

Meeting Date: 3/12/2013

Report Type: Consent

Report ID: 2013-00204



City Council Report

915 I Street, 1st Floor

www.CityofSacramento.org

Title: Contract: Sacramento City College Pedestrian/Bicycle Bridge Foundation Project (T15065700)

Location: The Sacramento City College Pedestrian/Bicycle Bridge Foundation Project is located adjacent to the Union Pacific Railroad near 24th Street and 12th Avenue, District 5

Issue: This foundation project is the first phase of the larger bridge project which is being completed in advance to ensure State Proposition 1B funds are expended prior to June 30, 2013 or these funds will expire and will be lost to the City.

Recommendation: Pass a Motion: 1) approving the Plans and Specifications for the Sacramento City College Pedestrian/Bicycle Bridge Foundation Project (T15065700) and 2) awarding the construction contract to Abide Builders for an amount not to exceed \$331,126.

Contact: Ofelia Avalos, Associate Civil Engineer, (916) 808-5515; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Civil & Electrical Design

Dept ID: 15001131

Attachments:

- 1- Description/Analysis
- 2 - Contract
- 3 - Exhibit A - Location Map
- 4 - Exhibit A - Location Map

City Attorney Review

Approved as To Form
Geri Hicks 2/27/2013 10:24:19 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Janelle Gray
2/26/2013 12:04:52 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 2/26/2013 2:50:18 PM

Description/Analysis

Issue Detail: The Sacramento City College Pedestrian/Bicycle Bridge Foundation Project was advertised and bids were received.

This foundation project is the first phase of the larger bridge project which is being completed in advance to ensure State Proposition 1B funds are expended prior to June 30, 2013 or these funds will expire and will be lost to the City.

Abide Builders is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with awarding the construction contract.

Policy Considerations: The action requested supports the City's General Plan goals of improving the transportation system, expanding public safety, achieving sustainability through reduced dependence on the private automobile, and enhancing livability and economic vitality.

Economic Impacts:

This roadway project is expected to create 1.32 total jobs (.76 direct jobs and .56 jobs through indirect and induced activities) and create \$204,449 in total economic output (\$128,866 of direct output and another \$75,583 of output through 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/NEPA): The City adopted a Mitigated Negative Declaration (MND) in conformance with CEQA on December 8, 2009.

Sustainability Considerations: This project is consistent with Sustainability Master Plan goals to help to enhance the pedestrian facilities in the public right-of-way and to encourage bicycle and pedestrian trips.

Commission/Committee Action: None

Rationale for Recommendation: Abide Builders is the lowest responsive and responsible bidder.

Financial Considerations: The estimated total project cost for the Sacramento City College Pedestrian/Bicycle Bridge Foundation Project (T15065700) is \$470,951. To date, \$38,724 has already been expended and staff anticipates an additional \$432,227 will be needed to complete the project. As of February 14, 2013 the unobligated balance is \$556,669 which is sufficient to execute the construction contract with Abide Builders and cover the remaining project costs of this first phase project. There are no general funds allocated for this project.

Additional federal funds are programmed and will be allocated to the Sacramento City College Pedestrian/Bicycle Project (T15065700) at contract award of this larger project.

Emerging Small Business Development (ESBD): The Emerging and Small Business Enterprise (ESBE) goal is 20%. Abide Builders pledged 67.4% SBE project participation and satisfactorily met the ESBE project goal.



DEPARTMENT OF
PUBLIC WORKS

CITY OF SACRAMENTO
CALIFORNIA

915 I ST
RM 2000
SACRAMENTO, CA
95814-2702

ENGINEERING SERVICES
DIVISION

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

**CONTRACT SPECIFICATIONS
FOR**

Sacramento City College Pedestrian/Bicycle Bridge Foundation Project

(PN: T15065700)

Separate Plans

For Pre-Bid Information Call:
Ofelia Avalos, Project Manager
(916) 808-5515

Bids to be received before
2:00 P.M. February 6, 2013 at:
City Clerk's Office
Historic City Hall
915 I Street, Suite 116
Sacramento, CA 95814

ESBE PROGRAM

For information on meeting the City of Sacramento's Small Business Enterprise (SBE) and Emerging Business Enterprise (EBE) project goals, please contact Lorrie Lowry at (916) 808-5548, or visit the City of Sacramento's small business web site at:
http://dev.cityofsacramento.org/econdev/business-open/Sub_small-business-certification.cfm

Estimated Construction Cost: **\$329,270** Construction Time: 85 Calendar Days



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 891745



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	891745	Extract Date 2/24/2013
	ABIDE BUILDERS INC	
Business Information	Business Phone Number: (707) 447-1778	
	4992 ALLISON PKY STE A VACAVILLE, CA 95688	
Entity	Corporation	
Issue Date	02/28/2007	
Expire Date	02/28/2013	
License Status	ACTIVE This license is current and active. All information below should be reviewed.	
Classifications	CLASS	DESCRIPTION
	A	<u>GENERAL ENGINEERING CONTRACTOR</u>
	B	<u>GENERAL BUILDING CONTRACTOR</u>
Bonding	CONTRACTOR'S BOND	
	This license filed a Contractor's Bond with <u>OLD REPUBLIC SURETY COMPANY.</u>	
	Bond Number: WCL1245856	
	Bond Amount: \$12,500	
	Effective Date: 02/26/2007	
	BOND OF QUALIFYING INDIVIDUAL	
	1. The Responsible Managing Officer (RMO) PIZZO PHILIP JOSEPH 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: 02/28/2007	
Workers' Compensation	WORKERS' COMPENSATION	



Department of
General Services
 BUILDING GREEN · BUYING GREEN · WORKING GREEN

ABIDE BUILDERS INC - #46141

SUPPLIER PROFILE	
Legal Business Name	ABIDE BUILDERS INC
Doing Business As	ABIDE BUILDERS INC
Address	4992 ALLISON PARKWAY SUITE A VACAVILLE, CA 95688
Phone	(707) 447-1778
FAX	(707) 447-1664
Email	ilovitt@abidebuilders.com
Web Page	http://www.abidebuilders.com
Business Types	Construction
Service Areas	Alameda, Fresno, Placer, Sacramento, San Joaquin, San Mateo, Santa Clara, Solano, Sonoma, Sutter, Yolo,
Keywords	PUBLIC WORKS GENERAL CONTRACTOR CONSTRUCTION
Construction License Types	A - General Engineering B - General Building Contractor
Classifications	721110 - Single family dwelling construction services 721111 - Multiple unit dwelling construction services 721210 - New industrial building and warehouse construction services 721211 - Commercial and office building construction services

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Dec 20, 2011	Dec 31, 2013

Certification History

TYPE	STATUS	FROM	TO
SB (Micro)	Expired	Jan 13, 2010	Jan 31, 2012
SB (Micro)	Expired	Oct 3, 2008	Oct 31, 2009
SB	Expired	Oct 1, 2007	Oct 31, 2008



DEPARTMENT OF
TRANSPORTATION

CITY OF SACRAMENTO
CALIFORNIA

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

ENGINEERING SERVICES DIVISION

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

**SACRAMENTO CITY COLLEGE PEDESTRIAN/BICYCLE BRIDGE FOUNDATION
PROJECT (PN: T15065700)
Addendum No. 1**

January 29, 2013

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, Ofelia Avalos at (916) 808-5515.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

**SACRAMENTO CITY COLLEGE PEDESTRIAN/BICYCLE
BRIDGE FOUNDATION PROJECT (PN: T15065700)**

- ITEM 1** The bid opening date will be moved from February 6, 2013 to February 13, 2013.
- ITEM 2** Add General Requirement Item 1.24:

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA"
PROVISIONS OF THE SURFACE TRANSPORTATION
ASSISTANCE ACT OF 1982 AS AMENDED BY MAP-21.**

1.24 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and Section 1518 of MAP-21 of October 1, 2012, 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.



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

**SACRAMENTO CITY COLLEGE PEDESTRIAN/BICYCLE BRIDGE FOUNDATION
PROJECT (PN: T15065700)
Addendum No. 2**

February 7, 2013

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, Ofelia Avalos at (916) 808-5515.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

**SACRAMENTO CITY COLLEGE PEDESTRIAN/BICYCLE
BRIDGE FOUNDATION PROJECT (PN: T15065700)**

ITEM 1 Add the following paragraph to Section 1.14 of the Special Provisions:

Access for all construction activities and any other work associated with the project is limited to the temporary access easement road shown in Addendum No. 2.

ITEM 2 Add the following paragraph to “2. Items of the Proposal”, “**ITEM NO. 9 - BAR REINFORCING STEEL (BRIDGE)**” of the Special provisions.

Replace the 1st paragraph of Section 52-1.01C(3)(b) of the State Standard Specifications with:

If a portion of an assemblage of bar reinforcing steel exceeds 12 feet in height and is not encased in concrete, submit shop drawings and design calculations for a temporary support system.

Contractor Questions and Responses:

1	Question	Will railroad insurance be required?
	Response	No, the proposed work is outside of UPRR right of way. The City does not have permission to be within UPRR Right of Way and no work will occur in UPRR Right of Way.
2	Question	How close to the tracks will the piles be?
	Response	The distance varies but is typically greater than 36' between the centerline of the nearest yard track to the proposed pile location.
3	Question	Is access available at this time to walk the proposed site?
	Response	Currently access is not available, but may be requested by contacting Ofelia Avalos @ (916) 808-5515.
4	Question	Will the City require engineering for the design of the Guy Wire System & Interior Bracing System?
	Response	The plans require a submittal, which is covered in Section 5-1.23 of the State Standard Specifications and Section 52-1.01(C)(b).
5	Question	How far below grade will the concrete stop at the piles?
	Response	The pile cut-off elevations and original ground elevations are shown on sheet 5 of 12 in the contract plans.

