channel rail, and must be wired to the load side of the 15-amp main breaker in the cabinet. For the Type 332 cabinet, the Surge Suppressor shall be mounted on 2" aluminum stock on the back side of the cabinet near the top using the existing 19" rack. The Surge Suppressor must be plugged into the equipment receptacle on the back of the power assembly of the 332 cabinet.

Network Switch

Network Switch shall meet the following requirements:

- Industrial grade
- DIN rail mountable
- Ethernet connectivity

- Operate under 14 degrees Fahrenheit to 140 degrees Fahrenheit, and under vibration and shock
- Uses copper and fiber uplink options
- Twelve (12) 10/100 ports
- Two (2) 100 BASE-LX (single mode fiber) uplinks
- Enhanced Image (EI) software
- 5-year warranty

Network Switch shall be manufactured by Cisco, Model 2955S-12 or approved equal.

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

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

The Contractor is responsible for making all connections per manufacturer recommendations.

Power Supply for Network Switch

Power Supply for Network Switch shall meet the following requirements:

- Compatible with Cisco Catalyst Series 2955 Series industrial grade switch
- DIN rail mountable
- Input: 100-120 VAC or 200-240 VAC, manually selected AC, 50-60 Hz
- Operate under 14 degrees Fahrenheit to 140 degrees Fahrenheit, and under vibration and shock
- Output: 24 VDC, 2.5 amps
- 5-year warranty

Power Supply for Network Switch shall be manufactured by Cisco, Model PWR-2955-AC or approved equal.

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

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

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

Cable Splicing

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

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

Software and Programming

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

General Aiming and Programming Notes for Video Detection

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

Technical Support & Warranty

9. All hardware associated with the video detection system shall be warranted for a minimum of three years.
10. The vendor shall provide all firmware and software upgrades to the City of Sacramento free of charge during the warranty period of the product.
11. Technical support shall be free of charge during the warranty period of the product.
12. Vendor shall provide 24/7 technical support.
13. Vendor shall provide training in the operation, setup, and maintenance of the video detection system, at no additional cost to the city.

1.12 WIRING

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

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

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

SECTION NO. 12 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

Federal Requirements for Federal-Aid Construction Projects (FR-1 through FR-16)

Final Report of Utilization of Disadvantaged Businesses (Exhibit 17-F)

Disadvantaged Business Enterprises (DBE) Certification Status (Exhibit 17-O)

SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

a. Describe the role of the MBE firm in the joint venture. _____

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

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

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

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

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

Affidavit

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

Revised 3-95
08-07-95

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

Date _____

State of _____

County of _____

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

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

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

Notary Public _____

Commission expires _____

[Seal]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

(Exclusive of Appalachian Contracts)

	Page
I. General	3
II. Nondiscrimination	3
III. Nonsegregated Facilities	5
IV. Payment of Predetermined Minimum Wage	6
V. Statements and Payrolls	8
VI. Record of Materials, Supplies, and Labor	9
VII. Subletting or Assigning the Contract	9
VIII. Safety: Accident Prevention	10
IX. False Statements Concerning Highway Project	10
X. Implementation of Clean Air Act and Federal Water Pollution Control Act.....	10
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	11
XII. Certification Regarding Use of Contract Funds for Lobbying	12

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL)

as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

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

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

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

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

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

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

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

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

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

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

c. The contractor will encourage his present employees to

refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such

records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

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

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

2. Classification:

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

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

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

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

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

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

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

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

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

3. Payment of Fringe Benefits:

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

as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

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

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding re-

garding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by

submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

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

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

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall

Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISION. -- As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be _____.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerktypists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some

offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training. Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein.

This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the

Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed. The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

FR-16

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE
CP-CEN-2403(F) (New, 10/99)

CONTACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPETITION DATE
PRIME CONTRACTOR	BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT	
<i>Prime Contractor: List all DBEs with changes in certification status (certified/not certified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions</i>					
CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION DATE
				\$	Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

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

CONTRACTOR REPRESENTATIVE SIGNATURE TITLE BUSINESS PHONE NUMBER DATE

RESIDENT ENGINEER BUSINESS PHONE NUMBER DATE

DISTRIBUTION Original copy -DLAE
Copy -1) Business Enterprise Program 2) Prime Contractor 3) Local Agency 4) Resident Engineer

SECTION NO. 13 - BID PROPOSAL FORMS

Bid Proposal Checklist
Bid Proposal Form
Bid Proposal Guarantee
Drug Free Workplace Policy and Affidavit
List of Subcontractors
Non-Discrimination in Employee Benefits Ordinance Certification
Minimum Qualifications Questionnaire
Equal Employment Opportunity Certification
Public Contract Code Section 10285.1 Statement
Public Contract Code Section 10162 Questionnaire
Public Contract Code Section 10232 Statement
Non Collusion Affidavit
Debarment and Suspension Certification
Nonlobbying Certification for Federal-Aid Contracts
Disclosure of Lobbying Activities Form and Instructions
Local Agency Bidder - DBE Commitment (Exhibit 15-G)
DBE Information – Good Faith Efforts (Exhibit 15-H)
Excerpts from the California Labor Code Relating to Apprentices on Public Works
Duns Form
Green Contracting Survey
Title VI Language
Bidders List (Exhibit 12-G, Part I & II)

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> Please (✓)	<u>Pages</u>
<input checked="" type="checkbox"/> Bid Proposal Form	1 - 5 ✓
<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 Subcontractors	1 only ✓
<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"/> Equal Employment Opportunity Certification	1 only ✓
<input checked="" type="checkbox"/> Public Contract Code Section 10285.1 Statement and Public Contract Code Section 10162 Questionnaire	1 only ✓
<input checked="" type="checkbox"/> Public Contract Code Section 10232 Statement	1 only ✓
<input checked="" type="checkbox"/> Non Collusion Affidavit	1 only ✓
<input checked="" type="checkbox"/> Debarment and Suspension Certification	1 only ✓
<input checked="" type="checkbox"/> Non-lobbying Certification for Federal-Aid Contracts	1 only ✓
<input checked="" type="checkbox"/> Disclosure of Lobbying Activities Form and Instructions	1 - 2 ✓
<input type="checkbox"/> Local Agency Bidder - DBE Commitment (Exhibit 15-G)*	1 - 2
<input type="checkbox"/> DBE Information - Good Faith Efforts (Exhibit 15-H)*	1 - 3
<input checked="" type="checkbox"/> Data Universal Numbering System (DUNS) Number	1 only ✓

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

ack Addendum #1 & #2

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:

**THE 2012 STREET OVERLAY PROJECT
 (R15122021)**

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	PAVEMENT PLANING (3.0")	46,681	SY	\$ 2.60	\$ 121,370 ⁶⁰
2.	BASE REPAIR	3,444	TN	\$ 102-	\$ 351,288-
3.	ASPHALT CONCRETE OVERLAY TO PLACE	7,878	TN	\$ 76 ⁵⁰	\$ 602,667-
4.	STORM DRAIN MAINTENANCE HOLE TO LOWER	36	EA	\$ 300-	\$ 10,800-
5.	SANITARY SEWER MAINTENANCE HOLE TO LOWER	29	EA	\$ 300-	\$ 8,700-
6.	STORM DRAIN MAINTENANCE HOLE TO RAISE	36	EA	\$ 400-	\$ 14,400-
7.	SANITARY SEWER MAINTENANCE HOLE TO RAISE	29	EA	\$ 400-	\$ 11,600-
8.	MAINTENANCE HOLE CASTING TO SUPPLY AND INSTALL	15	EA	\$ 800-	\$ 12,000-
9.	WATER VALVE BOX TO LOWER	42	EA	\$ 250-	\$ 10,500-
10.	WATER VALVE BOX TO RAISE	42	EA	\$ 350-	\$ 14,700-
11.	RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE	948	EA	\$ 3-	\$ 2,844-
12.	THERMOPLASTIC STRIPE (4") TO PLACE	14,155	LF	\$ 0.55	\$ 7,785. ²⁵

13.	THERMOPLASTIC STRIPE (6") TO PLACE	9,085	LF	\$ 0.75	\$ 6,813.75
14.	THERMOPLASTIC STRIPE (8") TO PLACE	690	LF	\$ 1-	\$ 690-
15.	THERMOPLASTIC STRIPE (12") TO PLACE	846	LF	\$ 3.85	\$ 3,257.10
16.	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	244	SF	\$ 4-	\$ 976-
17.	SIGNS TO PLACE (POST REQUIRED)	5	EA	\$ 300-	\$ 1,500-
18.	SIGNS TO PLACE (POST NOT REQUIRED)	5	EA	\$ 235-	\$ 1,175-
19.	CHANGEABLE MESSAGE SIGN TO INSTALL	2	EA	\$ 1900-	\$ 3,800-
20.	6' X 6' DETECTOR LOOP TO INSTALL	10	EA	\$ 780-	\$ 7,800-
21.	DETECTOR HANDHOLE TO INSTALL	5	EA	\$ 825-	\$ 4,125-
22.	1.5" CONDUIT TO INSTALL	125	LF	\$ 22-	\$ 2,750-
23.	2" CONDUIT TO INSTALL	1,970	LF	\$ 24-	\$ 47,280-
24.	3" CONDUIT TO INSTALL	610	LF	\$ 28-	\$ 17,080-
25.	DETECTOR LEAD-IN CABLE TO INSTALL	5,220	LF	\$ 1-	\$ 5,220-
26.	DETECTOR LEAD-IN CABLE TO REMOVE	3	EA	\$ 2400-	\$ 7,200-
27.	PULL BOX NO. 5 TO INSTALL	10	EA	\$ 680-	\$ 6,800-
28.	PULL BOX NO. 6 TO INSTALL	11	EA	\$ 810-	\$ 8,910-
29.	INSTALL NO. 10 THW CONDUCTOR	2,705	LF	\$ 1.40	\$ 3,787-
30.	VIDEO DETECTION CAMERA SYSTEM TO INSTALL	5	EA	\$ 750-	\$ 3,750-
31.	NETWORK SWITCH SYSTEM TO INSTALL	1	EA	\$ 3,306.30	\$ 3,306.30

	32. INTEGRATION OF DETECTOR LOOP AND VIDEO DETECTION	3	EA	\$ 7200-	\$ 9,600-
				TOTAL	\$ 1,714,475-
CONTRACTOR NAME:					

It is understood that this Bid Proposal is based upon completion of the Work within a period of **TWENTY (20) 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.

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>Aug. 10, 2012</u>
Add. #	<u>2</u>	DATE	<u>Aug. 24, 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.

Martin Brothers Construction
a California 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:

(\$ 171,447⁵⁰) not less than ten percent (10%) of amount Bid Proposal

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

CONTRACTOR:

By _____
 (Signature)

Felipe Martin
 (Print or Type)

Title President

Address 20 Light Sky Court
Sacramento CA 95828

Telephone No. (916) 381-0911

Fax No. (916) 381-0611

Email Address fmartin@martinbrothers.net

Date August 29, 2012

FOR CITY USE ONLY

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

Contractor's License No. 726454 Type A
Expiration Date 8/31/14
Tax I.D. Nos.- Fed. 68-0377885 State 472-4701-4
City of Sacramento Business Operation Tax Certificate No. 114797
(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 # _____

KNOW ALL MEN BY THESE PRESENTS,

That we, Martin Brothers Construction
as Principal, and Fidelity and Deposit Company of Maryland

a corporation duly organized under the laws of the State of Maryland 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 at the Department of General Services, City of Sacramento, located at 915 I Street, Historic Building, 1st Floor, Sacramento, CA 95814 up to the hour of 2:00 p.m. on _____ for the Work specifically described as follows:

2012 Street Overlay Project (PN: R15122021)

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 16th
day of August 20 12.

Martin Brothers Construction
(Contractor) (Seal)
By _____
Title Felipe Martin, President

Fidelity and Deposit Company of Maryland
(Surety)(Seal)
By _____
Title Renee Ramsey Attorney-in-Fact
Agent Name and Address InterWest Insurance Services, Inc.
3636 American River Dr, 2nd Fl, Sacramento, CA 95864
Agent Phone # (916) 488-3100
Surety Phone # (800) 701-4926
California License # 0B01094

ORIGINAL APPROVED AS TO FORM:

City Attorney



ACKNOWLEDGMENT

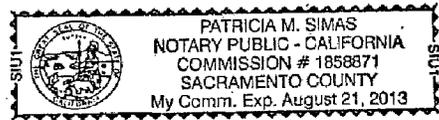
State of California
County of Sacramento

On August 16, 2012 before me, Patricia M. Simas, Notary Public
(insert name and title of the officer)

personally appeared Renee Ramsey
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 Patricia M. Simas (Seal)

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Richard W. PRATT, Renee RAMSEY and B. G. MIDSTOKKE, all of Sacramento, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Richard W. PRATT, Renee RAMSEY, B. G. MIDSTOKKE, dated March 11, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of September, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

Frank E. Martin Jr.

By: *Frank E. Martin Jr.* Vice President

State of Maryland } ss:
City of Baltimore }

On this 13th day of September, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski Notary Public
My Commission Expires: July 8, 2015

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 16th day of August, 2012.