To view this project on-line go to:

www.planroom.us/cityofsac

There is no charge to view this project.



City of Sacramento
Formal Bid / Proposal Delivery Options

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

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

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



DEPARTMENT OF
PUBLIC WORKS

CITY OF SACRAMENTO
CALIFORNIA

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

ENGINEERING SERVICES
DIVISION

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

January 18, 2013

RE: City of Sacramento Construction Contracting Opportunities

The City of Sacramento is currently soliciting bids for **Sacramento City College Pedestrian/Bicycle Bridge Foundation Project (PN: T15065700)**. The Sacramento City College Pedestrian/Bicycle Bridge Project (Phase 1) consists of constructing cast-in-drill-hole piling for the East Ramp Bridge and East Stairs only. This project is intended to supplement the Sacramento City College Light Rail Station Pedestrian/Bicycle Crossing Project (PN: T15065700) with the foundations necessary to support the future East Ramp Bridge and East Stair Structure. **Bids to be received Wednesday, February 6, 2013 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

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Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, Historic City Hall, Ste 116, located at 915 I Street between 9th and 10th Streets, up to the hour of 2:00 PM on **February 6, 2012** and will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

**Sacramento City College Pedestrian/Bicycle Bridge Foundation Project
(PN: T15065700)**

as set forth in the Contract Documents.

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

**Sacramento City College Pedestrian/Bicycle Bridge Foundation Project
(PN: T15065700)**

Copies of the Contract Documents are available at

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

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

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

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

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

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

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

ESBE REQUIREMENTS

(City Construction Contracts no Federal Funds Used)

I. ESBE PARTICIPATION REQUIREMENT

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development (ESBD) program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. The ESBD program establishes an annual emerging and small business enterprise (ESBE) participation goal for City contracts, and authorizes City departments to require minimum ESBE participation levels in individual contracts so that the annual ESBE participation goal can be met. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for ESBEs, no bidder on the contract shall be considered a responsive bidder unless its bid meets the minimum ESBE participation level required by the bid specifications.

The City has established a **minimum 20% participation level for ESBEs on this contract**. Pursuant to City code Section 3.60.270, no bidder on this contract shall be considered a responsive bidder unless its bid meets or exceeds this minimum participation level.

Bidders shall submit copies of their Certification as a SBE or EBE, and the SBE or EBE Certifications for each subcontractor, supplier, or other SBE or EBE business entity listed in the bidder's sealed proposal, within two (2) working days after being requested to do so by City. Failure to submit the requested ESBE information within this time period will be grounds for finding the bid non-responsive.

II. ESBE CERTIFICATION

- A. A SBE designated in the bid must be certified as such by the State of California, Department of General Services, or by the City, prior to the time bids are received by the City.
- B. An EBE designated in the bid must be certified as such by the City prior to the time bids are received by the City.

III. DETERMINATION OF ESBE PARTICIPATION LEVEL

- A. ESBE Participation: The percent of ESBE participation shall be determined based on the dollar value of the work to be performed or supplies to be furnished by certified ESBEs designated in the bidder's Subcontractor and ESBE Participation Verification Form, relative to the total dollar amount of the bid.
- B. Participation Credit: To receive credit for participation:(1) an ESBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must carry its

authorization from the City to perform the work with other forces or to obtain the material, equipment, or supplies from other sources. Reasons for requesting such authorization would include:

1. The listed ESBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
 2. The listed ESBE becomes bankrupt or insolvent.
 3. The listed ESBE subcontractor fails to meet the bond requirements of the Contractor.
 4. The work performed or the materials/equipment/supplies provided by the listed ESBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed ESBE fails to perform its contractual obligations.
 5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of an ESBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an ESBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original ESBE subcontractor with another certified ESBE subcontractor. The new ESBE subcontractor must be certified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more ESBEs in substantial compliance with the ESBE utilization indicated in the Contractor's bid (unless otherwise authorized by City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract, and a deduction may be made from the contract amount. The deduction shall be not more than ten (10) percent of the value of the work or materials/equipment/supplies that the subject ESBE(s) were listed to perform/provide in the Contractor's bid, and shall be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV(D), above, the City shall provide written notice of the proposed deduction to the Contractor, and the Contractor may, not later than five (5) working days after receiving such notice, provide a written request to City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the

**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.

1773.5. The Director of Industrial Relations may establish rules and regulations for the purpose of carrying out this chapter, including, but not limited to, the responsibilities and duties of awarding bodies under this chapter.

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 may not be given access to the records at the principal office of the contractor.

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES
ON PUBLIC WORKS (cont.)**

subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the 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.

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 of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(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

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES
ON PUBLIC WORKS (cont.)**

- (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 shall 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 the 2002-03 fiscal year and each fiscal year thereafter, 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 the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all money in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES
ON PUBLIC WORKS (cont.)**

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:

BID PROPOSAL FORMS

PLEASE REMOVE AND
COMPLETE
THE FOLLOWING DOCUMENTS
AND
SUBMIT AS
THE BID PROPOSAL
PACKAGE

Abide Builders, Inc.

CITY OF SACRAMENTO
 Department of Public Works
 Engineering Services Division

Bid Proposal
 Page 1 of 3

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:

SACRAMENTO CITY COLLEGE PEDESTRIAN/BICYCLE BRIDGE FOUNDATION PROJECT (T15065700)

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.	MOBILIZATION	1	LS	\$ 17,000	\$ 17,000
2.	CONSTRUCTION AREA SIGNS	1	LS	\$ 2,000	\$ 2,000
3.	EROSION AND SEDIMENT CONTROL	1	LS	\$ 4,000	\$ 4,000
4.	CLEARING AND GRUBBING	1	LS	\$ 5,000	\$ 5,000
5.	CONSTRUCTION SITE MANAGEMENT	1	LS	\$ 15,000	\$ 15,000
6.	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	1	LS	\$ 3,000	\$ 3,000
7.	36" DIAMETER CAST-IN-DRILLED-HOLE CONCRETE PILING	448	LF	\$ 290	\$ 129,920
8.	42" DIAMETER CAST-IN-DRILLED-HOLE CONCRETE PILING	107	LF	\$ 340	\$ 36,380
9.	BAR REINFORCING STEEL (BRIDGE)	58,926	LB	\$ 1.8	\$ 106,066.80
10.	MECHANICAL SPLICE COUPLER	116	EA	\$ 110	\$ 12,760
				TOTAL	\$ 331,126.80

CONTRACTOR NAME: *Abide Builders*

It is understood that this Bid Proposal is based upon completion of the Work within a period of **EIGHTY FIVE (85) CALENDAR 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>1/29/13</u>
Add. #	<u>2</u>	DATE	<u>2/7/13</u>
Add. #	_____	DATE	_____

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

corporation

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

CERTIFIED CHECK

CASHIER'S CHECK

 BID BOND

MONEY ORDER

OTHER SECURITY

CONTRACTOR:

By Jeff Louitt
(Signature)

Jeff Louitt
(Print or Type)

Title Operations Manager
Address 14992 Allison Pkwy Ste A
Vacaville, CA 95688
Telephone No. (707) 447-1778

Fax No. (707) 447-1664

Email Address jlouitt@abidebuilders.com

Date 2/8/13

FOR CITY USE ONLY

Bid Bond Security	
<input checked="" 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>KL</u>

Contractor's License No. 891745 Type A & B

Expiration Date 2/28/13

Tax I.D. Nos. - Fed. 157420 State CA

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

Please indicate if you are any of the following:

EBE _____ Cert # _____

SBE Cert # 46141

UDBE _____ Cert # _____

M/WBE _____ Cert # _____

KNOW ALL MEN BY THESE PRESENTS:

That we, Abide Builders, Inc.
as Principal, and Travelers Casualty and Surety Company of America

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas, the Principal has submitted the above-mentioned Proposal to the City, for which Proposals, are to be opened by the City Clerk's Office, City of Sacramento, located at 915 I Street, Historic Building, Sacramento, CA 95814 up to the hour of 2:00 p.m. on February 13, 2013 for the Work specifically described as follows:

Sacramento City College Pedestrian/Bicycle Bridge Foundation Project

(PN: T15065700)

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 WHEREOF We have hereunto set our hands and seal this 7th
day of February 2013.

Abide Builders, Inc.
(Contractor) (Seal)
By [Signature]
Title V.P.

ORIGINAL APPROVED AS TO FORM:

City Attorney

Travelers Casualty and Surety Company of America
(Surety) (Seal)
By [Signature]
Title Monica A. Hutchison, Attorney-in-Fact
Agent Name and Address Warren G. Bender Co.
516 Gibson Drive, Suite 240, Roseville, CA 95678
Agent Phone # (916) 380-5325
Surety Phone # (916) 852-5266
California License # 0406967

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer

On February 7, 2013 before me, Jason Michael Theis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Monica A. Hutchison
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 Jason Michael Theis
Signature of Notary Public



Place Notary Seal 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: _____

Document Date: _____ Number of Pages: _____

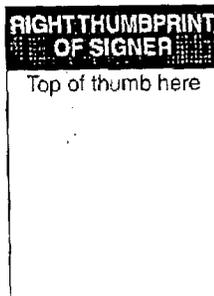
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

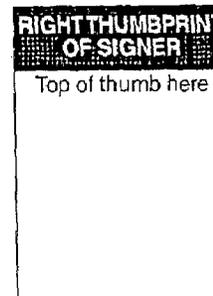
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____





POWER OF ATTORNEY

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

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

Attorney-In Fact No. 224770

Certificate No. 004956473

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

David K. Johnson, Monica A. Hutchison, Stephen D. Bender, and Edward D. Johnson

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of July, 2012.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 11th day of July, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of February, 2013.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



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

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: _____

BY: _____

Signature

Operations Manager
Title

Date: _____

2/8/2013

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.