Gerald F. Haley
Assistant Secretary

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION:

Date	Violation Type	Place of Occurrence
------	----------------	---------------------

If additional space is required use back of this form.

* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Martia Brothers Construction

BY: [Signature] President Date: Aug. 29, 2012

Signature Title

Felipe Martin

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.

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>
Pacific Excavation Inc. 9796 Kent Street Elk Grove CA 95624	Electrical	\$ 127,102- <i>Not in DBE Database</i>
Anrak Corporation 5820 Mayhew Rd Sacramento CA 95827	Cold Planing / grinding	\$ 46,000- <i>Not in DBE Database</i>
Chrisp Company 1805 East Beamer Rd Woodland CA 95776	signing / striping	\$ 25,049 ¹⁰ - <i>Not in DBE database</i>
Pacific Northwest Oil 7310 E. Miner Ave. Stockton, CA 95206	Tack Coat	\$ 15,175- <i>Not in DBE database</i>

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

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

"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 directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Martin Brothers Construction
Name of Contractor
20 Light Sky Court Sacramento, CA 95828
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:

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

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

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

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

Martin Brothers Construction



Signature of Authorized Representative

August 29, 2012

Date

Felipe Martin

Print Name

President

Title



**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,

You May . . .

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

City of Sacramento
Contract Services Unit
5730 24th St, Bldg 1
Sacramento, CA 95822

- o Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs



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

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Contract Services Unit
5730 24TH St, Bldg 1
Sacramento, CA 95822
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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:

726454 A 8/31/14

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

Yes

No

OR

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

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

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

Yes

No

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

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

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

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

Yes

No

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

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

Yes

No

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

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

Yes

No

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

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

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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 Sacramento, CA, on Aug. 29, 2012
(Location) (Date)

Signature: [Handwritten Signature]
Print name: Felipe Martin
Title: President

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No

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

Public Contract Code 10232 Statement

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

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

Noncollusion Affidavit

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

To the CITY / COUNTY of Sacramento
DEPARTMENT OF PUBLIC WORKS.

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

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

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

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

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

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

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/.

DAS 10 (Rev. 04-02)

CITY/COUNTY OF _____

DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

Submit this form with the Executed Contract. If you fail to submit your D-U-N-S Number, the Department will not approve the contract

CONTRACT NUMBER: R19122021

CONTRACTOR NAME: Martin Brothers Construction

BUSINESS ADDRESS (D-U-N-S Number Location):

STREET: 20 Light Sky Court

CITY: Sacramento

STATE: CA

ZIP CODE: 95828

D-U-N-S Number: 02-896-5684

Contact Name: Felipe Martin

Telephone No: President

Green Contracting Survey (Voluntary)

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.

Title VI Language – Federal-Aid Projects

“Administering Agency hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.”

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

(1) Compliance with Regulations:

The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination:

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports:

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance:

In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions:

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.

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: Sacramento LOCATION: Sacramento
 PROJECT DESCRIPTION: 2012 street overlay
 TOTAL CONTRACT AMOUNT: \$ 1,214,475-
 BID DATE: 8/29/12
 BIDDER'S NAME: Martin Brothers Construction
 CONTRACT DBE GOAL: 9%

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
#2	Trucking (Haul off)	77869	West Coast Water 3941 Park Dr. Ste 20-2311 El Dorado Hills, CA 95762 (530) 350-7723	\$ 16,320-
#3	Trucking (Haul AC)	7974	Chavez Trucking 955 Vaughn Rd Dixon CA 95620 (707) 678-0514	\$ 29,463-
#2	AC - oil	77444	Dragon Material Transport Inc 4543 Hayer Ave. Fresno CA 93723 (559) 451-8822	\$ 78,000-
Total Claimed DBE Participation				\$ 123,783-

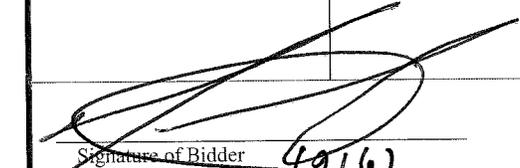
For Local Agency to Complete:

Local Agency Contract Number: _____
 Federal-aid Project Number: _____
 Federal Share: _____
 Contract Award Date: _____

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Print Name _____ Signature _____ Date _____
 Local Agency Representative

(Area Code) Telephone Number: _____


 Signature of Bidder (916)
 Date 8/29/12 (Area Code) Tel. No. 781-0911
 Person to Contact Felipe Martin, Pres. (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
 (Rev 6/26/09)

Distribution: (1) Original - Local agency files

INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

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

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

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

[Back To Query Form](#)

Search Returned 1 Records

Fri Aug 31 12:18:32 PDT 2012

Query Criteria

Firm ID: 7974

Firm Type: DBE

Firm ID	7974
Firm/DBA Name	CHAVEZ TRUCKING
Address Line1	955A VAUGHN RD
Address Line2	
City	DIXON
State	CA
Zip Code1	95620
Zip Code2	0365
Mailing Address Line1	PO BOX 365
Mailing Address Line2	
Mailing City	DIXON
Mailing State	CA
Mailing Zip Code1	95620
Mailing Zip Code2	0365
Certification Type	DBE
EMail	teresa@chaveztrucking.com
Contact Name	TERESA CHAVEZ
Area Code	(707)
Phone Number	678-0514
Fax Area Code	(707)
Fax Phone Number	678-5154
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	07; 21; 28; 34; 39; 48; 49; 57;
Districts	03; 04; 10;
DBE NAICS	484110;

ACDBE NAICS

Work Codes C0600 MISC SUPPLIERS; C0624 PETROLEUM, OIL, LUBRICANTS SUPPLIER; C0625 SAND & GRAVEL SUPPLIER; C0639 ASPHALT SUPPLIER; C0651 CONCRETE & CEMENT SUPPLIER; C9602 BOTTOM DUMP TRUCKING; C9605 FLAT BED TRUCKING; C9774 TRUCKER;

Licenses

Trucks FOR HIRE - 44;

Gender F

Ethnicity HISPANIC

Firm Type DBE

[Back To Query Form](#)

9.5.12 - called Teresa Chavez - they are doing all of the work with their own forces.

[Back To Query Form](#)

Search Returned 1 Records

Wed Sep 05 14:07:06 PDT 2012

Query Criteria

Firm ID: 7974

Firm Type: DBE

Firm ID	7974
Firm/DBA Name	CHAVEZ TRUCKING
Address Line1	955A VAUGHN RD
Address Line2	
City	DIXON
State	CA
Zip Code1	95620
Zip Code2	0365
Mailing Address Line1	PO BOX 365
Mailing Address Line2	
Mailing City	DIXON
Mailing State	CA
Mailing Zip Code1	95620
Mailing Zip Code2	0365
Certification Type	DBE
E Mail	teresa@chaveztrucking.com
Contact Name	TERESA CHAVEZ
Area Code	(707)
Phone Number	678-0514
Fax Area Code	(707)
Fax Phone Number	678-5154
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	07; 21; 28; 34; 39; 48; 49; 57;
Districts	03; 04; 10;
DBE NAICS	484110;

ACDBE NAICS

Work Codes

C0600 MISC SUPPLIERS; C0624 PETROLEUM, OIL, LUBRICANTS SUPPLIER; C0625 SAND & GRAVEL SUPPLIER; C0639 ASPHALT SUPPLIER; C0651 CONCRETE & CEMENT SUPPLIER; C9602 BOTTOM DUMP TRUCKING; C9605 FLAT BED TRUCKING; C9774 TRUCKER;

Licenses

Trucks

FOR HIRE - 44;

Gender

F

Ethnicity

HISPANIC

Firm Type

DBE

[Back To Query Form](#)

9/5/2012



CHAVEZ TRUCKING

955 Vaughn Road, Dixon, CA 95620
Phone (707) 678-0514, Fax (707) 678-5154
CalTrans UDBE 7974

Trucking Quote and Haul Agreement

Chavez Trucking (hereafter "CTI") submits to the Purchaser (hereafter "customer") this quote for trucking described below ("Haul Rates").
This trucking quote upon transmittal to customer, replaces any verbal quote or offer customer may have received from CTI referencing the project.

Bid Date: Thursday, August 23, 2012

Quote Date: Thursday, August 23, 2012

Project Name: 2012 City of Sacramento Street Overlay

Location: Power Inn Rd from Lemon Hill to Lorin Ave, Sacramento

1. Haul Rates:

Transfer Per Ton Haul Rate

Source	Aggregates	Asphalt
Teichert Perkins	\$3.35	\$4.22
Granite Bradshaw	\$3.82	\$4.68

Double Bottom Dump Per Ton Haul Rate

Source	Aggregates	Asphalt
Teichert Perkins	\$2.72	\$3.29
Granite Bradshaw	\$3.17	\$3.74

Hourly Rates: Onsite Work, Offhauls, Dirt Import/Export, Grindings, Grind-Pave, Shoulder Work	Truck Boss	10wheelers	Transfers	Double Bottoms	End Dumps	Super Dumps
	\$50.00	\$78.00	\$84.00	\$84.00	N/A	N/A

H3 7878 tons - Haul @ \$3.74/ton 29,465.-

[Back To Query Form](#)

Search Returned 1 Records

Wed Sep 05 14:08:31 PDT 2012

Query Criteria

Firm ID: 37444

Firm Type: DBE

Firm ID	37444
Firm/DBA Name	DRAGON MATERIAL TRANSPORT, INC.
Address Line1	4543 N. HAYES AVE
Address Line2	
City	FRESNO
State	CA
Zip Code1	93723
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
E Mail	dmtsb@sbcglobal.net
Contact Name	SUMMER BRADFORD
Area Code	(559)
Phone Number	351-8822
Fax Area Code	(559)
Fax Phone Number	276-0818
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	10; 14; 15; 16; 19; 20; 22; 23; 24; 28; 34; 35; 36; 37; 39; 40; 42; 48; 54;
Districts	01; 03; 04; 05; 06; 07; 08; 09; 10; 11;
DBE NAICS	423320; 424720; 484110; 484220;

ACDBE NAICS

Work Codes	C0624 PETROLEUM, OIL, LUBRICANTS SUPPLIER; C9602 BOTTOM DUMP TRUCKING; C9771 TRUCK BROKER; C9774 TRUCKER; D2990 MISC. PETROLEUM & COAL PRODUCTS;
Licenses	
Trucks	FOR HIRE - 16;
Gender	F
Ethnicity	HISPANIC
Firm Type	DBE

[Back To Query Form](#)

[Back To Query Form](#)

Search Returned 1 Records

Fri Aug 31 12:19:40 PDT 2012

Query Criteria

Firm ID: 37444

Firm Type: DBE

Firm ID	37444
Firm/DBA Name	DRAGON MATERIAL TRANSPORT, INC.
Address Line1	4543 N. HAYES AVE
Address Line2	
City	FRESNO
State	CA
Zip Code1	93723
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	dmts@sbcbglobal.net
Contact Name	SUMMER BRADFORD
Area Code	(559)
Phone Number	351-8822
Fax Area Code	(559)
Fax Phone Number	276-0818
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	10; 14; 15; 16; 19; 20; 22; 23; 24; 28; 34; 35; 36; 37; 39; 40; 42; 48; 54;
Districts	01; 03; 04; 05; 06; 07; 08; 09; 10; 11;
DBE NAICS	423320; 424720; 484110; 484220;

ACDBE NAICS

Work Codes C0624 PETROLEUM, OIL, LUBRICANTS SUPPLIER; C9602 BOTTOM DUMP TRUCKING; C9771 TRUCK BROKER; C9774 TRUCKER; D2990 MISC. PETROLEUM & COAL PRODUCTS;

Licenses

Trucks FOR HIRE - 16;

Gender F

Ethnicity HISPANIC

Firm Type DBE

[Back To Query Form](#)



September 6, 2012

City of Sacramento
Public Works
Jose Ledesma
Angela Edwards

Please accept the attached breakdown for material purchased and delivered by Dragon Transport.

6135 tons ¾" HMA PG64-16 hot mix asphalt @ 3.7% BTW oil content is 227 tons oil.

227 tons oil @ \$634.00/ton (Dragon- Buy, haul oil) is \$143,918

\$143,918 @ 60% is \$ 86,351.

This dollar amount varies slightly from the \$78,000 listed on the commitment form to reflect full loads of oil required for shipment. My original calculation did not take this into consideration.