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:

891745 A, B 2-28-13

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees; "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

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

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Abide Builders

Name of Contractor

4992 Allison Pkwy Ste A Vacaville, CA 95688

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 ~~\$100,000.00~~ 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 ~~\$100,000.00~~ 25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

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

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

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



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

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

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

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

You May . . .

- 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
915 I St, 2nd Floor
Sacramento, CA 95814-2714

- 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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



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

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Contract Services Unit
915 I St, 2nd Floor
Sacramento, CA 95814-2714
- 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 . . .

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

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

TITLE VI

Title VI Language

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations:

The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination:

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports:

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance:

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions:

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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.

All future solicitations will incorporate the following standard language to notify potential bidders of the City Council policy regarding businesses headquartered in Arizona.

City of Sacramento Boycott of Arizona-Headquartered Businesses

On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents.

Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

CA
State Where Bidder is Headquartered

6/23/10

BID PROPOSAL CHECKLIST

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

<u>Included</u> <u>Please (√)</u>	<u>Pages</u>
<input type="checkbox"/> Bid Proposal Form	1 – 3
<input type="checkbox"/> Bid Proposal Guarantee	1 only
<input type="checkbox"/> Drug Free Work Place Certification	1 only
<input type="checkbox"/> Minimum Qualifications Questionnaire	1 - 6
<input type="checkbox"/> E/SBE Subcontractor Form*	1 only
<input type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
<input type="checkbox"/> City of Sacramento Arizona Policy	1 only
<input type="checkbox"/> Cost Breakdown for Lump Sum Electrical Items**	1 only

- *Documentation of subcontractor E/SBE certification is due by no later than close of business two (2) working days after bid opening. Subcontractor list is due with submission of bid. This information is due to Dept of Transportation, Attn: Jose R. Ledesma, 915 I Street, Room 2000, Sacramento CA 95814. Email: jledesma@cityofsacramento.org or fax: 916-808-8281.

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

TITLE VI

Title VI Language

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations:

The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination:

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports:

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance:

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions:

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Green Contracting Survey (Voluntary)

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification March 12, 2013, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Abide Builders, Inc. 4992 Allison Parkway Suite A, Vacaville CA 95688, ("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:

**SACRAMENTO CITY COLLEGE PEDESTRIAN/BICYCLE BRIDGE FOUNDATION
PROJECT (PN: T15065700)**

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 **85 Calendar days** from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

12. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Contractor of any obligations under this Contract.

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor

of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

(A) The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion

thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

(B) Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **Nine Hundred Ten Dollars (\$910.00)** for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

(C) In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

16. INDEMNITY AND HOLD HARMLESS

(A) Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for

whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

(B) The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

19. INSURANCE

During the entire term of this Contract and until completion and final acceptance of the Work as provided in the Contract Documents, Contractor shall maintain in full force and effect the insurance coverage described in this section.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for performance of the Work under the Contract. No additional compensation will be provided for Contractor's insurance premiums.

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required of or carried by the Contractor.

(A) Minimum Scope and Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one

million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.

(B) Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

(C) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

(3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

(D) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 19 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

(E) Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative designated by City. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The City may withdraw its offer of contract or cancel the Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

(F) Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the

Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold

and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

- (A) For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- (B) For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- (C) For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 28 above.

30. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

(A) The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

(B) The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services,

equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Contract and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

32. USE TAX REQUIREMENTS

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

(A) Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (“SBE”) in accordance with the applicable SBE criteria and requirements.

(B) Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

(C) The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE 2-28-13

BY [Signature]

JEFF LAUIT
Print Name

V.P.
Title

BY [Signature]

PHILIP PIZZO
Print Name

PRESIDENT
Title

20-8176426
Federal ID#

272-6296-3
State ID#

157420
State ID#

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 _____ Date: _____

Way, Director of Public Works

For Shirey Manager

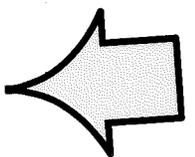
Original Approved As To Form:

[Signature]
City Attorney



Attest: _____

City Clerk



ISSUED IN DUPLICATE

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Public Works
Page 1 of 1

Bond No.: 105839047

Premium: \$8,278.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to Abide Builders, Inc. 4992 Allison Parkway Suite A, Vacaville CA 95688

as principal, hereinafter called Contractor, a contract for construction of:

SACRAMENTO CITY COLLEGE PEDESTRIAN/BICYCLE BRIDGE FOUNDATION PROJECT
(PN: T15065700)

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):

Travelers Casualty and Surety Company of America, 11070 White Rock Road, Suite 130, Rancho Cordova, CA 95670

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:

THREE HUNDRED THIRTY ONE THOUSAND ONE HUNDRED TWENTY SIX DOLLARS EIGHT CENTS

(\$331,126.80), 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 the authorized representatives of the Contractor and Surety. SIGNED AND SEALED on February 26 To be effective March 12, 2013.

Abide Builders, Inc.

By _____ (Contractor) (Seal)
Title 2/28/13

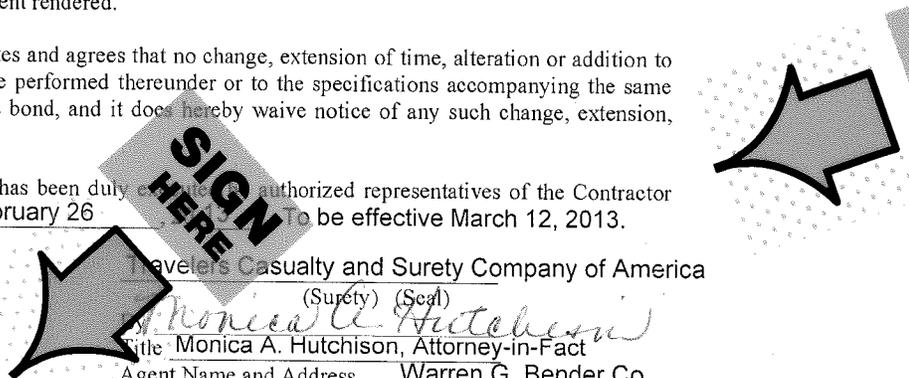
ORIGINAL APPROVED AS TO FORM:

City Attorney

Travelers Casualty and Surety Company of America

By _____ (Surety) (Seal)
Title Monica A. Hutchison, Attorney-in-Fact

Agent Name and Address Warren G. Bender Co.
516 Gibson Drive, Suite 240, Roseville, CA 95678
Agent Phone # (916) 380-5325
Surety Phone # (916) 852-5266
California License # 0406967



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer }

On February 26, 2013 before me, Jason Michael Theis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Monica A. Hutchison
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 Jason Michael Theis
Signature of Notary Public



Place Notary Seal 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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee s
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

ISSUED IN DUPLICATE

**CITY OF SACRAMENTO
PAYMENT BOND**

Department of Public Works
Page 1 of 1

Bond No.: 105839047
Premium: Included

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Abide Builders, Inc. 4992 Allison Parkway Suite A, Vacaville CA 95688 hereinafter called Contractor, a contract for construction of:

SACRAMENTO CITY COLLEGE PEDESTRIAN/BICYCLE BRIDGE FOUNDATION PROJECT
(PN: T15065700)

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*): Travelers Casualty and Surety Company of America, 11070 White Rock Road, Suite 130, Rancho Cordova, CA 95670, 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 THREE HUNDRED THIRTY ONE THOUSAND ONE HUNDRED TWENTY SIX DOLLARS EIGHT CENTS (\$331,126.80), 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.

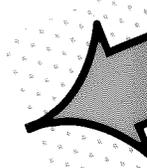
IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on February 26, 20 13. To be effective March 12, 2013.

Abide Builders, Inc.
(Contractor) (Seal)
By [Signature]
Title 2-28-13

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney



Travelers Casualty and Surety Company of America
(Surety) (Seal)
By [Signature]
Title: Monica A. Hutchison, Attorney-in-Fact
Agent name and Address: Warren G. Bender Co.
516 Gibson Drive, Suite 240, Roseville, CA 95678
Agent Phone #: (916) 380-5325
Surety Phone #: (916) 852-5266
California License # 0406967



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer

On February 26, 2013 before me, Jason Michael Theis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Monica A. Hutchison
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 Jason Michael Theis
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

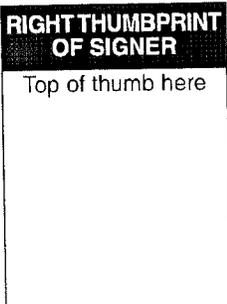
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

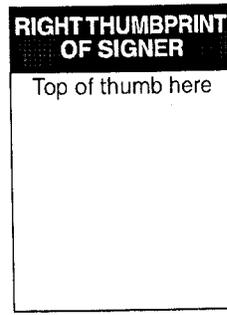
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee s
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 224770

Certificate No. 004956490

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

David K. Johnson, Monica A. Hutchison, Stephen D. Bender, and Edward D. Johnson

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of July, 2012.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 11th day of July, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

WORKER'S COMPENSATION CERTIFICATION
SACRAMENTO CITY COLLEGE PEDESTRIAN/BICYCLE BRIDGE FOUNDATION PROJECT
(PN: T15065700)

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways:

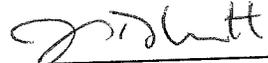
- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

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

DATE: 2-28-13

Contractor 

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.