Alex Emerson
Martin Brothers Construction
Ph. 916-642-1273

[Back To Query Form](#)

Search Returned 1 Records

Fri Aug 31 12:18:05 PDT 2012

Query Criteria

Firm ID: 37869

Firm Type: DBE

Firm ID	37869
Firm/DBA Name	WEST COAST WATER & TRUCKING, INC.
Address Line1	300 CAMELLIA CT
Address Line2	
City	EL DORADO HILLS
State	CA
Zip Code1	95762
Zip Code2	
Mailing Address Line1	3941 PARK DRME, SUITE # 20-231
Mailing Address Line2	
Mailing City	EL DORADO HILLS
Mailing State	CA
Mailing Zip Code1	95762
Mailing Zip Code2	
Certification Type	DBE
E-Mail	californiawcw@aol.com
Contact Name	JENNIFER GEMIGNANI
Area Code	(530)
Phone Number	350-7323
Fax Area Code	(530)
Fax Phone Number	350-7322
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	04; 09; 31; 34; 57;
Districts	03;
DBE NAICS	484110; 488510;

ACDBE NAICS

Work Codes	C9602 BOTTOM DUMP TRUCKING; C9605 FLAT BED TRUCKING; C9670 TRUCK RENTAL; C9771 TRUCK BROKER; C9903 CONSTRUCTION CLEAN UP; C9999 BROKER;
Licenses	
Trucks	FOR HIRE - 8;
Gender	F
Ethnicity	CAUCASIAN
Firm Type	DBE

[Back To Query Form](#)

9.5.12 - Called Jennifer Gemignani - she confirmed they will do the work with their own forces.

[Back To Query Form](#)

Search Returned 1 Records

Wed Sep 05 14:02:15 PDT 2012

Query Criteria

Firm ID: 37444

Firm Type: DBE

Firm ID	37444
Firm/DBA Name	DRAGON MATERIAL TRANSPORT, INC.
Address Line1	4543 N. HAYES AVE
Address Line2	
City	FRESNO
State	CA
Zip Code1	93723
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	dmtsb@sbcglobal.net
Contact Name	SUMMER BRADFORD
Area Code	(559)
Phone Number	351-8822
Fax Area Code	(559)
Fax Phone Number	276-0818
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	10; 14; 15; 16; 19; 20; 22; 23; 24; 28; 34; 35; 36; 37; 39; 40; 42; 48; 54;
Districts	01; 03; 04; 05; 06; 07; 08; 09; 10; 11;
DBE NAICS	423320; 424720; 484110; 484220;

ACDBE NAICS

Work Codes	C0624 PETROLEUM, OIL, LUBRICANTS SUPPLIER; C9602 BOTTOM DUMP TRUCKING; C9771 TRUCK BROKER; C9774 TRUCKER; D2990 MISC. PETROLEUM & COAL PRODUCTS;
Licenses	
Trucks	FOR HIRE - 16;
Gender	F
Ethnicity	HISPANIC
Firm Type	DBE

[Back To Query Form](#)

9/5/2012

West Coast Water & Trucking, Inc.

3941 Park Dr. Suite #20-231
 El Dorado Hills, CA 95762
 Office: (530) 350-7323
 Fax: (530) 350-7322
californiawcw@aol.com

*Small Business Enterprise (SBE)
 State of California Certification #1207321*

*Underutilized Disadvantaged
 Business Enterprise (UDBE/DBE)
 Women Business Enterprise (WBE)
 State of California Firm #37869*

Date: August 28, 2012

**Attention: Alex
 Company: Martin Brothers Const.
 Fax # 916-381-1447**

**Project: 2012 Street Overlay Project
 Location: City of Sacramento
 Bid Date: 08/29/2012**

Rate Sheet

Hourly Operation For Off-Haul:

Truck Type	Regular	Saturday	Sunday
Semi-Ends	\$85.00	\$90.00	\$95.00
Transfers	\$85.00	\$90.00	\$95.00
Ten Wheelers	\$80.00	\$85.00	\$90.00
Semi-Bottoms	\$85.00	\$90.00	\$95.00
Flat Bed	\$90.00	\$97.00	\$105.00
High Side	\$90.00	\$97.00	\$105.00
Side Dump	\$90.00	\$97.00	\$105.00
3-Axle 4,000 gal Water Truck	\$85.00	\$90.00	\$95.00

Please contact us for information on UDBE participation and how it applies to this project

#2 4 TRUCKS 6 DONS @ 8 HOURS/DON @ \$85/HOUR 16320

Bidder's list

In accordance with Section 9.4 Local Agency DBE Program of Chapter 9, Civil Rights and Disadvantaged Business Enterprises, each local agency is required to create and maintain a bidders list containing information about all DBE and non-DBE firms that bid or quote on the local agency's federal-aid construction contracts.

The required bidders list is to include the name, address, DBE/non-DBE status, date established and annual gross receipts of the firms. Exhibit 12-G "Bidder's List of Subcontractors (DBE and Non-DBE)". Attached, please find the following forms:

(a) "Bidder's List of Subcontractors (Part 1)" is required in accordance with Section 2-1.054 of the Caltrans Standard Specifications, and

(b) "Bidder's List of Subcontractors (Part 2)" of those providing a quote or bid, but not selected, which is needed to compile a bidders list.

BIDDERS LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	DBE/Non-DBE
Pacific Excavation Inc. 9796 Kent Street City State ZIP	(916) 686-2806	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Electrical	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Elite Grove CA 95624 City State ZIP	(916) 686-2598	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Auraf Corporation 6820 Mayhew Road City State ZIP	(916) 383-5070	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Cold Planing/Grinding	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Chrisp Company 1809 East Beaver Rd City State ZIP	(930) 406-2220	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input checked="" type="checkbox"/> > \$15 million	Signing/striping	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Woodland CA 95776 City State ZIP	(530) 406-2221	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Tack Coat	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Pacific Northwest Oil 3410 E. Miner Ave. City State ZIP	(209) 463-4762	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Stockton, CA 95206 City State ZIP	(209) 463-2666	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Distribution:) Original - Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP		Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<input type="checkbox"/> YES <input type="checkbox"/> NO <small>(YES/NO INDICATES DBE/Non-DBE) (Age of firm in years)</small>
Name: ABSL Construction Address: 8425 24th Ave City/State/ZIP: Sacramento CA 95826		Phone: (916) 379-0442 Fax: (916) 379-0443	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	COLA PLAINING/ GRINDING	<input type="checkbox"/> YES <input type="checkbox"/> NO <small>(YES/NO INDICATES DBE/Non-DBE) (Age of firm in years)</small>
Name: Centerline striping Address: 9847 Dino Dr. City/State/ZIP: Elk Grove CA 95624		Phone: (916) 686-8860 Fax: (916) 686-8868	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Signing/striping	<input type="checkbox"/> YES <input type="checkbox"/> NO <small>(YES/NO INDICATES DBE/Non-DBE) (Age of firm in years)</small>
Name: Central striping Address: 7489 Luyang Drive City/State/ZIP: Rancho Cordova CA 95742		Phone: (916) 635-5175 Fax: (916) 631-9427	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Signing/striping	<input type="checkbox"/> YES <input type="checkbox"/> NO <small>(YES/NO INDICATES DBE/Non-DBE) (Age of firm in years)</small>
Name: MTR Electric Address: 1600 Dubuyn Blvd City/State/ZIP: Sacto CA 95819		Phone: (916) 929-0150 Fax: (916) 929-1168	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Electrical	<input type="checkbox"/> YES <input type="checkbox"/> NO <small>(YES/NO INDICATES DBE/Non-DBE) (Age of firm in years)</small>

Distribution: 1) Original - Local Agency File

SECTION NO. 14 - CONTRACT FORMS

Agreement

Performance Bond

Payment Bond

Worker's Compensation Certification

Construction & Demolition Debris Recycling Requirements

Pay Request Application

Schedule of Values

Guarantee

NTP Sample

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification September 27, 2012, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation (“City”), and Martin Brothers Construction, 20 Light Sky Court, Sacramento, CA 95828 (“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:

**2012 Street Overlay Project
(PN: R15122021)**

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 **TWENTY (20) WORKING** days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

12. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Contractor of any obligations under this Contract.

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor

of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

(A) The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion

thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

(B) Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **ONE THOUSAND THREE HUNDRED SIXTY FIVE DOLLARS (\$1,365.00)** for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

THE FOLLOWING ADDITIONAL LIQUIDATED DAMAGES PROVISION(S) APPLY IF CHECKED:

In addition to the liquidated damages specified above, Contractor shall pay additional liquidated damages to City for failure to complete the portion of the Work specified below by the milestone date specified below (as such milestone date may be extended in accordance with the Contract Documents, if applicable). The amount of such additional liquidated damages shall be either *[check one]*:

a lump sum amount of _____, OR

the daily amount of _____ for each calendar day after such milestone date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such portion of the Work is completed.

Such amount is the actual cash value agreed upon by the City and Contractor as the additional loss to City and the public resulting from Contractor's default.

Portion of the Work

Milestone Date

CONTRACTOR'S ACKNOWLEDGMENT: _____

In addition to the potential damages described above, failure to complete the entire Work within the time(s) specified herein may expose the City to penalties or fines and/or may negatively affect the availability of project funding. In recognition of these potential damages, in addition to the liquidated damages specified above, Contractor shall pay additional liquidated damages to City in the lump sum amount of _____ if the entire Work is not completed by _____. Such amount is the actual cash value agreed upon by the City and Contractor as the additional loss to City and the public resulting from Contractor's default.

CONTRACTOR'S ACKNOWLEDGMENT: _____

(C) In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

16. INDEMNITY AND HOLD HARMLESS

(A) Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

(B) The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

19. INSURANCE

During the entire term of this Contract and until completion and final acceptance of the Work as provided in the Contract Documents, Contractor shall maintain in full force and effect the insurance coverage described in this section.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for performance of the Work under the Contract. No additional compensation will be provided for Contractor's insurance premiums.

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required of or carried by the Contractor.

(A) Minimum Scope and Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.

(B) Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

(C) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

(3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

(D) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 19 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

(E) Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded

to the City representative designated by City. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The City may withdraw its offer of contract or cancel the Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

(F) Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

(A) For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;

(B) For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and

(C) For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to

Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 28 above.

30. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

(A) The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

(B) The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Contract and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

32. USE TAX REQUIREMENTS

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

(A) Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (“SBE”) in accordance with the applicable SBE criteria and requirements.

(B) Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

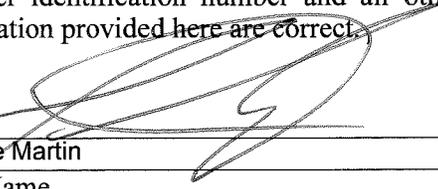
(C) The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE 09/13/12

BY 
Felipe Martin
Print Name
President
Title

BY _____
Print Name _____
Title _____
68-0377885
Federal ID#
432-4701-4
State ID#
114797

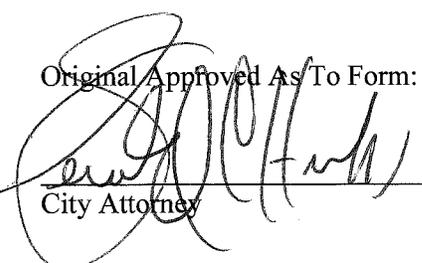
City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

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 _____ Director of Public Works
For: John F. Shirey
City Manager

Original/Approved As To Form:

City Attorney

Attest:

City Clerk

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Public Works
Page 1 of 1

Bond No.: 09087604
Premium: \$6,179.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Martin Brothers Construction, 20 Light Sky Court, Sacramento, CA 95828

as principal, hereinafter called Contractor, a contract for construction of:

2012 STREET OVERLAY PROJECT (PN: R15122021)

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*):

Fidelity and Deposit Company of Maryland, c/o Zurich, 1400 American Lane, Tower I, 18th Fl, Schaumburg, IL 60196

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 Three Hundred Fourteen Thousand Four Hundred Seventy Five Dollars (\$1,314,475.00),

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 September 12, 20 12. To be effective 09/28/12.

Martin Brothers Construction
(Contractor) (Seal)

By _____
Title President

ORIGINAL APPROVED AS TO FORM:

[Signature]
City Attorney

Fidelity and Deposit Company of Maryland
(Surety) (Seal)

By _____
Title Renee Ramsey, Attorney-in-Fact
Agent Name and Address InterWest Insurance Services, Inc.
3636 American River Dr, 2nd Fl, Sacramento, CA 95864
Agent Phone # (916) 488-3100
Surety Phone # (800) 701-4926
California License # 0B01094

ACKNOWLEDGMENT

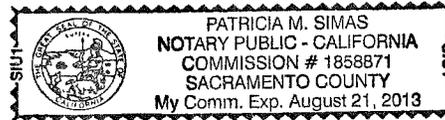
State of California
County of Sacramento)

On September 12, 2012 before me, Patricia M. Simas, Notary Public
(insert name and title of the officer)

personally appeared Renee Ramsey,
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 Patricia M. Simas (Seal)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Richard W. PRATT, Renee RAMSEY and B. G. MIDSTOKKE, all of Sacramento, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, and the execution of such bonds or undertakings** in pursuance of these presents, shall be as binding upon said Company, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Richard W. PRATT, Renee RAMSEY, B. G. MIDSTOKKE, dated March 11, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of September, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Frank E. Martin Jr.

By:

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 13th day of September, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On 09/13/12 before me, Amy N. Spence, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Feuipe Martin
Name(s) of Signer(s)

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: [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: City of SAC Performance Bond

Document Date: 09/12/12 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

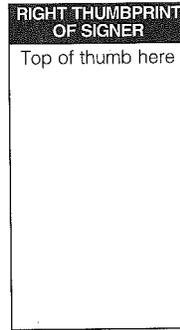
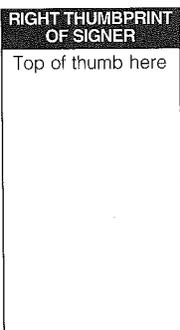
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



CITY OF SACRAMENTO
PAYMENT BOND
Department of Public Works
Page 1 of 1

Bond No.: 09087604
Premium: included in
Performance Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Martin Brothers Construction, 20 Light Sky Court, Sacramento, CA 95828

hereinafter called Contractor, a contract for construction of:

2012 Street Overlay Project (R15122021)

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*):
Fidelity and Deposit Company of Maryland, c/o Zurich, 1400 American Lane, Tower I, 18th Fl, Schaumburg, IL 60196
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 Three Hundred Fourteen Thousand Four Hundred Seventy Five Dollars, (\$1,314,475.00), 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 in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on September 12, 20 12. To be effective 9/28/12.

Martin Brothers Construction
(Contractor) (Seal)
By _____
Title President

ORIGINAL APPROVED AS TO FORM:

City Attorney

Fidelity and Deposit Company of Maryland
(Surety) (Seal)
By _____
Title Renee Ramsey, Attorney-in-Fact
Agent Name and Address InterWest Insurance Services, Inc.
3636 American River Dr, 2nd Fl, Sacramento, CA 95864
Agent Phone # (916) 488-3100
Agent Phone # (800) 701-4926
California License # 0B01094

ACKNOWLEDGMENT

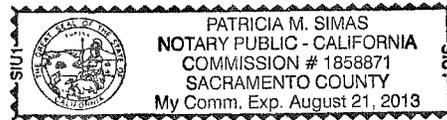
State of California
County of Sacramento)

On September 12, 2012 before me, Patricia M. Simas, Notary Public
(insert name and title of the officer)

personally appeared Renee Ramsey,
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 Patricia M. Simas (Seal)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Richard W. PRATT, Renee RAMSEY and B. G. MIDSTOKKE, all of Sacramento, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Richard W. PRATT, Renee RAMSEY, B. G. MIDSTOKKE, dated March 11, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of September, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

Frank E. Martin Jr.

By:

Frank E. Martin Jr. Vice President

State of Maryland }
City of Baltimore } ss:

On this 13th day of September, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento }

On 09/13/12 before me, amy n. spence Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Peipe Martin
Name(s) of Signer(s)

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: [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: city of sac - Payment Bond

Document Date: 09/12/12 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

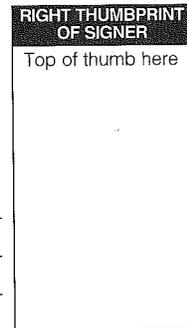
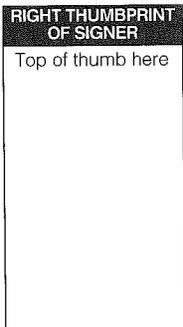
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



WORKER'S COMPENSATION CERTIFICATION

2012 STREET OVERLAY PROJECT

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways:

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

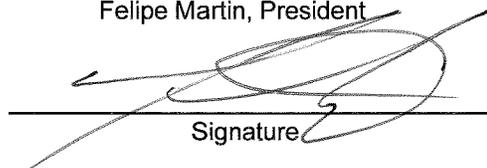
To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

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

DATE: 09/13/12

Contractor Martin Brothers Construction, by
Felipe Martin, President

By 
Signature

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

C&D Debris Waste Management Plan

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

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min \$40, max \$800); security deposit is 1% of bid amount (max \$10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Project Bid Amount: \$ _____

Job Address: _____

Contractor: _____ Phone: _____

Address: _____

B. Briefly describe the project:

C. Materials Required to be Recycled.

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

D. Material Management

1. How will C&D debris will be stored on the project site: _____ Mixed C&D _____ Source-Separated

2. Company to haul away debris: _____

3. Facilities to receive debris: _____

C&D Debris Waste Management Plan

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

E. Definitions.

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

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

F. Terms and Conditions

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

C&D Debris Haulers & Facilities

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

Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 455-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

Recyclers*

Bell Marine	(916) 442-9089
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
 Sacramento, CA 95814

PAY REQUEST APPLICATION

(All information to be entered on Schedule of Values page.)

PROJECT NAME:	The 2012 Street Overlay Project		
CONTRACTOR: <i>(per agreement)</i>	_____		
REMITTANCE ADDRESS:	_____		
PHONE NUMBER: ()	_____		
INVOICE NO.:	R15122021-	CITY PROJECT NUMBER:	R15122021
		PERIOD ENDING DATE:	_____

ORIGINAL CONTRACT AMOUNT:	_____
CHANGE ORDER NO. 1	_____
CHANGE ORDER NO. 2	_____
CHANGE ORDER NO. 3	_____
CHANGE ORDER NO. 4	_____
CHANGE ORDER NO. 5	_____
CHANGE ORDER NO. 6	_____
CHANGE ORDER NO. 7	_____
CHANGE ORDER NO. 8	_____
CHANGE ORDER NO. 9	_____
TOTAL CHANGE ORDERS:	_____
CONTRACT AMOUNT TO DATE:	_____
TOTAL WORK COMPLETED TO DATE:	_____
RETENTION WITHHELD:	_____
LESS PREVIOUS PAYMENTS:	_____
AMOUNT DUE THIS INVOICE:	_____
TOTAL COMPLETED LESS RETENTION:	_____

If the project is CDBG funded, or the prime contractor is a certified UDBE or ESBE, please check the applicable box & you do not need to fill out the section below.

UDBE Prime Contractor
 ESBE Prime Contractor
 CDBG Funded

<p>List all ESBE/UDBE subcontractors employed on this project during this period ending date and indicate committed amounts to be paid to the sub contractors. Please also include ESBE/UDBE materials suppliers and trucking firms. Keep records of payments made, as you will be asked to furnish these at contract completion. The Pay Request Application will be considered incomplete unless this information is provided along with all other required documentation to support the request for payment. Attach additional sheets if necessary.</p>	<p>Circle UDBE for FEDERALLY funded projects.</p> <p>Circle ESBE for LOCALLY funded projects.</p> <table style="width:100%;"> <tr> <td style="width:70%;">Original amount pledged:</td> <td>_____</td> </tr> <tr> <td>Pledge Increase/Decrease to Include Change Order(s):</td> <td>_____</td> </tr> <tr> <td>Total amount pledged:</td> <td>_____</td> </tr> </table>	Original amount pledged:	_____	Pledge Increase/Decrease to Include Change Order(s):	_____	Total amount pledged:	_____
Original amount pledged:	_____						
Pledge Increase/Decrease to Include Change Order(s):	_____						
Total amount pledged:	_____						

<u>ESBE / UDBE Sub-Contractor</u>	<u>Previous Total</u> (A)	<u>Current Pay Request Total</u> (B)	<u>Total ESBE / UDBE Work</u> (A+B)	<u>Percentage Attained</u> (A+B)/Amount Pledged
Totals:				

Labor compliance (payrolls, etc.) is current and submitted for this Pay Request



DEPARTMENT OF TRANSPORTATION
 ENGINEERING SERVICES DIVISION
 915 I Street, Room 2000
 Sacramento, CA 95814

PAY REQUEST APPLICATION

(All information to be entered on Schedule of Values page.)

Approved By (Prime Contractor)	_____ PRINT AND SIGN	Date: _____
Submit To:	Department of Transportation 915 "I" Street, Room 2000 Sacramento, CA 95814 Attn: CONSTRUCTION INSPECTOR	
Approved By (Resident Const. Inspector)	_____ PRINT AND SIGN	Date: _____
Certified by Project Manager By (Project Manager)	_____ PRINT AND SIGN	Date: _____
Approved By (Labor Compliance)	_____ PRINT AND SIGN	Date: _____

In accordance with Public Contract Code Sec. 20104.50 the City shall pay the Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP Sec.685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.

	Contractor Entered Data
	Construction Inspector's Name.
	PM certifies that all information is correct.



SCHEDULE OF VALUES

V4 - temp 5%

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

PROJECT NAME: The 2012 Street Overlay Project
 R15122021
 CITY PROJECT NUMBER:
 CONTRACTOR: (As per City Agreement)
 REMITTANCE ADDRESS:
 PHONE NUMBER: ()
 INVOICE NUMBER: R15122021-

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

Payment No.
 Work Performed Thru
 Days Expended on Contract

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	PAVEMENT PLANING (3.0")	46,661	SY									46,661.00	
2	BASE REPAIR	3,444	TN									3,444.00	
3	ASPHALT CONCRETE OVERLAY TO PLACE	7,878	TN									7,878.00	
4	STORM DRAIN MAINTENANCE HOLE TO LOWER	36	EA									36.00	
5	SANITARY SEWER MAINTENANCE HOLE TO LOWER	29	EA									29.00	
6	STORM DRAIN MAINTENANCE HOLE TO RAISE	36	EA									36.00	
7	SANITARY SEWER MAINTENANCE HOLE TO RAISE	29	EA									29.00	
8	MAINTENANCE HOLE CASTING TO SUPPLY AND INSTALL	15	EA									15.00	
9	WATER VALVE BOX TO LOWER	42	EA									42.00	
10	WATER VALVE BOX TO RAISE	42	EA									42.00	
11	RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE	948	EA									948.00	
12	THERMOPLASTIC STRIPE (4") TO PLACE	14,155	LF									14,155.00	
13	THERMOPLASTIC STRIPE (6") TO PLACE	9,085	LF									9,085.00	
14	THERMOPLASTIC STRIPE (8") TO PLACE	690	LF									690.00	
15	THERMOPLASTIC STRIPE (12") TO PLACE	846	LF									846.00	
16	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	244	SF									244.00	
17	SIGNS TO PLACE (POST REQUIRED)	5	EA									5.00	
18	SIGNS TO PLACE (POST NOT REQUIRED)	5	EA									5.00	
19	CHANGEABLE MESSAGE SIGN TO INSTALL	2	EA									2.00	
20	6' X 6' DETECTOR LOOP TO INSTALL	10	EA									10.00	
21	DETECTOR HANDHOLE TO INSTALL	5	EA									5.00	
22	1.5" CONDUIT TO INSTALL	125	LF									125.00	
23	2" CONDUIT TO INSTALL	1,970	LF									1,970.00	
24	3" CONDUIT TO INSTALL	610	LF									610.00	
25	DETECTOR LEAD-IN CABLE TO INSTALL	5,220	LF									5,220.00	

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUESTS TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
26	DETECTOR LEAD-IN CABLE TO REMOVE	3	EA									3.00	
27	PULL BOX NO. 5 TO INSTALL	10	EA									10.00	
28	PULL BOX NO. 6 TO INSTALL	11	EA									11.00	
29	INSTALL NO. 10 THW CONDUCTOR	2,705	LF									2,705.00	
30	VIDEO DETECTION CAMERA SYSTEM TO INSTALL	5	EA									5.00	
31	NETWORK SWITCH SYSTEM TO INSTALL	1	EA									1.00	
32	INTEGRATION OF DETECTOR LOOP AND VIDEO DETECTION	3	EA									3.00	
Original Contract Total:													
	Change Order #1 - See change order summary sheet for details												
	Change Order #2 - See change order summary sheet for details												
	Change Order #3 - See change order summary sheet for details												
	Change Order #4 - See change order summary sheet for details												
	Change Order #5 - See change order summary sheet for details												
	Change Order #6 - See change order summary sheet for details												
	Change Order #7 - See change order summary sheet for details												
	Change Order #8 - See change order summary sheet for details												
	Change Order #9 - See change order summary sheet for details												
					Sum of all Change Orders								0.00
					CGO Adjusted Contract Amount (Original + Change Orders)								0.00
					Partial Retention Release (Prior approval is needed before proceeding with partial retention release)								
						"Total Work to Date" From Previous Pay Request							
						Retention Withheld From Previous Pay Request							
						"Retention Released to Date" From Previous Pay Request							
						"Total Paid To Date" From Previous Pay Request							
						This Estimate (current work)							
						This Retention (current work) (5%)							
						Current Retention Release							
						This Payment							
						Total Work to Date							
						Retention Withheld to Date							
						Retention Released to Date							
						Total Paid to Date							
						Supervisor Approval (Print & Sign)							

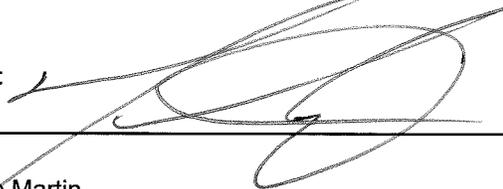
Contractor Entered Data
PM Entered Data

GUARANTEE

We hereby guarantee the: **2012 STREET OVERLAY PROJECT (PN: R15122021)** 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: 09/13/12

Signed: 

Felipe Martin
Printed Name

Martin Brothers Construction
Company

20 Light Sky Court, Sacramento, CA 95828
Address



DEPARTMENT OF
TRANSPORTATION

CITY OF SACRAMENTO
CALIFORNIA

915 I St, RM 2000

ENGINEERING SERVICES
DIVISION

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



ADDITIONAL REMARKS SCHEDULE

AGENCY InterWest Insurance Services		NAMED INSURED Martin Bros. Construction 20 Light Sky Court Sacramento CA 95828	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver Applies And Will Follow From Company. 30-Day Notice Of Cancellation, Except 10-Day Notice For Non-Payment Of Premium Per Policy Provisions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Re: MBC #012-015, 2012 Street Overlay Project (PN: R15122021). City Of Sacramento, Its Officials, Employees, Volunteers Named As Additional Insured Acting Within The Scope Of Their Duties Controlled/Supervised By The Primary (First) Additional Insured, Primary Wording, GL Waiver Attached. WC Waiver Applies And Will Follow From Company. 30-Day Notice Of Cancellation, Except 10-Day Notice For Non-Payment Of Premium Per

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization is held liable for "your work" for that person or organization by or for you.