C&D Debris Waste Management Plan

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

Form

submitted by: _____

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

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min \$40, max \$800); security deposit, if applicable, is 1% of bid amount (max \$10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Job Address: _____
Contractor: _____
Address: _____

Engineering Estimate: _____
Phone: _____
Email: _____

B. Briefly describe the project:

C. Materials Required to be Recycled

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

50%
of all debris
must be recycled

D. Material Management

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

C&D Debris Waste Management Plan

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

E. Definitions.

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

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

F. Terms and Conditions

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

C&D Debris Haulers & Facilities

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

Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
Florin-Perkins Public Disposal	(916) 443-5120
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 455-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

Recyclers*

Bell Marine	(916) 442-9089
C & C Paper Recycling	(916) 920-2673
EBI Aggregates	(916) 372-7580
International Paper	(916) 371-4634
Modern Waste Solutions	(916) 447-6800
PRIDE Industries, Inc.	(916) 640-1300
Recycling Industries, Inc.	(916) 452-3961
Sacramento Local Conservation Corps	(916) 386-8394
Smurfit-Stone Container Corporation	(916) 381-3340
Southside Art Center	(916) 387-8080
Spencer Building Maintenance, Inc.	(916) 922-1900

Recovery Stations & Landfills

Elder Creek Recovery & Transfer Station	(916) 387-8425
Kiefer Landfill	(916) 875-5555
L & D Landfill	(916) 383-9420
North Area Recovery Station	(916) 875-5555
Sacramento Recycling & Transfer Station	(916) 379-0500
Waste Management Recycle America	(916) 452-0142

More updated information can be found online at:
<http://www.cityofsacramento.org/utilities/>

* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.

Monthly Pay Request Application and Schedule of Values Processing

1. The Contractor must have Microsoft Excel Version 7 to prepare Pay Request Application and Schedule of Values.
2. The City will provide the Contractor with an electronic version of the Schedule of Values with bid items and Contractor prices and Pay Request Application at or immediately after the preconstruction meeting.
3. On a monthly basis, the Contractor shall submit an electronic copy of the Pay Request Application and Schedule of Values to City Inspector for review.
4. Upon approval by City Inspector, the Contractor shall print out hard copies of the Pay Request Application and Schedule of Values, sign and submit to City Inspector for processing.



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

PAY REQUEST APPLICATION

(All information to be entered on Schedule of Values page.)

Approved By (Prime Contractor)	_____ PRINT AND SIGN	Date: _____
Submit To:	Department of Transportation 915 "I" Street, Room 2000 Sacramento, CA 95814 Attn: CONSTRUCTION INSPECTOR	
Approved By (Resident Const. Inspector)	_____ PRINT AND SIGN	Date: _____
Certified by Project Manager By (Project Manager)	_____ PRINT AND SIGN	Date: _____
Approved By (Labor Compliance)	_____ PRINT AND SIGN	Date: _____

In accordance with Public Contract Code Sec. 20104.50 the City shall pay the Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP Sec.685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.

	Contractor Entered Data
	Construction Inspector's Name.
	PM certifies that all information is correct.



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

SCHEDULE OF VALUES

V4 - temp 5%

Remit To:

Department of Transportation
Engineering Services Division
915 I Street, Room 2000
Sacramento, CA 95814

PROJECT NAME: Sacramento City College Pedestrian/Bicycle Bridge Foundation Project
CITY PROJECT NUMBER: T15065700

CONTRACTOR: (As per City Agreement)
REMITTANCE ADDRESS:

Payment No. _____
Work Performed Thru _____
Days Expended on Contract _____

PHONE NUMBER: () _____
INVOICE NUMBER: T15065700-

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	Mobilization	1	LS									1.00	
2	Construction Area Signs	1	LS									1.00	
3	Erosion and Sediment Control	1	LS									1.00	
4	Clearing and Grubbing (LS)	1	LS									1.00	
5	Construction Site Management	1	LS									1.00	
6	Progress Schedule (Critical Path Method)	1	LS									448.00	
7	36" DIAM CAST-IN-DRILLED-HOLE CONCRETE PILING	448	LF									107.00	
8	42" DIAM CAST-IN-DRILLED-HOLE CONCRETE PILING	107	LF									58,926.00	
9	BAR REINFORCING STEEL (BRIDGE)	58926	LB									116.00	
10	MECHANICAL SPLICE COUPLER	116	EA										
Original Contract Total:													
Change Order #1 - See change order summary sheet for details													
		Sum of all Change Orders		\$0.00		"Total Work to Date" From Previous Pay Request		This Estimate (current work)		Total Work to Date		Balancing Total of Adjusted Contract	
		CCO Adjusted Contract Amount (Original + Change Orders)		\$0.00		"Retention Withheld From Previous Pay Request"		This Retention (current work) (5%)		Retention Withheld to Date			
		Partial Retention Release (Prior approval is needed before proceeding with partial retention release)				"Retention Released to Date" From Previous Pay Request		Current Retention Release		Retention Released to Date		Supervisor Approval (Print & Sign)	
						"Total Paid To Date" from Previous Pay Request		This Payment		Total Paid to Date			

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

Contractor Entered Data

GUARANTEE

We hereby guarantee the SACRAMENTO CITY COLLEGE PEDESTRIAN/BICYCLE BRIDGE FOUNDATION PROJECT (PN: T15065700) the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

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

Dated: 2-28-13

Signed: 

JEFF LOVITT
Printed Name

ABIDE BOUNDERS
Company

4992 ALLISON PARKWAY A
Address

VACAVILLE CA 95688



DEPARTMENT OF
PUBLIC WORKS

CITY OF SACRAMENTO
CALIFORNIA

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

ENGINEERING SERVICES
DIVISION

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2013

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

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

PRODUCER Ice Insurance Agency 813 F Street, 2nd Floor Sacramento, CA 95814	(916) 387-6800 (888) 250-8403	CONTACT NAME: Ice Insurance Agency PHONE (A/C, No, Ext): (916) 387-6800 E-MAIL ADDRESS: info@iceins.com	FAX (A/C, No): (888) 250-8403
INSURED Abide Builders 4992 Allison Parkway, Ste A Vacaville, Ca. 95688		INSURER(S) AFFORDING COVERAGE INSURER A: Kinsale Insurance Company INSURER B: State Compensation Fund INSURER C: TOPA Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		0100004790-0	03/08/2012	03/08/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			XL6604175	09/11/2012	03/08/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	713-19163-2011	04/01/2012	04/01/2013	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Sacramento, its employees, officers and agents listed as additional insureds.
 Waiver of Subrogation applies to work comp. endorsement to follow

CERTIFICATE HOLDER City of Sacramento Department of Transportation Engineering Services Division 915 I St, Room 2000 Sacramento, CA 95814 Attn: Jose R. Ledesma	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jake Ice, Ice Insurance Agency
---	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Attached To and Forming Part of Policy 0100004790-0	Effective Date of Endorsement 03/08/12 12:01AM at the Named Insured address shown on the Declarations	Named Insured Abide Builders Inc
Additional Premium: \$0.00	Return Premium: \$0.00	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket as required by written contract. The City of Sacramento, its employees, officers and agents listed as additional insureds	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CERTIFICATE OF LIABILITY INSURANCE

ABIDE-2

OP ID: DP

DATE (MM/DD/YYYY)

02/27/13

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

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

PRODUCER Warren G. Bender Co. 516 Gibson Drive Suite 240 Roseville, CA 95678 Edward Johnson	916-380-5300	CONTACT NAME: Warren G Bender Co.	FAX (A/C, No): 916-380-5206
	916-380-5206	PHONE (A/C, No, Ext): 916-380-5300	
		E-MAIL ADDRESS: certs@wgbender.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Financial Pacific	31453
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Abide Builders, Inc.
4992 Allison Parkway #A
Vacaville, CA 95688

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	X AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		184188A	08/21/12	08/21/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Sacramento City College Pedestrian/Bicycle Bridge Foundation Project
(PN:T15065700) / City of Sacramento, its officials, employees and volunteers are included as additional insured per the attached endorsement. Auto AI

CERTIFICATE HOLDER

CITYOSA

City of Sacramento
Department of Transportation
Engineering Services Division
915 I Street, Room 2000
Sacramento, CA 95814

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Stephen A. Bender Ins.

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POLICY NUMBER: 184188A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BUSINESS AUTO ELITE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SECTION II - LIABILITY COVERAGE - Amendments**WHO IS AN INSURED**

The following are added to WHO IS AN INSURED:

BLANKET ADDITIONAL INSURED

Any person or organization with whom you agreed, pursuant to a written contract, to provide insurance such as is afforded under this Coverage Part, but only to the extent that the person or organization is held liable for your acts or omissions with respect to your ownership, maintenance or use of a covered "auto." This provision only applies if the written contract has been executed prior to the "bodily injury" or "property damage."

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, identified in this section, and is permitted by law.

BROAD FORM NAMED INSURED

Any business entity newly acquired or formed by you, other than a partnership, joint venture or limited liability company during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

EMPLOYEES AS INSURED - HIRED AUTOS

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

EMPLOYEES AS INSURED - NONOWNED AUTOS

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business.

COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Supplementary Payments is amended as follows:

We will pay up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

We will pay all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day, because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE - Amendments**AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE EXTENSION**

Any reference to equipment for the reproduction of sound also includes video and global positioning systems.

EXPANDED TOWING COVERAGE

In addition to the towing and labor limit shown in the Declarations for private passenger type "autos," we will pay up to \$75 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only to an "auto" covered on this policy for other physical damage coverage.

EXPANDED TRANSPORTATION EXPENSE

Coverage Extensions - Transportation Expenses is deleted and replaced by the following:

We will pay up to \$60 per day to a maximum of \$1,800 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

EXTRA EXPENSE - STOLEN AUTOS

We will pay up to \$1,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

HIRE CAR PHYSICAL DAMAGE COVERAGE

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If Comprehensive, Specified Causes of Loss or Collision coverage is provided to all owned autos by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the minimum coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:

1. \$50,000; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss;" or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - a) The operational safety of the vehicle might otherwise be impaired;
 - b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful;
 - c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost;
 - d) For vehicles insured under policies written on or before December 31, 2003, the vehicle has been used no more than 15,000 miles unless the pre-accident condition warrants otherwise; or
 - e) For vehicles insured under policies written on or after January 1, 2004, the vehicle has been used no more than 20,000 miles unless the pre-accident condition warrants otherwise.