This endorsement applies to the following work:

Description of Job: See Above

Location of Job: See Above

AI only Effective from:

Effective Date: 10/1/2011

Expiration Date: 10/1/2012

When this endorsement applies, such insurance as is afforded by the general liability policy is primary and any other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

NAMED INSURED: Martin Bros. Construction
20 Light Sky Court
Sacramento CA 95828

ADDITIONAL INSURED: Re: MBC #012-015, 2012 Street Overlay Project (PN: R15122021).
City Of Sacramento, Its Officials, Employees, Volunteers Named
As Additional Insured Acting Within The Scope Of Their Duties
Controlled/Supervised By The Primary (First) Additional

WHO IS AN INSURED (SECTION II) is amended to include as an insured the organization shown in the Schedule above, but only with respect to the operation of vehicles owned by the named insured and operated on behalf of the named insured. This endorsement does not apply to any operations for other than the named insured.

Each person or organization named above is an insured for liability coverage, but only to the extent that person or organization qualifies as an insured under the Who Is An Insured provision of Section II Liability Coverage.

The additional insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium, if applicable, declared by us shall be paid to you.

You are authorized to act for the additional insured in all mailers pertaining to this insurance.

We will mail the additional insured notice of any cancellation of this policy. If the cancellation is by us, we will give thirty days notice to the additional insured.

The additional insured will retain any right of recovery as a claimant under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Re: MBC #012-015, 2012 Street Overlay Project (PN: R15122021). City Of Sacramento, Its Officials, Employees, Volunteers Named As Additional Insured Acting Within The Scope Of Their Duties Controlled/Supervised By The Primary (First) Additional

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



September 11, 2012

City of Sacramento
915 I Street, Room 2000
Sacramento, CA 95828

To Whom it may concern:

Please note that only one corporate officer has signed the attached contracted titled "2012 Street Overlay Project PN R15122021." Martin Brothers Construction only has one corporate officer, Felipe Martin. I have attached our Secretary of State, Statement of Information as backup. If you should have any questions regarding this matter, please feel free to contact me at the number below.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Amy Spence'.

Amy Spence
Administrator
916 642-1264

Attachments: State of California, Secretary of State Statement of Information 01/19/06

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

OCT 16 2007

DEBRA BOWEN
Secretary of State



State of California
Secretary of State

S

06-031074

STATEMENT OF INFORMATION
(Domestic Stock Corporation)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

CORPORATE NAME (Please do not alter if name is preprinted)

RECEIVED

JAN 09 2006

C1963954
MARTIN BROTHERS CONSTRUCTION
3174 LUYUNG DR #3
RANCHO CORDOVA CA 95742

FILED
In the office of the Secretary of State
of the State of California

JAN 19 2006

This Space For Filing Use Only

DUE DATE: 03-31-06

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

NO CHANGE STATEMENT

- If there has been no change in any of the information contained in the last Statement of Information filed with the Secretary of State, check the box and proceed to Item 15.
- If there have been any changes to the information contained in the last Statement of Information filed with the Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes)

3	STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
	20 LIGHT SKY COURT	SACRAMENTO, CA	95828
4	STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE
	20 LIGHT SKY COURT	SACRAMENTO, CA	CA

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added, however, the preprinted lines on this form must not be altered.)

5	CHIEF EXECUTIVE OFFICER	ADDRESS	CITY AND STATE	ZIP CODE
	FRANK MARTIN	9440 BAYVIEW LANE	SACRAMENTO, CA	95827
6	SECRETARY	ADDRESS	CITY AND STATE	ZIP CODE
	FRANK MARTIN	9440 BAYVIEW LANE	SACRAMENTO, CA	95827
7	CHIEF FINANCIAL OFFICER	ADDRESS	CITY AND STATE	ZIP CODE
	FRANK MARTIN	9440 BAYVIEW LANE	SACRAMENTO, CA	95827

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

8	NAME	ADDRESS	CITY AND STATE	ZIP CODE
	FRANK MARTIN	9440 BAYVIEW LANE	SACRAMENTO, CA	95827
9	NAME	ADDRESS	CITY AND STATE	ZIP CODE
10	NAME	ADDRESS	CITY AND STATE	ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS
FRANK MARTIN

13. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
20 LIGHT SKY COURT SACRAMENTO CA 95828

TYPE OF BUSINESS

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
CONSTRUCTION

15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

FRANK MARTIN LEO 1-17-06
TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM SIGNATURE TITLE DATE

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) Martin Brothers Construction	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 20 Light Sky Ct		Requester's name and address (optional) City of Sacramento
City, state, and ZIP code Sacramento, CA 95828		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number	
[] [] [] - [] [] - [] [] [] []	
Employer identification number	
6 8 - 0 3 7 7 8 8 5	

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.

Sign Here	Signature of U.S. person ▶ <i>[Handwritten Signature]</i>	Date ▶ <i>09/11/12</i>
------------------	---	------------------------

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.

Withholding Exemption Certificate

2012

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name
City of Sacramento

Payee's name

Martin Brothers Construction

Payee's
 SOS file no. SSN or ITIN
 CA corp. no. FEIN
6 8 - 0 3 7 7 8 8 5

Address (number and street, PO Box, or PMB no.)

20 Light Sky Ct

Apt. no./ Ste. no.

City
Sacramento

State ZIP Code
C A 9 5 8 2 8

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

Partnerships or limited liability companies (LLC):

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

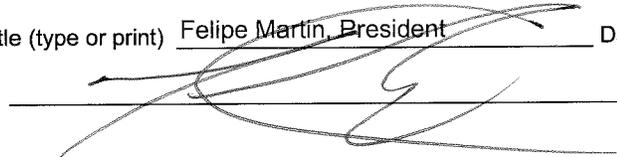
Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Felipe Martin, President Daytime telephone no. 916 381-0911

Payee's signature  Date 09/10/12

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

Private Mail Box (PMB) – Include the PMB in the address field. Write “PMB” first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country’s practice for entering the postal code. **Do not** abbreviate the country’s name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the FTB that the form should not be relied upon.

The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities
- A foreign government or any of its political subdivisions, agencies, or instrumentalities

Important – This form cannot be used for exemption from wage and real estate withholding.

- If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should call 888.745.3886 or go to edd.ca.gov.
- Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation

shareholders, partners and members and allocations of California source income made to foreign partners and members.

- Payments to nonresidents for rents if the payments are made in the course of the withholding agent’s business.
- Payments to nonresidents for royalties with activities in California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information H, Publications, Forms, and Additional Information.

Backup Withholding – Beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the Franchise Tax Board (FTB). The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for **backup withholding**.

If a payee has backup withholding, the payee must contact the FTB to provide a valid Taxpayer Identification Number (TIN) before filing a tax return. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp No.); or Secretary of State (SOS) file number. Failure to provide a valid TIN will result in the denial of the backup withholding credit. For more information go to ftb.ca.gov and search for **backup withholding**.

C Who Certifies this Form

Form 590 is certified by the payee. An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the withholding agent may accept as a substitute certificate a letter from the payee explaining

why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee’s taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the Franchise Tax Board.

For example, if an entertainer (or the entertainer’s business entity) is paid for a performance, the entertainer’s information must be provided. **Do not** submit the entertainer’s agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes. Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled “Individuals — Certification of Residency.”

D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status,

get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders. Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

F What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. **Do not** send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-V, Payment Voucher for Resident and Nonresident Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent

and a copy is given to the payee.

H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: **888.792.4900**

916.845.4900

Fax: 916.845.9512

OR to get forms by mail write to:

TAX FORMS REQUEST UNIT MS F284
FRANCHISE TAX BOARD
PO BOX 307
RANCHO CORDOVA CA 95741-0307

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

SECTION NO. 15 - SCHEDULE OF WAGES DATED JULY 13, 2012

General Decision Number: CA120009 07/13/2012 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
7	07/13/2012

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
--	-------	---------

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 21.21	10.01
Area 2.....	\$ 21.26	12.44
Area 3.....	\$ 21.44	12.31
Area 4.....	\$ 20.93	11.79
Tile Layer		
Area 1.....	\$ 36.08	11.95
Area 2.....	\$ 34.41	13.68
Area 3.....	\$ 38.61	13.73
Area 4.....	\$ 35.45	13.68

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
 Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter,
 Tehama, Yolo, Yuba
 AREA 2: Alpine, Amador
 AREA 3: Marin, Napa, Solano, Siskiyou
 AREA 4: Sonoma

 BRCA0003-014 06/01/2011

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

 * CARP0034-001 07/01/2012

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 37.75	28.88
Diver standby.....	\$ 42.53	28.88
Diver Tender.....	\$ 41.53	28.88
Diver wet.....	\$ 85.06	28.88
Manifold Operator (mixed gas).....	\$ 46.53	28.88
Manifold Operator (Standby).\$	41.53	28.88

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

Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 22.61	16.71
Installer II.....	\$ 19.18	16.71
Lead Installer.....	\$ 26.06	17.21
Master Installer.....	\$ 30.28	17.21
Area 2		
Installer I.....	\$ 19.96	16.71
Installer II.....	\$ 17.01	16.71
Lead Installer.....	\$ 22.93	17.21
Master Installer.....	\$ 26.56	17.21
Area 3		
Installer I.....	\$ 19.01	16.71
Installer II.....	\$ 16.24	16.71
Lead Installer.....	\$ 21.81	17.21
Master Installer.....	\$ 25.23	17.21

 * CARP0046-001 07/01/2012

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.77	25.68
Journeyman Carpenter.....	\$ 32.62	25.68
Millwright.....	\$ 35.12	27.27

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

 * CARP0046-002 07/01/2012

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

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
-------	---------

conduit.

 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.

 ELEC0401-005 12/01/2009

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

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

 * ELEC0551-004 06/01/2012

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.00	14.63

 ELEC0659-006 01/01/2012

DEL NORTE, MODOC and SISKIYOU COUNTIES

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

 ELEC0659-008 02/01/2010

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 47.34	13.74
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 42.27	13.54
(3) Tree Trimmer.....	\$ 29.70	9.94

AREA 2:		
(1) Leverman.....	\$ 40.94	25.40
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.98	25.40
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.86	25.40
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.56	25.40

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

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

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

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

and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

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

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

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

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

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

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

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

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

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

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

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

LABO0067-002 12/01/2011

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

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

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 18.68	8.15
LABORER (Lead Removal)		
Area A.....	\$ 36.25	7.79
Area B.....	\$ 35.25	7.79

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

LABO0067-003 07/01/2009

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

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

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

GROUP 2.....	\$ 26.60	15.82
GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 26.14	15.82
GROUP 2.....	\$ 25.99	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 26.89	15.82
(2) Establishment Warranty Period.....	\$ 20.58	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 25.89	15.82
(2) Establishment Warranty Period.....	\$ 19.58	15.82

FOOTNOTES:

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

LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of

Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 30.62	14.43

LABO0291-001 07/01/2011		

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.87	14.43

PAIN0016-004 01/01/2012		

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 33.09	19.83

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

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

 PAIN0016-005 01/01/2012

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

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.24	18.24

PAIN0016-007 01/01/2012		

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra
 Nevada Mountains), GLENN, LASSEN (west of Highway 395,
 excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada

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

PAIN0567-007 07/01/2011

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

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

PAIN0567-010 07/01/2010

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

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

PAIN0767-004 01/01/2012

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

	Rates	Fringes
GLAZIER.....	\$ 32.24	18.59

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

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

PAIN1176-001 07/01/2011

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway		

Fitter)

(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 49.09	37.36
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 57.75	39.74

PLUM0038-006 07/01/2011

MARIN & SONOMA COUNTIES

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

PLUM0228-001 01/01/2012

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

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

PLUM0343-001 01/01/2012

NAPA AND SOLANO COUNTIES

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

DEFINITION OF LIGHT COMMERCIAL:

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

FOOTNOTES: While fitting galvanized material: \$.75 per hour

PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

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

SFCA0483-003 08/01/2011		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

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

SFCA0669-003 04/01/2012		

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

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.03	19.22

SHEE0104-006 07/01/2009		

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

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

SHEE0104-014 07/01/2009		

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

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

SHEE0162-006 07/01/2011		

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

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

SHEE0162-007 07/01/2011		

apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

APPENDIX A

SACRAMENTO COUNTY ENCROACHMENT PERMIT



ENCROACHMENT PERMIT

SACRAMENTO COUNTY MUNICIPAL SERVICES AGENCY
827 - 7TH STREET, ROOM 105, SACRAMENTO, CA 95814
PHONE (916) 874-6544

U.S.A. TICKET NO. _____

ENUC2012-00142



Phone (800) 227-2600

1. Permit Type: Utility
2. Application is made for permissions to excavate, construct and/or otherwise encroach on County right-of-way by performing the work described below on:

Power Inn Road between Junipero Street and Lorin Avenue

Project Location

3. Scope of Work:

The City of Sacramento, Department of Transportation is scheduled to overlay Power Inn Road between Lemon Hill Avenue and Lorin Avenue during the summer of 2012. A portion of this street segment falls within County jurisdiction along Power Inn Road between Junipero Street and Lorin Avenue. The west side of the street falls within City Right-of-Way and the east side falls within County Right-of-Way. The City plans to overlay both sides of the street and is not expecting any County funding participation for this specific resurfacing project. The overlay design includes removing 3 inches of existing asphalt concrete from the roadway and replacing with 3 inches of hot mix asphalt.

4. **Except for Annual Permits: Permittee shall schedule a pre-construction meeting to activate this permit by calling CMID at (916) 875-2707.**
5. Before starting work, the Permittee shall notify Sacramento County Construction Management at (916) 875-2707, 24 hours in advance of the date work is to begin.
 - a) For emergency work, notification shall be provided within 1 hour of dispatch as defined in Section 7-8.03 of the County Standard Construction Specifications
 - b) No notification required for work that does not involve excavation and does not obstruct or modify pedestrian, bicycle or vehicular traffic patterns.
6. Applicant must check with all Utility Companies serving the area covered by this permit, for location of existing underground pipes, conduits or cables. Underground Service Alert (U.S.A.) does not locate non-pressurized sewer and drainage facilities.
7. Attention is directed to the General Provisions attached hereto and to any specific conditions made a part of hereof.

In consideration of the granting of this application, it is agreed by the applicant that the County of Sacramento and any officer or employee thereof shall be saved harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response to thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with future use of the highway, it must be removed or relocated, as designated by the Director of County Engineering, at the expense of the applicant or their successor in interest.

FOR USE BY UTILITY COMPANIES			
District:		Division:	
Engineer:		Job No:	

Contact Person: Greg Smith
Phone: (916) 808-8364

Applicant Signature: _____

Applicant: City of Sacramento Department of Transportation, Engineering Services Division Greg Smith Phone: (916) 808-8364

Address: 915 I ST Rm 2000 SACRAMENTO CA 95814 - 5814

Invoice #	Fee Item	Fee Due	Fee Paid	Date Paid
			\$0.00	
Fees Due: _____		Fees Paid: \$0.00	Current Balance	\$0.00

DEPARTMENTAL REVIEW	APPROVED	DATE	DEPARTMENTAL REVIEW	APPROVED	DATE
WATER SUPPLY	N/A		WATER QUALITY	N/A	
TRANSPORTATION	YES	5/24/2012	TECHNICAL RESOURCES	YES	5/25/2012
WATER RESOURCES	N/A		Sub. Order Number:	916733	
			Customer Number:	1000006961	

Approved application is subject to payment of fees, pre-construction meeting with CMID, Attachment A, and is revocable at any time. This permit is nontransferable and EXPIRES ONE YEAR from date issued.

***ANNUAL Permits expire December 31 of the year permit is issued.**

On Behalf of the Director of County Engineering

By: _____
CMID INSPECTOR Date

Plan Submittal Date: 5/23/2012	"ASBUILT" Inspector Approval _____ Name Date
-----------------------------------	---

-ATTACHMENT A-
STANDARD REQUIREMENTS
FOR
SACRAMENTO COUNTY ENCROACHMENT PROJECTS

REQUIREMENTS AND STANDARDS

Provisions of the most recent editions of the County of Sacramento Standard Construction Specifications (SCS) and the County of Sacramento Improvement Standards shall apply to all work covered under this encroachment permit. This permit is issued in accordance with Division 2, Chapter 5.5 of the Streets and Highways Code of the State of California and Chapter 12.08 of the Sacramento County Code as amended on January 6, 1998. The following requirements shall also apply to this work.

ACCEPTANCE OF PROVISIONS

It is understood and agreed by the Permittee that performing any work under this permit shall constitute an acceptance of the general and specific conditions hereof.

WORK AND MATERIALS

Work and materials shall be in accordance with the current edition of the County of Sacramento "Standard Construction Specifications." All work shall be in compliance with the Americans with Disabilities Act.

VALID PERMIT KEPT ON SITE

This permit is valid only for work done in the unincorporated Sacramento County area. Any use of private property for storage of materials, trenching and/or placement of signage (other than traffic control devices) shall be approved by the property owner of the land parcel or acting agent thereof. This permit shall be kept on the worksite and must be shown to any authorized representative of the Agency or any law enforcement officer upon demand. Fines for failing to provide a valid permit may be accessed in accordance with Chapter 12.08 of the Sacramento County Code.

GENERAL DEPOSIT

Applicant shall post a \$2,500.00 deposit as specified in Chapter 12.08 of the Sacramento County Code. The deposit may be released 180 days after acceptance of the work provided all inspection costs have been paid in full where applicable.

GUARANTEE

Should any failure of the work occur within a period of one year after completion and acceptance by the Agency, (i.e., sign off of permit), including the refilled excavation settling or if the resurfacing or restoration of the roadway disintegrates or develops ruts or holes or if found that materials used were not in compliance with County Standard Specifications, the permittee shall repair and/or resurface the work to the satisfaction of the Agency. If the permittee fails or refuses to do such corrective work, the County may elect to complete the corrective work and collect the cost of the work from the permittee, or to pursue such other remedies as may be available to complete the corrective work at the permittee's expense.

PROSECUTION OF WORK

Any work authorized by this permit shall be performed in a workmanlike, diligent and expeditious manner to the satisfaction of the Agency.

U.S.A. NOTIFICATION REQUIRED

The Permittee shall notify Underground Service Alert two working days in advance of performing excavation work by calling the toll-free number (800) 227-2600. U.S.A. notification to be renewed at not more than 14 calendar day intervals.

Disregard for or destruction of underground utilities may be cause for revocation of this permit and/or denial of future permits at the discretion of the Agency. Any utility so damaged shall be immediately reported to the owner and the Agency.

ADDITIONAL NOTIFICATION REQUIREMENTS

Work performed within the former McClellan Air Force Base must be coordinated with Paul Bernheisel (916) 997-1798 or Mike Swart at (916) 643-0830, ext. 230. A McClellan Facility Encroachment permit is required through these contacts prior to obtaining a County Permit.

Work performed within the former Mather Air Force Base must be coordinated with Clark Whitten at (916) 874-2555. Address: 700 H Street, Ste. 7650, Sacramento, CA 95814

STORAGE OF EQUIPMENT OR MATERIALS WITHIN THE RIGHT-OF-WAY

No equipment or materials shall be parked or stored within any traffic lane or within the public right-of-way at any time of day or night, including holidays and weekends without written consent from the Department of Transportation (SCS sec.12-1)

TREES

Unless specifically approved on the face of this permit, the removal or trimming of a tree(s) requires a separate tree permit per County Ordinance, call (916) 874-6291.

TRAFFIC CONTROL REQUIREMENTS AND HOURS OF WORK

A traffic control plan (or plans) shall be submitted for review and approval for any work requiring modifications to existing traffic patterns. The traffic control plan (or plans) shall include provisions for vehicular, pedestrian and bicycle access. Additionally, the traffic control plans (or plans) shall address traffic signal operations for any work performed within 200 feet of a signalized intersection.

Contractor shall contact schools affected by construction to determine if school is in session. If school is in session, no construction activities shall take place 30 minutes before and 30 minutes after the arrival (am) or departure (pm) bell. Contractor shall also be responsible for providing notification to any fire station that could potentially be affected by construction activities.

Transportation routes involving a river crossing over the American River have been identified as being critical for traffic circulation between areas north and south of the river. In order to maintain traffic flow across these critical corridors, no lane or road closures are permitted from 7:00 am to 9:00 pm at the following locations:

Watt Avenue	Between Folsom Boulevard and Fair Oaks Boulevard
Sunrise Boulevard	Between Folsom Boulevard and Fair Oaks Boulevard
Hazel Avenue	Between Folsom Boulevard and Winding Way

Lane or road closures at these locations during the times indicated will only be allowed in emergency situations or with the written approval of the Director of the Department of Transportation or his designee.

ROAD CLOSURE

No highway or street may be closed without first obtaining approval in writing from the Agency. If permission is granted, it shall be the Permittee’s responsibility to notify the Highway Patrol and Fire Department prior to closing the street.

LANE/ROAD CLOSURE DURING NOVEMBER/DECEMBER HOLIDAY SEASON

Unless specifically approved by the Agency, construction will be suspended and no activities that interfere with public traffic shall be conducted on designated streets during the holiday season (defined as the four-day Thanksgiving weekend and December 8 through January 1). All existing pits, excavations, trenches, and openings in the road surface shall be backfilled and paved to produce a level and smooth surface. All barricades and barriers shall be removed from all traffic lanes, unless authorized by the Agency as long-term traffic controls. SCC 7-8.06

MAINTAINING AND PROTECTING TRAFFIC CONTROL FACILITIES

Metal objects (such as manhole frames and lids, valve boxes, bore casings, etc.) shall not be installed within 72 inches of a traffic detector loop. Any traffic signal or detector operation disruption shall be repaired and the system made operational within eight hours of the damage. Should the County elect to provide repair or replacement services, the Permittee shall be required to reimburse the County for all costs involved.

DIRECTIONAL BORE REQUIREMENTS

Prior to beginning work, the contractor must submit to the Agency (County of Sacramento Inspector) a general work plan. Verify all underground utilities in accordance with Government Code 4216 (SCS sec. 6-16). Before drilling, prepare a directional bore profile showing all verified utility depths with utility required clearances and the projected bore path (elevation). Contractor shall provide directional bore profile to the Agency (County of Sacramento Inspector) prior to drilling. Directional bore depths to be a minimum of 42 inches below pavement grade. Directional bore profile, log of boring operation and a guidance system log shall be kept onsite with the permit. Surface incisions on project streets shall not exceed industry bore pit standards. In the event surface incision dimensions (i.e., length and width) exceed industry bore pit standards (as determined by the Agency), additional pavement restoration will be required. Additional pavement restoration shall include a slurry seal placed over the entire width of the roadway (or to the roadway centerline if disturbances are isolated to one half of the roadway) to encompass the area of restored pavement. Surface incisions located within 50 feet shall be included in the same slurry seal area. Slurry seal shall extend 4 feet beyond the outermost surface incisions.

TUNNELING

No tunneling will be permitted except on major work as may be specifically approved and set forth on the permit thereof. Tunneling under sidewalks are also not allowed.

PROTECTION OF EXISTING SURFACES

The permittee's contractor shall use appropriate equipment, construction methods and effort/care to prevent damage to existing pavement. The permittee shall also document the pre-existing pavement conditions in a manner that will allow construction damage to be identified. The permittee shall make a post construction evaluation of the pavement surface upon completion of the work and will be responsible for repairing all damage to the pavement surface resulting from construction activities. The permittee will also be responsible for repairing any damaged pavement that cannot be identified as pre-existing.

Excavations within sidewalk areas, when not active, must be covered with a material suitable for pedestrian use and secured to avoid shifting. The excavation shall be covered for no more than 7 days (i.e., the excavation must be backfilled and the surface restored within 7 days of initial excavation). Sidewalk repairs shall conform to Sacramento County Details 4-25 and 4-43.

MAINTENANCE

The permittee agrees to exercise reasonable care to properly maintain any encroachment placed by it in the County right-of-way. The permittee further agrees to repair any damage to portions of the right-of-way which occurs as a result of the maintenance of the encroachment.

TRENCHING

Not more than one-half of the width of a traveled way shall be disturbed at one time and the remaining width shall be kept open to traffic by bridging or backfilling. Pedestrian and bicycle facilities shall be maintained through the work site at all times unless provisions have been shown on an approved traffic control plan.

TEMPORARY BRIDGING OF EXCAVATIONS AND TRENCHES

The use of steel plates shall be approved by the Agency prior to installation. Steel plates used in the roadway, shall have the name and 24 hour emergency telephone number of the contractor responsible for maintaining the plates stenciled on the roadway pavement adjacent to the plates. Painted text shall be in white lettering. The text shall be neatly stenciled lettering, a minimum five inches (5") in height and shall be maintained in a neat and legible condition for the duration of plate placement. Steel plates shall conform to the following width and thickness requirements:

<u>Steel Plate Width</u>	<u>Min. Thickness</u>
18" or less	¾"
18" to 72"	1"
Width greater than 72"	per analysis by engineer

When steel plates are used to cover excavations on a primary collector or arterial right-of-way (right-of-way widths 56 feet or greater) and where the related work is to take place for longer than two (2) weeks, the steel plates shall be inlayed or recessed into the existing pavement. Existing pavement surface shall be milled out to ensure that the top of plate elevation matches the existing elevations of the adjacent pavement surface. Steel plates must be large enough to allow a minimum of one foot (1') of bearing on all sides of the trench.