For each hired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning. We will also pay up to \$500 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial "loss" for this coverage to apply.

Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

LOAN/LEASE GAP COVERAGE

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If a long-term leased or financed "auto" is a covered "auto" for the Physical Damage Coverage applicable to a total "loss," and the lessor or financial institution is an additional insured under this Coverage Part, we will pay up to a maximum of \$15,000 the difference between amounts you owe the lessor or financial institution under the lease or loan terms and the amount of insurance paid the lessor or financial institution for the total "loss" of the covered "auto" minus: any payments overdue at the time of the loss; any financial penalties imposed due to wear and tear, high mileage or similar charges; any security deposits not refunded by the lessor or financial institution; any costs for credit life, health and accident, or disability insurance; any costs for extended warranties; or any carry-over balances from previous leases or loans. You are responsible for the deductible applicable to the "loss" for the covered "auto". This coverage is excess insurance over any other collectible insurance or lease provision.

PERSONAL EFFECTS COVERAGE

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

1. Owned by an "insured;" and
2. In or on your covered "auto;" in the event of a total theft "loss" of your covered "auto."

No deductibles apply to Personal Effects Coverage.

RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to Rental Reimbursement Coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b) The number of days shown in the Schedule.
3. This coverage applies only to a covered "auto" for which there is Comprehensive, Specified Causes of Loss or Collision Coverage provided on this covered "auto." If there is no Collision Coverage for a covered "auto," then Rental Reimbursement Coverage will not apply to a Collision loss involving that covered "auto."
4. Our payment is limited to the lesser of the following amounts:
 - a) Necessary and actual expenses incurred.
 - b) \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA 9923 on this policy.

WAIVER OF DEDUCTIBLE - GLASS

Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

SECTION IV - BUSINESS AUTO CONDITIONS - Amendments

LOSS CONDITIONS

KNOWLEDGE OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirements for reporting and sending claim or "suit"

information to us, including provisions related to the subsequent investigation of such claims or "suits", under DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, do not apply until the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss."

BLANKET WAIVER OF SUBROGATION

Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss," provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

GENERAL CONDITIONS

UNINTENTIONAL ERRORS OR OMISSIONS

Concealment, Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

SECTION V - DEFINITIONS - Amendment

MENTAL ANGUISH

The definition of "bodily injury" is amended to include mental anguish resulting from any "bodily injury," sickness or disease sustained by a person.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

713-11 019163
RENEWAL
NF
5-28-47-83
PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE FEBRUARY 26, 2013 AT 12.01 A.M.
AND EXPIRING APRIL 1, 2013 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

ABIDE BUILDERS INC

4992 ALLISON PKWY STE A
VACAVILLE, CA 95688

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF SAC, DEPT OF TRANSPORTATION, ENGR DI

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

ABIDE BUILDERS INC

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MARCH 1, 2013

2570

Kent R. Va. Lauf

Thomas E. Rone

103 of 159

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

SPECIAL PROVISIONS

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PEDESTRIAN/BICYCLE BRIDGE
FOUNDATION PROJECT
(PN: T15065700)

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**SPECIAL PROVISIONS
FOR
SACRAMENTO CITY COLLEGE
PEDESTRIAN/BICYCLE BRIDGE
FOUNDATION PROJECT (PN: T15065700)**

1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

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

The Sacramento City College Pedestrian/Bicycle Bridge Project (Phase 1) consists of **constructing cast-in-drill-hole piling for the East Ramp Bridge and East Stairs only**. This project is intended to supplement the Sacramento City College Light Rail Station Pedestrian/Bicycle Crossing Project (PN: T15065700) with the foundations necessary to support the future East Ramp Bridge and East Stair Structure.

The scope of work with these Special Provisions includes, in general:

- Construct 36" Diameter Cast-In-Drilled-Hole Concrete Piling
- Construct 42" Diameter Cast-In-Drilled-Hole Concrete Piling

1.2 SPECIFICATIONS

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

Reference to the State Standard Specifications in these Special Provisions shall refer to the 2010 State of California Department of Transportation Standard Specifications including all subsequent updates and addendums.

to the attention of the Engineer immediately but at least two (2) weeks prior to the bid opening date.

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

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

To enter facility:

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

To exit facility:

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

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

1.7 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.

1.8 FINAL PAY QUANTITY

Final pay quantity is designated on the sealed bid proposal sheet with a "(F)". Final pay quantity shall conform to Section 9-1.02C "Final Pay Item Quantities" of the State Standard Specifications, except that the final pay quantity designation shall be made on the sealed bid proposal rather than the Plans.

1.9 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.

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

- 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.
- Department of Toxic Substances Control
Contractor shall contact Thomas Tse at 916-255-3643, a minimum of five (5) working days prior to any excavation.
- Union Pacific Railroad (UPRR)
Contractor shall notify Jim Smith at (916) 789-5152 a minimum of five (5) calendar days prior to any work in UPRR right-of-way
- Petrovich Development Company
Contractor shall notify Phil Harvey at (916) 442-4600 a minimum of five (5) calendar days prior to any work or access with Petrovich Development right-of-way

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.

1.12 PROJECT SCHEDULING

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

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

1.13 PROTECTION OF EXISTING IMPROVEMENTS

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

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 possible to abutting property owners.

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

The plans shall be developed with the following requirements:

1. Working hours shall be between 7:00 AM and 6:00 PM Monday through Saturday and 9:00 AM and 6:00 PM on Sunday, unless otherwise approved by the Engineer.
2. 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.
3. The Contractor shall maintain existing electrical facilities and traffic and public safety in accordance with Section 34 of the Standard Specifications and these Special Provisions.
4. Residential driveways may only be closed after giving property owners 24 hour notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.
5. Commercial driveways shall remain open at all times. The Contractor shall schedule the commercial driveways to be poured in two phases unless more than one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners' 5 calendar days in advance.
6. 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.

Contractor's expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

1.18 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.

1.19 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).

1.20 HEALTH AND SAFETY

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

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

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

2. ITEMS OF THE PROPOSAL

ITEM NO. 1 - MOBILIZATION

Mobilization shall be in accordance with Section 9 Payment of the State Standard Specifications.

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

ITEM NO. 2 - CONSTRUCTION AREA SIGNS

Construction Area Signs shall be in accordance with Section 12 Temporary Traffic Control of the State Standard Specifications.

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

ITEM NO. 3 - EROSION AND SEDIMENT CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications. Prior to the start of construction, the contractor shall designate staging areas where fueling and oil changing activities will take place. The staging area(s) shall be reviewed and authorized by the City of Sacramento Resident Engineer prior to the start of construction. No fueling or oil changing activities shall be permitted outside the designated staging areas. The costs associated for compliance with this section including, but not limited to, all water quality, erosion, sediment and pollution control measures deemed necessary by the Engineer.

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

ITEM NO. 4 - CLEARING AND GRUBBING

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

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

Cast-In-Drilled-Hole Piles shall be installed using the "Wet" method including slurry drilling and concrete placed under slurry. It is anticipated that temporary casing will be required due to the presence of caving soils and high ground water.

Replace "Reserved" in section 49-3.02A(4)(b) of State Standard Specifications with:

Schedule and hold a preconstruction meeting for CIDH concrete pile construction (1) at least 5 business days after submitting the pile installation plan and (2) at least 10 days before the start of CIDH concrete pile construction. You must provide a facility for the meeting.

The meeting must include the Engineer, your representatives, and any subcontractors involved in CIDH concrete pile construction.

The purpose of this meeting is to:

1. Establish contacts and communication protocol between you and your representatives, any subcontractors, and the Engineer
2. Review the construction process, acceptance testing, and anomaly mitigation of CIDH concrete piles

The Engineer will conduct the meeting. Be prepared to discuss the following:

1. Pile placement plan, dry and wet
2. Acceptance testing, including gamma-gamma logging, cross-hole sonic logging, and coring
3. *Pile Design Data Form*
4. Mitigation process
5. Timeline and critical path activities
6. Structural, geotechnical, and corrosion design requirements
7. Future meetings, if necessary, for pile mitigation and pile mitigation plan review
8. Safety requirements, including Cal/OSHA and Tunnel Safety Orders
9. Internal bracing spacing of exposed column sections and column cage support for exposed cages over 12' in height.

Add to section 49-3.02B(6)(c) of State Standard Specifications:

The synthetic slurry must be one of the materials shown in the following table:

SLURRYPRO CDP

Property	Test	Value
Density During drilling	Mud Weight (density), API 13B-1, section 1	≤ 67.0 pcf ^a
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf ^a
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	50–120 sec/qt
Before final cleaning and immediately before placing concrete		≤ 70 sec/qt
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent t

^aIf authorized, contractor may use slurry in salt water. The allowable density of slurry in salt water may be increased by 2 pcf. Slurry temperature must be at least 40 degrees F when tested.

ITEM NO. 9 - BAR REINFORCING STEEL (BRIDGE)

Bar Reinforcing Steel (Bridge) as shown on the plans shall conform to Section 52 of the State Standard Specifications.

Organic zinc-rich primer shall be applied to the portion of pile reinforcement where shown on the contract plans. The organic zinc-rich primer used shall consist of one of the products listed in the Caltrans pre-approved list. Allowable products are shown in the following link: http://www.dot.ca.gov/hq/esc/approved_products_list/pdf/organic_zinc_primer.pdf.

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

ITEM NO. 10 - MECHANICAL SPLICE COUPLERS

Bar Reinforcing Couplers at the locations shown on the plans shall conform to Section 52 Reinforcement of the State Standard Specifications. Couplers shall be HRC series 500 or Equivalent.

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

10-19-12

Delete "Contract completion date" and its definition in section 1-1.07B.

10-19-12

Delete "critical delay" and its definition in section 1-1.07B.

Replace "day" and its definition in section 1-1.07B with:

10-19-12

day: 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day:** Day on the calendar except a Saturday and a holiday.
2. **working day:** Time measure unit for work progress. A working day is any 24-consecutive-hour period except:
 - 2.1. Saturday and holiday.
 - 2.2. Day during which you cannot perform work on the controlling activity for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment due to any of the following:
 - 2.2.1. Adverse weather-related conditions.
 - 2.2.2. Maintaining traffic under the Contract.
 - 2.2.3. Suspension of a controlling activity that you and the Engineer agree benefits both parties.
 - 2.2.4. Unanticipated event not caused by either party such as:
 - 2.2.4.1. Act of God.
 - 2.2.4.2. Act of a public enemy.
 - 2.2.4.3. Epidemic.
 - 2.2.4.4. Fire.
 - 2.2.4.5. Flood.
 - 2.2.4.6. Governor-declared state of emergency.
 - 2.2.4.7. Landslide.
 - 2.2.4.8. Quarantine restriction.
 - 2.2.5. Issue involving a third party, including:
 - 2.2.5.1. Industry or area-wide labor strike.
 - 2.2.5.2. Material shortage.
 - 2.2.5.3. Freight embargo.
 - 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
 - 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.
 - 2.3. Day during a concurrent delay.
3. **original working days:**
 - 3.1. Working days to complete the work shown on the *Notice to Bidders* for a non-cost plus time based bid.
 - 3.2. Working days bid to complete the work for a cost plus time based bid.

Where working days is specified without the modifier "original" in the context of the number of working days to complete the work, interpret the number as the number of original working days as adjusted by any time adjustment.

Replace "Contract" in the definition of "early completion time" in section 1-1.07B with:

10-19-12

work

2 BIDDING

10-19-12

Replace the 3rd paragraph of section 2-1.06B with:

01-20-12

If an *Information Handout* or cross sections are available:

1. You may view them at the Contract Plans and Special Provisions link at the Office Engineer–All Projects Currently Advertised Web site
2. For an informal-bid contract, you may obtain them at the Bidders' Exchange street address

01-20-12

Add a paragraph break between the 1st and 2nd sentences of the 5th paragraph of section 2-1.06B.

Add between "and" and "are" in item 2 in the list in the 7th paragraph of section 2-1.06B:

04-20-12

they

06-20-12

Delete "Underutilized" in "Underutilized Disadvantaged Business Enterprises" in the heading of section 2-1.12B.

06-20-12

Delete *U* in *UDBE* at each occurrence in section 2-1.12B.

Replace the 2nd paragraph of section 2-1.12B(1) with:

06-20-12

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Department shows a goal for DBEs.

06-20-12

Delete the 3rd paragraph of section 2-1.12B(1):

Replace the 7th paragraph of section 2-1.12B(1) with:

06-20-12

All DBE participation will count toward the Department's federally-mandated statewide overall DBE goal.

Replace "offered" at the end of the 2nd sentence of item 7 in the list of 2nd paragraph of section 2-1.12B(3) with:

06-20-12

provided

01-20-12

Delete the 2nd paragraph of section 2-1.33A.

10-19-12

Delete item 4 of the 2nd paragraph of section 3-1.18.

AA

5 CONTROL OF WORK

10-19-12

Add between "million" and ", professionally" in the 3rd paragraph of section 5-1.09A:

10-19-12

and 100 or more working days

Add to the list in the 4th paragraph of section 5-1.09A:

10-19-12

9. Considering discussing with and involving all stakeholders in evaluating potential VECPs

Add to the end of item 1.1 in the list in the 7th paragraph of section 5-1.09A:

10-19-12

, including VECPs

Replace the 1st paragraph of section 5-1.09C with:

10-19-12

For a contract with a total bid over \$10 million and 100 or more working days, training in partnering skills development is required.

10-19-12

Delete the 2nd paragraph of section 5-1.09C.

Replace "at least 2 representatives" in the 5th paragraph of section 5-1.09C with:

10-19-12

field supervisory personnel

Replace the 1st and 2nd sentences in the 7th paragraph of section 5-1.13B(1) with:

06-20-12

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.

Replace "90" in the last sentence of the 7th paragraph of section 5-1.13B(1) with:

06-20-12

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60.29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency 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.

3. Payrolls and basic records

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

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

d. 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.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

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

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime 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 (2.) of this section.

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

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 Participants:

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 participating in covered transactions 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.

.....

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant 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.

Replace "8-1.02D(1)" in the 2nd paragraph of section 8-1.02D(1) with:
8-1.02C(1) 01-20-12

Replace "Contract" in the 3rd paragraph of section 8-1.02D(2) with:
work 10-19-12

Replace "Contract" in item 9 in the list in the 4th paragraph of section 8-1.02D(4) with:
work 10-19-12

Replace "Contract completion" in the 4th paragraph of section 8-1.02D(6) with:
work completion 10-19-12

Replace "Contract working days" in the 4th paragraph of section 8-1.02D(6) with:
original working days 10-19-12

Delete items 1.3 and 1.4 in the list in the 1st paragraph of section 8-1.02D(10). 04-20-12

Replace the last paragraph of section 8-1.04B with:
The Department does not adjust time for starting before receiving notice of Contract approval. 10-19-12

Replace the 1st paragraph of section 8-1.05 with:
Contract time starts on the last day specified to start job site activities in section 8-1.04 or on the day you start job site activities, whichever occurs first. 10-19-12

Replace the 2nd paragraph of section 8-1.05 with:
Complete the work within the Contract time. 10-19-12

Delete "unless the Contract is suspended for reasons unrelated to your performance" in the 4th paragraph of section 8-1.05. 10-19-12

Replace the headings and paragraphs in section 8-1.06 with:
The Engineer may suspend work wholly or in part due to conditions unsuitable for work progress. Provide for public safety and a smooth and unobstructed passageway through the work zone during the 10-19-12

Cost	Percent markup
Labor	30
Materials	10
Equipment rental	10

04-20-12

Delete ", Huntington Beach," in the 3rd paragraph of section 9-1.07A.

Replace the formula in section 9-1.07B(2) with:

04-20-12

$$Q_h = HMATT \times X_a$$

Replace "weight of dry aggregate" in the definition of the variable X_a in section 9-1.07B(2) with:

04-20-12

total weight of HMA

Replace the formula in section 9-1.07B(3) with:

04-20-12

$$Q_{rh} = RHMATT \times 0.80 \times X_{arb}$$

Replace "weight of dry aggregate" in the definition of the variable X_{arb} in section 9-1.07B(3) with:

04-20-12

total weight of rubberized HMA

Replace the heading of section 9-1.07B(4) with:

04-20-12

2. Hot Mix Asphalt with Modified Asphalt Binder

Add between "in" and "modified" in the introductory clause of section 9-1.07B(4):

04-20-12

HMA with

Replace the formula in section 9-1.07B(4) with:

04-20-12

$$Q_{mh} = MHMATT \times [(100 - X_{am}) / 100] \times X_{mab}$$

Replace "weight of dry aggregate" in the definition of the variable X_{mab} in section 9-1.07B(4) with:

04-20-12

total weight of HMA

2. Insurance
3. Personnel and subcontract administration
4. Purchasing
5. Accounting
6. Project engineering and estimating

Payment for the TRO bid item does not include payment for:

1. The home-office overhead expenses specifically related to:
 - 1.1. Your other contracts or other businesses
 - 1.2. Equipment coordination
 - 1.3. Material deliveries
 - 1.4. Consultant and legal fees
2. Non-time-related costs and expenses such as mobilization, licenses, permits, and other charges incurred once during the Contract
3. Additional overhead involved in incentive/disincentive provisions to satisfy an internal milestone or multiple calendar requirements
4. Additional overhead involved in performing additional work that is not a controlling activity
5. Overhead costs incurred by your subcontractors of any tier or suppliers

9-1.11D Payment Schedule

For progress payments, the total work completed for the TRO bid item is the number of working days shown for the pay period on the *Weekly Statement of Working Days*.

For progress payments, the Department pays a unit price equal to the lesser of the following amounts:

1. Price per working day as bid or as converted under section 9-1.11B.
2. 20 percent of the total bid divided by the number of original working days

For a contract without plant establishment work, the Department pays you the balance due of the TRO item total as specified in section 9-1.17B.

For a contract with plant establishment work, the Department pays you the balance due of the TRO item total in the 1st progress payment after all non-plant establishment work is completed.

9-1.11E Payment Adjustments

The 3rd paragraph of section 9-1.17C does not apply.

The Department does not adjust the unit price for an increase or decrease in the TRO quantity except as specified in section 9-1.11E.

Section 9-1.17D(2)(b) does not apply except as specified for the audit report below.

If the TRO bid item quantity exceeds 149 percent of the quantity shown on the Bid Item List or as converted under section 9-1.11B, the Engineer may adjust or you may request an adjustment of the unit price for the excess quantity. For the adjustment, submit an audit report within 60 days of the Engineer's request. The report must be prepared as specified for an audit report for an overhead claim in section 9-1.17D(2)(b).

Within 20 days of the Engineer's request, make your financial records available for an audit by the State for the purpose of verifying the actual rate of TRO described in your audit. The actual rate of TRO described is subject to the Engineer's authorization.

The Department pays the authorized actual rate for TRO in excess of 149 percent of the quantity shown on the Bid Item List or as converted under section 9-1.11B.

The Department pays for 1/2 the cost of the report; the Contractor pays for the other 1/2. The cost is determined under section 9-1.05.