When steel plates are used to cover excavations on local roads (right-of-way widths of <56 feet) they shall be placed on top of the asphalt with transitional ramps of MC250 asphalt mix (cutback) against all vertical edges of the plates. All ramping must be accomplished to provide a minimum angle of approach of twelve to one (12:1), providing a smooth, gradual transition between the pavement and the plate. Steel plates shall be anchored to the roadway surface with pins or spikes on the four (4) outermost corners. Additional pins shall be placed as necessary to assure the steel plates are secured. Pins shall be installed such that they do not protrude above the plate surface anymore than is necessary to anchor the plate and shall not create a hazard

for the motoring or pedestrian public. Steel plates should be welded together to prevent shifting/bouncing where necessary. Where the Street surface is uneven, plates shall be bedded on MC250 asphalt mix (cutback). The steel plates shall extend beyond the edge of the trench a minimum of 18", but no more than 30" on all sides. No corner of any steel plate shall protrude into the traveled way as to create a hazard to the motoring public.

Steel plates shall have a nonskid surface static coefficient of friction of 0.35 per California Test 342 for all steel plates within traveled roadway, and 0.50 per ASTM C 1028 for those steel plates in pedestrian crosswalks or accessible areas. When required by the Agency, the Contractor shall certify in writing to the Agency that steel plates to be used in the Work meet the required static coefficient of friction.

The length of a series of plates running parallel to traffic wheel paths shall not exceed 30' unless approved by the agency or noted in the TCP or contract drawings. Steel plates shall not remain on the roadway for longer than seven (7) calendar days, unless otherwise approved by the Agency

Trench walls and adjacent soils shall be sufficiently stabilized prior to the use of steel plates for bridging. For conditions that require a support structure (wide excavation with multiple plates), the system must be designed by a registered professional engineer and submitted to the Agency for approval before use.

Steel plates shall be installed to operate with minimum noise levels as indicated in Sacramento County Code, Section 6.68, "Noise Control". All steel plates within the right-of-way, whether used in or out of the traveled way, shall be without deformation (e.g., chains, attachments, weldments, or irregularities that can constitute a hazard). BUMP (W8-1) warning signs shall be properly posted and maintained in advance of all roadway plates placed on the surface of the pavement. The Contractor is responsible to maintain the steel plates in a proper condition until the roadway is properly back-filled and patched to allow for the safe passage of vehicles. The Contractor shall be responsible for any damages or injuries which may occur as a result of the plates being placed in the roadway. The Contractor must reimburse to the Agency any cost for emergency repairs.

In sidewalk areas, one and one-eighths inch (1-1/8") plywood with a nonskid surface static coefficient of friction of 0.50 per ASTM C 1028 may be substituted for steel plating where the excavation is less than two (2) feet deep and when authorized by the Agency. Transitional ramps of MC250 asphalt mix (cutback) shall be installed against vertical edges in the direction of pedestrian traffic (both up and down-stream). All ramping must be accomplished to provide a minimum angle of approach of twelve to one (12:1), providing a smooth, gradual transition between the sidewalk and the plate. Plywood shall extend beyond the edge of the trench and any overlap shall be a minimum of 18". Plywood shall not be placed such that it protrudes past the sidewalk edge.

REMOVAL OF USA MARKINGS

Before the project is accepted as complete, all USA and other construction related markings shall be removed to the satisfaction of the Agency. Removal shall occur within two (2) months of the date the markings are no longer needed, or upon completion of the work, whichever is sooner. The Agency will accept natural weathering of markings if the markings disappear within the two-month period. If the markings are in brick paver or concrete areas and if by natural weathering or other approved removal methods the markings still remain, the contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Excavators and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with the federal, state and local requirements of the National Pollutant Discharge Elimination System (NPDES) and the Regional Water Quality Control Board.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the Agency at its discretion. The Agency will charge the excavator a service fee equal to the actual costs of removal plus an administrative fee of 20% for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with NPDES.

DAMAGE TO EXISTING IRRIGATION SYSTEMS

Irrigation systems owned or operated by the County of Sacramento are located within the right-of-way and on dedicated property outside the right-of-way. In the event the irrigation systems are damaged due the permittee's activities, it shall be repaired under the supervision of the Department of Transportation, Contract Landscape Section staff (916-875-5123). The system shall be repaired in accordance with the current County Standards. Care shall be taken to eliminate any debris from entering the system. Any damage resulting from repairs or contamination will be the responsibility of the permittee. A contractor working in the Landscape construction or maintenance field shall be required for all necessary repairs to the landscape system.

Any permittee working in the right-of-way shall verify the location of the utilities with regards to easements. It shall be the permittee's onus to verify they are not encroaching on dedicated properties such as Assessment District parcels along the right-of-way. In the event a utility has been installed on dedicated property outside of the right-of-way or utility easements, or is planned to be placed on dedicated property, a utility easement must be acquired.

DRIVEWAYS

Portland cement concrete is not allowed for private driveway approaches within County right-of-way unless specifically approved by the Director of the Department of Transportation.

CLEANUP

All roadside drainage ditches shall be restored to a true grade and intake and outlet ends of all culverts shall be left free from all excess material and debris.

RECORD DRAWING

Upon completion of underground or surface work of consequence, the Permittee shall furnish record drawings to CMID showing location and details of work performed.

FUTURE MOVING OF INSTALLATION

The installation authorized herein shall, upon demand of the Agency, be relocated in a timely manner by, and at the sole expense of the Permittee whenever construction, reconstruction, maintenance, or traffic conditions on the highway may require such relocation. The permittee must commence such relocation within the time specified in said demand and thereafter diligently prosecute the same to completion.

BACKFILLING OF POTHoles AND BORINGS WITHIN PAVEMENT AREAS

Backfilling of potholes or similar types of minor excavations shall be with native or aggregate base materials compacted to 95%. In lieu of using compacted materials, controlled density fill (CDF) conforming to section 50-15 of the SCS may be used.

Backfilling of borings for soil or ground water sampling shall be in accordance with Sacramento County Environmental Health Requirements and County Standards. Backfilling of borings within pavement areas shall utilize cementitious grout materials regardless of the depth of encountered ground water. Backfilling of the upper one foot of borings/monitoring wells located in pavement areas shall consist of either high strength

non-shrink grout or fast-setting concrete (minimum compressive strength of 4000 psi). The grout/concrete shall be uniformly color stained black to match surrounding asphalt surfaces (surface staining of placed concrete is prohibited). Placement of material shall utilize hand-rodding methods to facilitate consolidation. Once placed and rodded the surface shall be finished smooth using hand-trowel or other methods.

In the event that consolidation of backfill materials occurs within the first 24-hours of placement resulting in settlements within the boring/monitoring well hole greater than ¼-inch, the hole shall be subsequently refilled with high strength non-shrink grout as required to reestablish a smooth surface. Additionally, if separation/shrinkage of the placed concrete is greater than 1/8-inch occurs along the outer perimeter of the filled hole, a flexible sealant shall be placed such that it uniformly fills associated gaps/voids. If the above criteria are not satisfactorily met, the County Inspector may require cutting/grinding within affected areas and subsequently repave in accordance with County Drawing 4-31.

TEMPORARY PAVEMENT REQUIREMENTS

Vehicular travel over backfilled but unpaved excavations will not be allowed. The Contractor shall provide a temporary surface suitable for driving consisting of at least one and one half inches (1-1/2") of plant mix type "A" asphalt concrete on all roadways with two or more marked traffic lanes in each direction or plant mix type "A" or asphalt plant mix cutback on all other roadways.

All temporary paving shall be identified by painting the words "TEMPORARY PAVEMENT" along with the name of the contractor responsible for maintaining the temporary paving material and the date in which the material was placed. Painted text shall be in white lettering at the beginning, ending and along the length of the temporary paving at a spacing not to exceed 500 ft. The TEMPORARY PAVING and the contractor or utility's name shall be neatly stenciled 5 inches minimum in height and shall be maintained in a neat and legible condition. The date in which the material was placed may be painted free hand without the use of a stencil, but must be legible.

Temporary pavement and/or portions of temporary pavement totaling 1000 ft or greater in length shall also be identified with a construction sign placed along the edge of the roadway and constructed in accordance with section 34 of the SCS. Temporary pavement signs shall be 30" X 30" in a diamond configuration and shall be orange with 5 inch black lettering. Signs shall be installed at the beginning, ending and at a spacing not to exceed 1000 ft. and shall be installed within the road right of way whenever possible. Signs shall not be installed in a location that would obstruct visibility or create an obstacle for pedestrians. Property owner's permission must be obtained if sign is placed on private property.

In no case shall temporary pavement be allowed to remain for a period greater than 30 calendar days unless specifically approved by the Department of Transportation Right-of-Way Management Section.

RESTORATION OF SURFACES

Replace section 14-3 STREET AND PARKING LOTS and Section 14-4 CONCRETE of the County Standard Construction Specifications with the following:

14-3 STREETS AND PARKING LOTS

14-3.01 Trench Restoration

Edges of trench restoration shall be cut/grind so that edges are parallel or perpendicular to the centerline of the roadway. All required sand/slurry/fog seal must be placed so that edges are parallel or perpendicular to the centerline of the roadway. Edges of existing pavement that are broken or damaged shall be removed and neatly trimmed back to stable and undisturbed base and surface materials. For locations where the existing pavement is severely fractured, remove loose asphalt to the nearest crack beyond the specified restoration limits.

Repaving of trenched areas shall be in accordance with Standard Drawing 4-31 with the following exceptions:

Minor Streets

Alternate 1 – Comply with requirements of Drawing 4-31 except eliminate tee portion of asphalt restoration by limiting the extent of paving to the projected area above the trench. Follow the trench paving with a 1-1/2 inch grind and overlay from lane line to lane line or edge of pavement.

Alternate 2 – Comply with requirements of Drawing 4-31. Slurry seal or sand seal from edge of pavement to centerline of roadway. Fog seal over the entire roadway from edge of pavement surface to edge of pavement surface may be substituted for slurry/sand seal requirement.

Arterial and Thoroughfare Streets

Comply with requirements of Drawing 4-31 except add requirements for roadways between three and five years old to all roadways greater than 3 years old. Remove “Center Of Traffic Lane” from note. No Slurry seal or sand seal required.

14-3.01 Repair to areas damaged by Contractor’s Operations

Areas of existing asphalt surfaces damaged during construction shall be removed and the top four inches (4”) of base material shall be re-compacted to a minimum relative compaction of ninety-five percent (95%). Base or underlying material that is wet, loose, or otherwise unsuitable for supporting new paving shall be removed to a maximum depth of twelve inches (12”) below the bottom surface of the new asphalt pavement section and replaced with aggregate base material per the requirements of Section 22, “Base Material”, of the County Standard Construction Specifications. Aggregate base material shall be compacted in layers not exceeding six inches (6”) in depth to a minimum relative compaction of ninety-five percent (95%). If unsuitable materials exist below this depth, an approved geotextile fabric shall be installed prior to placing the aggregate base materials.

14-3.02 Asphalt Concrete

The asphalt concrete shall conform to requirements specified in Section 23, “Asphalt Concrete”, of the Sacramento County Standard Construction Specifications. If the existing pavement surfacing is rubberized asphalt, top layer of new asphalt surfacing shall match the existing. Special attention should be noted that section 23-3.02 “Binders” specifies that “Conventional dense graded asphalt used on on-ramps, off-ramps, arterial streets and thoroughfare streets shall use PG70-10 binder.”

Contractor is responsible for developing and providing appropriate placing and compacting techniques for producing asphalt concrete in conformance with these specifications including the determination of minimum acceptable paving temperatures for the specific mix to be used. In no case however shall any layer of asphalt concrete be placed when the atmospheric temperature is below 50°F, during raining weather or when the roadway is moist or damp. For the purpose of this provision, "raining" shall mean any weather condition that causes the roadway to become moist or damp. In the case of sudden precipitation, all paving work must stop immediately, all asphalt concrete on site not yet placed and all asphalt concrete in transit from the plant shall be rejected. Asphalt concrete shall be delivered to the site in a thoroughly blended condition and spread by a self-propelled asphalt paving machine in such a manner as to avoid segregation during the placing operations and placed in such a manner as to achieve a density of not less than 92%, nor greater than 97% (CTM 309). Prior to placing each lift of asphalt concrete pavement, the vertical edges of any existing pavement, curbs, and gutters adjoining the area to be paved shall be clean and given a tack coat of asphaltic emulsion. Asphaltic emulsion shall be of the high viscosity type subject to the approval of the Agency, and shall conform to Sections 39 and 94 of the State Specifications. Asphalt paving machine shall be used for placing the finish lift of asphalt concrete paving on all trench restorations. Limited areas inaccessible to mechanical spreading and compaction equipment or where

irregularities or unavoidable obstacles exists may be spread, raked and luted by hand tools or other methods approved by the Agency. Asphalt paving machines shall be mechanical spreading and finishing equipment provided with a screed or strike-off assembly capable of distributing the material to not less than the full width of the trench. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving or gouging and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The paver shall operate independently of the vehicle being unloaded.

Final pavement surface for trenches greater than 3 feet in width and which are mostly parallel to the centerline of the street shall not vary from the edge of a 10 foot straight edge (placed parallel and perpendicular to the trench) by more than 3/8-inch, except at intersections or changes in grade.