AA

DIVISION III GRADING
19 EARTHWORK

10-19-12

Replace the 2nd paragraph of section 19-3.01A(2)(b) with:

07-01-11

For cofferdams on or affecting railroad property, allow 85 days for review.

Add to the list in the 1st paragraph of section 19-3.01A(2)(d):

01-20-12

9. Provisions for discontinuous rows of soil nails

Add to section 19-3.01A(3)(b):

01-20-12

For soil nail walls, wall zones are specified in the special provisions.

For ground anchor walls, a wall zone is the entire wall unless otherwise specified in the special provisions.

01-20-12

Delete the 2nd sentence in the 4th paragraph of section 19-3.01A(3)(b).

Replace the 1st paragraph of section 19-3.03E(3) with:

01-20-12

Compact structure backfill behind lagging of soldier pile walls by hand tamping, mechanical compaction, or other authorized means.

Replace the 2nd paragraph of section 19-3.03F with:

01-20-12

Do not backfill over or place material over slurry cement backfill until 4 hours after placement. When concrete sand is used as aggregate and the in-place material is free draining, you may start backfilling as soon as the surface water is gone.

Add between the 2nd and 3rd paragraphs of section 19-3.03K:

01-20-12

Before you excavate for the installation of ground anchors in a wall zone:

1. Complete stability testing
2. Obtain authorization of test data

Replace the 2nd sentence of the 7th paragraph of section 19-3.03K:

01-20-12

Stop construction in unstable areas until remedial measures have been taken. Remedial measures must be submitted and authorized.

Replace the 1st paragraph of section 39-1.03B with:

04-20-12

Perform a mix design that produces HMA with the values for the quality characteristics shown in the following table:

Quality characteristic	Test method	HMA type		
		A	B	RHMA-G
Air void content (%)	California Test 367	4.0	4.0	Section 39-1.03B
Voids in mineral aggregate (% min.)	California Test 367			--
No. 4 grading		17.0	17.0	--
3/8" grading		15.0	15.0	18.0-23.0 ^a
1/2" grading		14.0	14.0	18.0-23.0 ^a
3/4" grading	13.0	13.0	Note c	
Voids filled with asphalt (%)	California Test 367			
No. 4 grading		65.0-75.0	65.0-75.0	
3/8" grading		65.0-75.0	65.0-75.0	
1/2" grading		65.0-75.0	65.0-75.0	
3/4" grading	65.0-75.0	65.0-75.0	Note c	
Dust proportion	California Test 367			
No. 4 and 3/8" gradings		0.6-1.2	0.6-1.2	
1/2" and 3/4" gradings		0.6-1.2	0.6-1.2	
Stabilometer value (min.) ^b	California Test 366			
No. 4 and 3/8" gradings		30	30	--
1/2" and 3/4" gradings		37	35	23

^a Voids in mineral aggregate for RHMA-G must be within this range.

^b California Test 304, Part 2C.12.

^c Report this value in the JMF submittal.

Replace item 4 in the list in the 1st paragraph of section 39-1.03C with:

01-20-12

4. JMF renewal on a *Caltrans Job Mix Formula Renewal* form, if applicable

Replace the 2nd paragraph of section 39-1.03E with:

04-20-12

Use the OBC specified on your *Contractor Hot Mix Asphalt Design Data* form. No adjustments to asphalt binder content are allowed. Based on your testing and production experience, you may submit an adjusted aggregate gradation TV on a *Contractor Job Mix Formula Proposal* form before verification testing. Aggregate gradation TV must be within the TV limits specified in the aggregate gradation tables.

Add between the 3rd and 4th paragraphs of section 39-1.03E:

04-20-12

Asphalt binder set point for HMA must be the OBC specified on your *Contractor Hot Mix Asphalt Design Data* form. When RAP is used, asphalt binder set point for HMA must be:

5. For each HMA type and aggregate gradation specified, the Engineer verifies at the Department's expense 1 proposed JMF renewal within a 12-month period.

Add between the 6th and 7th paragraphs of section 39-1.03F:

01-20-12

The most recent aggregate quality test results within the past 12 months may be used for verification of JMF renewal or the Engineer may perform aggregate quality tests for verification of JMF renewal.

Replace section 39-1.03G with:

04-20-12

39-1.03G Job Mix Formula Modification

For an accepted JMF, you may change asphalt binder source one time during production.

Submit your modified JMF request a minimum of 3 business days before production. Each modified JMF submittal must consist of:

1. Proposed modified JMF on *Contractor Job Mix Formula Proposal* form
2. Mix design records on *Contractor Hot Mix Asphalt Design Data* form for the accepted JMF to be modified
3. JMF verification on *Hot Mix Asphalt Verification* form for the accepted JMF to be modified
4. Quality characteristics test results for the modified JMF as specified in section 39-1.03B. Perform tests at the mix design OBC as shown on the *Contractor Asphalt Mix Design Data* form
5. If required, California Test 371 test results for the modified JMF.

With an accepted modified JMF submittal, the Engineer verifies each modified JMF within 5 business days of receiving all verification samples. If California Test 371 is required, the Engineer tests for California Test 371 within 10 days of receiving verification samples.

The Engineer verifies the modified JMF after the modified JMF HMA is placed on the project and verification samples are taken within the first 750 tons following sampling requirements in section 39-1.03E, "Job Mix Formula Verification." The Engineer tests verification samples for compliance with:

1. Stability as shown in the table titled "HMA Mix Design Requirements"
2. Air void content at design value ± 2.0 percent
3. Voids in mineral aggregate as shown in the table titled "HMA Mix Design Requirements"
4. Voids filled with asphalt, report only
5. Dust proportion, report only

If the modified JMF is verified, the Engineer revises your *Hot Mix Asphalt Verification* form to include the new asphalt binder source. Your revised form will have the same expiration date as the original form.

If a modified JMF is not verified, stop production and any HMA placed using the modified JMF is rejected.

The Engineer deducts \$2,000 from payments for each modified JMF verification. The Engineer deducts an additional \$2,000 for each modified JMF verification that requires California Test 371.

Add to section 39-1.03:

01-20-12

39-1.03H Job Mix Formula Acceptance

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. The Department has verified the JMF within 12 months before HMA production.

Replace the 5th and 6th paragraphs of section 39-1.12C with:

07-20-12

On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the PI_0 must be at most 2.5 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the superelevation transitions, the PI_0 must be at most 5 inches per 0.1-mile section.

Add to section 39-1.12:

01-20-12

39-1.12E Reserved

Add to section 39-1.14:

01-20-12

Prepare the area to receive HMA for miscellaneous areas and dikes, including any excavation and backfill as needed.

Replace "6.8" in item 3 in the list in the 4th paragraph of section 39-1.14 with:

04-20-12

6.4

Replace "6.0" in item 3 in the list in the 4th paragraph of section 39-1.14 with:

04-20-12

5.7

Replace "6.8" in the 1st paragraph of section 39-1.15B with:

04-20-12

6.4

Replace "6.0" in the 1st paragraph of section 39-1.15B with:

04-20-12

5.7

Replace the 1st paragraph of section 39-2.02B with:

04-20-12

Perform sampling and testing at the specified frequency for the quality characteristics shown in the following table:

Rattler (% max) Loss at 100 rev. Loss at 500 rev.	Test 211		12 45	-- 50	12 40	12 40
Flat and elongated particles (% max by weight @ 5:1)	California Test 235		Report only	Report only	Report only	Report only
Fine aggregate angularity (% min) ⁱ	California Test 234		45	45	45	--
Voids filled with asphalt (% ^j) No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367		65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	Report only	--
Voids in mineral aggregate (% min) ^j No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367		17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0–23.0 ^k 18.0–23.0 ^k	--
Dust proportion ^l No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367		0.6-1.2 0.6–1.2	0.6-1.2 0.6–1.2	Report only	--
Smoothness	Section 39-1.12	--	12-foot straight-edge, must grind, and PI ₀	12-foot straight-edge, must grind, and PI ₀	12-foot straight-edge, must grind, and PI ₀	12-foot straight-edge, must grind, and PI ₀
Asphalt rubber binder viscosity @ 375 °F, centipoises	Section 39-1.02D	Section 39-1.04C	--	--	1,500–4,000	1,500–4,000
Asphalt modifier	Section 39-1.02D	Section 39-1.04C	--	--	Section 39-1.02D	Section 39-1.02D
CRM	Section 39-1.02D	Section 39-1.04C	--	--	Section 39-1.02D	Section 39-1.02D

^a Determine combined aggregate gradation containing RAP under California Test 367.

^b The tolerances must comply with the allowable tolerances in section 39-1.02E.

^c Report the average of 3 tests from a single split sample.

^d Determine field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

^e To determine field compaction use:

1. In-place density measurements using the method specified in your QC plan.
2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.

^f California Test 304, Part 2C.12.

^g Determine the bulk specific gravity of each lab-compacted briquette under California Test 308,

(%, max by weight @ 5:1)	Test 235				
Voids filled with asphalt (%) ^j No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0-75.0 65.0-75.0 65.0-75.0 65.0-75.0	65.0-75.0 65.0-75.0 65.0-75.0 65.0-75.0	Report only	--
Voids in mineral aggregate (% min) ^j No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0-23.0 ^k 18.0-23.0 ^k	--
Dust proportion ^j No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.6-1.2 0.6-1.2	0.6-1.2 0.6-1.2	Report only	--
Smoothness	Section 39-1.12	12-foot straight- edge, must grind, and PI ₀	12-foot straight- edge, must grind, and PI ₀	12-foot straight- edge, must grind, and PI ₀	12-foot straight- edge and must grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92- 1.01D(2) and section 39-1.02D	Section 92-1.01D(2) and section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
CRM	Various	--	--	Section 39-1.02D	Section 39-1.02D

^a The Engineer determines combined aggregate gradations containing RAP under California Test 367.