Final pavement surface for trenches 3 feet or less in width, bore holes having an area less than 50 square feet, and trenches of any width not mostly parallel to the centerline of the street shall match the smoothness of the existing pavement, except final pavement surface grade shall not exceed 3/8-inch above a line between the existing pavement surface at each edge of the excavation. Final pavement below this line is not acceptable.

Pavement not meeting the above requirements shall be removed and replaced. Such pavement shall be removed to a minimum depth of 1-1/2 inches for the full width of the trench. The minimum length of removal along the trench shall extend for 4 feet beyond the ends of the non-conforming areas, but in no case exceed the limits of the original pavement repair.

14-3.02A Density requirements

The County may require testing of the asphalt concrete used in pavement restoration to verify that the materials being place conforms to these specifications. Density of asphalt concrete for quality control purposes may be determined by nuclear gage testing or other approved nondestructive testing method. At the County's request, the Contractor shall provide quality assurance testing based on sampling of the asphalt on a lot basis defined as each five hundred (500) linear feet of trench. Compaction results shall be from comparing the average of density of cores taken from the compacted pavement to the Maximum Theoretical Density (Rice) as determined by California Test 309 (CT 309) taken from randomly sampled material on a lot basis. A minimum of two (2) cores per lot shall be sampled with half of the cores taken at the joint between the newly placed and the existing asphalt concrete (not more than 1 ft away from existing asphalt concrete). Contractor shall meet with the inspector and mutually agree on the sampling location. The density of each core shall be determined per CTM 308. The core samples shall be four inches (4") in diameter. Samples shall be neatly cut with a saw, core drill, or other approved equipment. If the density does not fall within the specified density range, the Contractor may test at two additional locations within the same 500 linear feet of trench area and average the results of all three tests. This averaged result shall fall within the above-specified range. The Contractor shall notify the County inspector prior to paving and provide contact information for Contractor's testing personnel. The Agency reserves the right to conduct parallel quality assurance testing at its discretion in accordance with Caltrans test methods, 308, 309, and 375. Asphalt not meeting the above specified compaction requirements will be rejected on a lot basis.

14-3.03 Seal Coats

Specified seal coat treatment shall conform to the following requirements and shall not be placed until at least seventy-two (72) hours after the placement of the final paving lift.

Slurry Seal

Slurry seal shall be furnished and placed as specified in Section 37-2, "Slurry Seal", of the State Specifications, with the exception that the fifth paragraph of Section 37-2.06, "Placing", shall be modified to provide that the thickness of application of slurry seal shall be adjusted to provide one (1) layer not less than one eighth inch (1/8") thick nor greater than one-quarter inch (1/4") thick. The requirement for wetting surface prior to placement of slurry seal is waived.

Sand Seal

Sand seal shall be furnished and placed as specified in Section 37-1, "Seal Coats", of the State Specifications with the exception of the requirements for the asphaltic binder and aggregate. Asphaltic binder and aggregate shall be as follows:

- The asphaltic materials for sand seal shall conform to the requirements in Section 50-17, "Asphalt, Liquid Asphalt, and Asphaltic Emulsion", of these Specifications. The asphaltic materials shall be CRS 1.
- The rate of application of CRS 1 shall vary between 0.08 and 0.15 gallons per square yard as directed by the Agency, depending upon the surface condition and weather.
- Aggregate for sand seal shall conform to Section 37-2.02C, "Aggregate", of the State Specifications and shall be spread at the rate of six (6) to ten (10) pounds per square yard, or as directed by the Agency. Preparation of seal coat, applying bituminous binder, spreading, and finishing shall be in accordance with Section 37, "Bituminous Seals", of the State Specifications, with the exception that steel wheeled rollers for sand seal may be eliminated and the pneumatic roller used for all seal operations. Asphaltic emulsion shall be applied by a distributor truck.

Fog Seal

Fog seal shall be furnished and placed as specified in Section 37-1, "Seal Coats", of the State Specifications. Asphaltic emulsion shall be applied by a distributor truck. The rate of application of Slow Setting Asphaltic Emulsion shall vary between 0.08 and 0.15 gallons per square yard as directed by the Agency, depending upon the surface conditions and weather. If the Fog Seal was not properly applied and a slippery surface results, a dry choke cover of dry clean fine sand shall be applied to the surface.

14-3.04 Shoulders

Surface restoration of trenches located in a shoulder within six feet (6') of the traveled way shall consist of a structural section equal to the original, or as shown on the Plans, but having a minimum of five inches (5") of aggregate base compacted to a relative compaction of ninety-five percent (95%).

14-3.05 Cuts in New Pavement

Cuts in pavement that have been constructed within three (3) to five (5) years, or cuts in pavement that have been overlaid within three (3) to five (5) years shall receive a 1-1/2 inch grind from lane line to lane line or edge of pavement and overlay of asphalt concrete in conformance with these specifications. A seal coat will not be required.

Cuts in pavement that have been constructed within the last three (3) years, or those streets that have been overlaid within the last three (3) years are not allowed without special approval. If after

determining that no other feasible options exists, the Sacramento County Dept. of Transportation may grant a waiver to this restriction with restoration requirements in addition to those specified.

14-4 CONCRETE

Repairs to concrete curbs, gutters, sidewalks, driveways and other concrete surfaces shall be made by removing and replacing the entire portions between joints or scores, except as follows:

- Curb and gutter shall be replaced between saw cuts so that the remaining or new curb and gutter will not be less than four feet (4') in length, measured from the saw cut to the nearest score mark, expansion joint, construction joint or weaken plane joint.
- The entire width of sidewalk shall be replaced between saw cuts for a length of not less than four feet (4') in length, measured from the saw cut to the nearest score mark, expansion joint, construction joint or weaken plane joint.
- Driveways shall be replaced as directed by the Agency, either completely or partially by saw cutting in the middle of the driveway.
- Existing driveways not in conformance with current ADA requirements shall be completely removed and replaced to conform to current requirements.
- In accordance with section 4-18 of the County of Sacramento Improvement Standards and the American with Disabilities Act (ADA), California Code of Regulations, Title 24 and the California Manual on Uniform Traffic Control Devices, any modification of any portion of an intersection shall require access improvements to all corners of that intersection. Re-construction of existing sidewalk ramps as a result of damage to the sidewalk ramp shall be considered a modification to a portion of the intersection. All existing corners of an intersection where sidewalk ramps are not in conformance with current ADA requirements shall be completely removed and replaced to conform to current requirements.
- Curb dowels and reinforcing shall be provided and installed in accordance with Section 27-6 of the County Standard Construction Specifications.

Replacement shall be in accordance with the applicable requirements, including the placement of Aggregate Base Class 2 under the new concrete as specified in Section 27, "Curb, Gutter, Sidewalk, and Drainage Structures" of the County Standard Construction Specifications. Pedestrian access shall be maintained in accordance with Section 6-12.02, "Pedestrian Access" of the County Standard Construction Specifications.

P:\Shared Folders\R-O-W Management\Encroachment\Attachment A Comments - February 2012.doc

County of Sacramento
ENCROACHMENT INSPECTORS vers. 07/15/10

Alyce Campos
591-0367 and
Chuck Anderson
599-8194

Janelle Spencer
591-0832

Robert Harvey
539-0629

Ben Riordan
204-4968

Terry Haney
508 - 9623

Terry Haney
508 - 9623

CAP CITY FWY

I-80

SUNRISE BLVD.

WATT AVE.

HWY 50

ELK GROVE FLORIN RD. SOUTH WATT AVE.

CALVINE RD.

GRANT LINE RD.

JACKSON HWY.

HWY 99

ENCROACHMENT BOUNDARIES:

There are Three areas North of the American River, and Two areas South of the American River. The current breakdown is:

Alyce Campos	916 591-0367	North of the American River, west of Watt Ave, and north of I-80
Chuck Anderson	916 599-8194	

Robert Harvey	916 539-0629	North of the American River, south of I – 80, Watt Ave to Sunrise Blvd.
---------------	--------------	---

Janelle Spencer	916 591-0832	North of the American River, south of I – 80, east of Sunrise Blvd.
-----------------	--------------	---

Terry Haney	916 508-9623	South of the American River and the City of Sacramento, west of south Watt and Elk Grove Florin Rd. South And East of City of Elk Grove, South of Jackson Hwy
-------------	--------------	---

Ben Riordan	916 204-4968	South of the American River, east of South Watt and Elk Grove-Florin Rd, North of Calvine Rd. and the Jackson Hwy.
-------------	--------------	--

Seth Acosta
Encroachment Supervisor
916 875-2782

Department of Transportation Specific Comments

DESCRIPTION:

Permit No. ENUC2012-00142

Description of Work: Extend City of Sacramento pavement overlay project on Power Inn Road into County jurisdiction between Junipero Street and Lorin Avenue

SPECIFIC REQUIREMENTS FOR ALL ENCROACHMENT PERMITS

- A mandatory preconstruction meeting is required prior to beginning any work on site. This permit is not activated and therefore not approved until a preconstruction meeting held.
- Site specific notification must be given to Sacramento County Construction Management and Inspection Division at (916) 875-2707 a minimum of 24-hours prior to any work.
- The deposit may be released 180 days after the acceptance of the work provided all inspection costs have been paid in full where applicable.
- Applicant is aware that permit fees DO NOT include inspection charges. Inspection charges will be billed separately at a later date.
- All work covered under this encroachment permit shall comply with the provisions of the revised January 2008 edition of the County of Sacramento Standard Construction Specifications (SCS) and the Standard Requirements for Encroachment Permits (attachment "A"). Prior to the start of any work, it is the responsibility of the applicant to be sure that all requirements including those indicated on "Attachment A" and the SCS are fully understood. Any failure to comply with any of the requirements indicated on attachment A, the SCS or any requirements indicated below may result in work stoppage, fines and/or penalties, or both. This permit is issued in accordance with Division 2, Chapter 5.5 of the Streets and Highways Code of the State of California and Chapter 12.08 of the Sacramento County Code as amended on January 6, 1998.
- Specific attention is directed to the "BACKFILL AND PAVEMENT RESTORATION REQUIREMENTS" section of attachment "A". All work covered under this permit shall conform to these requirements. Deviations from these requirements shall be reviewed and approved (if appropriate) in writing separately from this encroachment review process.

POSSIBLE CONFLICTING PROJECTS

- No projects are proposed at this location which will conflict with the work covered under this permit.

TRAFFIC CONTROL REQUIREMENTS

- Construction traffic controls shall be provided in conformance with the Sacramento County Department of Transportation Traffic Control Templates. These templates can be obtained through the Department website at <http://www.msa2.saccounty.net/transportation/Pages/TrafficControlPlansandDetourPlans.aspx>

TRENCH CUT FEES:

- No trench cut fees are required for this project.

PAVEMENT MORATORIUM:

- No roadways included under this permit are subject to the pavement moratorium

HOLIDAY MORATORIUM:

- Power Inn Road is included as a Holiday Moratorium Street. All construction work on Power Inn Road will be suspended and no activities that interfere with public traffic shall be conducted on designated streets (as identified above) during the holiday season (defined as the four-day Thanksgiving weekend and December 8 through January 1). SCSCS 7-8.06

OTHER SPECIFIC COMMENTS:

- None

Reviewed by GK on 5/24/12 – Sac County ROW Management Section

APPENDIX B

CORE LOCATIONS AND MEASUREMENTS

Table 2 - 2012 Sacramento DOT Overlay Program - Power Inn Road
Preliminary Core Locations and Measurements

Street Name	Begin	End	No. of Cores	Core No.	Direction	Lane	Station (ft) ⁽¹⁾	Depth to Fabric (in)	Depth to Overlay (in)	Total AC Thickness (in)	Total PCC Thickness (in)	AB Thickness (in)	Moisture Content (%)	Plasticity Index	R-Values
Power Inn Road	Lemon Hill Avenue (0+00)	Lorin Avenue (61+79)	12	C-1	SB	2	3+97	2.5	2.5, 3.5	7.75	NONE				
				C-2	NB	2	9+17	2.25	2.25, 4.0, 6.375	9.625	NONE	13.25	15.6	7	14
				C-3	SB	1	13+20	2.25	2.25, 4.0	9.0	NONE				
				C-4	NB	1	17+95	2.25	2.25	7.5	NONE				
				C-5	SB	2	22+48	2.5	2.5, 4, 7.5	6.625	NONE	11.125	23.9	24	8
				C-6A	NB	1	30+28	2.0	2.0	7.25	NONE				
				C-7	SB	1	34+55	2.25	2.25	5.0	NONE				
				C-8	NB	2	39+31	2.875	2.875	6.25	NONE	14.75	14.2	3	67
				C-9	SB	2	44+00	2.625	2.625	6.0	NONE				
				C-10	NB	TP	49+64	2.0	2.0	5.25	NONE				
				C-11	SB	1	54+53	2.125, 6.375	2.125	6.375	NONE				
				C-12A	SB	1	60+95	NONE	NONE	2.625	NONE	14.125	12.2	6	11

⁽¹⁾ Core locations are provided based on FWD measurements with defined project stationing, with a beginning station of 0+00.