^b "X" denotes the sieves the Engineer tests for the specified aggregate gradation.

^c The tolerances must comply with the allowable tolerances in section 39-1.02E.

^d The Engineer reports the average of 3 tests from a single split sample.

^e The Engineer determines field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

^f To determine field compaction, the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core.
2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.

^g California Test 304, Part 2C.12.

^h The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

ⁱ The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

^j Report only.

^k Voids in mineral aggregate for RHMA-G must be within this range.

Replace the 1st paragraph of section 39-3.02A with:

04-20-12

The Department samples for acceptance testing and tests for the quality characteristics shown in the following table:

HMA Acceptance—Method Construction Process

Quality characteristic	Test method	HMA type			
		A	B	RHMA-G	OGFC
Aggregate gradation ^a	California Test 202	JMF ± tolerance ^b			
Sand equivalent (min) ^c	California Test 217	47	42	47	--
Asphalt binder content (%)	California Test 379 or 382	JMF±0.40	JMF±0.40	JMF ± 0.40	JMF ± 0.40
HMA moisture content (% max)	California Test 226 or 370	1.0	1.0	1.0	1.0
Stabilometer value (min) ^{c, d} No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30	30	--	--
		37	35	23	--
Percent of crushed particles Coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90	25	--	90
		75	--	90	75
Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.	California Test 211	12	--	12	12
		45	50	40	40
Air void content (%) ^{c, e}	California Test 367	4 ± 2	4 ± 2	TV ± 2	--
Fine aggregate angularity (% min) ^f	California Test 234	45	45	45	--
Flat and elongated particles (% max by weight @ 5:1)	California Test 235	Report only	Report only	Report only	Report only
Voids filled with asphalt (%) ^g No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0–75.0	65.0–75.0	Report only	--
		65.0–75.0	65.0–75.0		
		65.0–75.0	65.0–75.0		
		65.0–75.0	65.0–75.0		
Voids in mineral aggregate (% min) ^g No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0	17.0	--	--
		15.0	15.0	--	--
		14.0	14.0	18.0–23.0 ^h	18.0–23.0 ^h
		13.0	13.0	18.0–23.0 ^h	18.0–23.0 ^h
Dust proportion ^g No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.6-1.2	0.6-1.2	Report only	--
		0.6–1.2	0.6–1.2		
Smoothness	Section	12-foot	12-foot	12-foot	12-foot

Minimum Quality Control—QC/QA Construction Process

Quality characteristic	Test method	Minimum sampling and testing frequency	HMA Type			Location of sampling	Maximum report -ing time allowance
			A	B	RHMA-G		
Aggregate gradation ^a	California Test 202	1 per 750 tons	JMF ± tolerance ^b	JMF ± tolerance ^b	JMF ± tolerance ^b	California Test 125	24 hours
Asphalt binder content (%)	California Test 379 or 382		JMF±0.40	JMF±0.40	JMF ±0.40	Loose mix behind paver See California Test 125	
Field compaction (% max. theoretical density) ^{c,d}	QC plan		92–96	92–96	91–96	QC plan	
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants ^e	California Test 226 or 370	2 per day during production	--	--	--	Stock-piles or cold feed belts	--
Sand equivalent (min) ^f	California Test 217	1 per 750 tons	47	42	47	California Test 125	24 hours
HMA moisture content (% max)	California Test 226 or 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	Loose Mix Behind Paver See California Test 125	24 hours
Stabilometer value (min) ^{f,g}	California Test 366	1 per 4,000 tons or 2 per 5 business days, whichever is greater	30	30	--		48 hours
No. 4 and 3/8" gradings 1/2" and 3/4" gradings			37	35	23		
Air void content (%) ^{f,h}	California Test 367		4 ± 2	4 ± 2	TV ± 2		

Dust proportion ^l :	California Test 367						
No. 4 and 3/8" gradings 1/2" and 3/4" gradings			0.6-1.2 0.6-1.2	0.6-1.2 0.6-1.2	Report only		
Smoothness	Section 39-1.12	--	12-foot straight-edge, must-grind, and PI ₀	12-foot straight-edge, must-grind, and PI ₀	12-foot straight-edge, must-grind, and PI ₀	--	
Asphalt rubber binder viscosity @ 375 °F, centipoises	Section 39-1.02D	--	--	--	1,500-4,000	Section 39-1.02D	24 hours
CRM	Section 39-1.02D	--	--	--	Section 39-1.02D	Section 39-1.02D	48 hours

^a Determine combined aggregate gradation containing RAP under California Test 367.

^b The tolerances must comply with the allowable tolerances in section 39-1.02E.

^c Determines field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

^d To determine field compaction use:

1. In-place density measurements using the method specified in your QC plan.
2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.

^e For adjusting the plant controller at the HMA plant.

^f Report the average of 3 tests from a single split sample.

^g California Test 304, Part 2C,12.

^h Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

ⁱ The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

^j Report only.

^k Voids in mineral aggregate for RHMA-G must be within this range.

Replace the 1st sentence in the 1st paragraph of section 39-4.03B(2) with:

01-20-12

For aggregate gradation and asphalt binder content, the minimum ratio of verification testing frequency to quality control testing frequency is 1:5.

Replace the 2nd "and" in the 7th paragraph of section 39-4.03B(2) with:

01-20-12

or

	Voids in mineral aggregate (% min) ^j		California Test 367			(Note k)
	No. 4 grading			17.0	17.0	--
	3/8" grading			15.0	15.0	--
	1/2" grading			14.0	14.0	18.0-23.0
	3/4" grading			13.0	13.0	18.0-23.0
	Voids filled with asphalt (%) ^j		California Test 367			Report only
	No. 4 grading			65.0-75.0	65.0-75.0	
	3/8" grading			65.0-75.0	65.0-75.0	
	1/2" grading			65.0-75.0	65.0-75.0	
	3/4" grading			65.0-75.0	65.0-75.0	
	Dust proportion ⁱ		California Test 367			Report only
	No. 4 and 3/8" gradings			0.6-1.2	0.6-1.2	
	1/2" and 3/4" gradings			0.6-1.2	0.6-1.2	
	Smoothness		Section 39-1.12	12-foot straight-edge, must grind, and P ₁₀	12-foot straight-edge, must grind, and P ₁₀	12-foot straight-edge, must grind, and P ₁₀
	Asphalt binder		Various	Section 92	Section 92	Section 92
	Asphalt rubber binder		Various	--	--	Section 92-1.01D(2) and section 39-1.02D
	Asphalt modifier		Various	--	--	Section 39-1.02D
	CRM		Various	--	--	Section 39-1.02D

^a The Engineer determines combined aggregate gradations containing RAP under California Test 367.

^b "X" denotes the sieves the Engineer tests for the specified aggregate gradation.

^c The tolerances must comply with the allowable tolerances in section 39-1.02E.

^d The Engineer determines field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and less than 0.20 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

^e To determine field compaction, the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core.
2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.

^f The Engineer reports the average of 3 tests from a single split sample.

^g California Test 304, Part 2C.12.

^h The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

ⁱ The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

^j Report only.

^k Voids in mineral aggregate for RHMA-G must be within this range.

Replace the 1st sentence of the 3rd paragraph of section 40-1.01D(9) with:

01-20-12

Use a California profilograph to determine the concrete pavement profile.

Replace the title of the table in section 40-1.01D(13)(a) with:

01-20-12

Concrete Pavement Acceptance Testing

Replace the 2nd and 3rd paragraphs in section 40-1.01D(13)(a) with:

01-20-12

Pavement smoothness may be accepted based on the Department's testing. A single test represents no more than 0.1 mile.

Acceptance of modulus of rupture, thickness, dowel bar and tie bar placement, coefficient of friction, smoothness, and air content, does not constitute final concrete pavement acceptance.

Delete item 4 in the list in the 2nd paragraph in section 40-1.01D(13)(c)(2).

01-20-12

Replace items 1 and 2 in the list in the 2nd paragraph in 40-1.01D(13)(d) with:

01-20-12

1. For tangents and horizontal curves having a centerline radius of curvature 2,000 feet or more, the PI_0 must be at most 2-1/2 inches per 0.1-mile section.
2. For horizontal curves having a centerline radius of curvature from 1,000 to 2,000 feet including concrete pavement within the superelevation transitions of those curves, the PI_0 must be at most 5 inches per 0.1-mile section.

Replace the 1st and 2nd variables in the equation in section 40-1.01D(13)(f) with:

01-20-12

n_c = Number of your quality control tests (minimum of 6 required)
 n_v = Number of verification tests (minimum of 2 required)

Replace "Your approved third party independent testing laboratory" in the 4th paragraph of section 40-1.01D(13)(f) with:

01-20-12

The authorized laboratory

Replace item 2 in the list in the 2nd paragraph of section 40-1.01D(13)(g):

01-20-12

2. One test for every 4,000 square yards of concrete pavement with tie bars or remaining fraction of that area. Each tie bar test consists of 2 cores with 1 on each tie-bar-end to expose both ends and allow measurement.

Replace the 1st, 2nd, and 3rd paragraphs in section 40-1.02F with:

01-20-12

Dowel bars must be plain bars. Fabricate, sample, and handle epoxy-coated dowel bars under ASTM D 3963/D 3963M and section 52-2.03C except each sample must be 18 inches long.

If the project is not shown to be in high desert or any mountain climate region, dowel bars must be one of the following:

1. Epoxy-coated bars. Bars must comply with ASTM A 615/A 615M, Grade 40 or 60. Epoxy coating must comply with either section 52-2.02B or 52-2.03B.
2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.
3. Low carbon, chromium-steel bars under ASTM A 1035/A 1035M.

If the project is shown to be in high desert or any mountain climate region, dowel bars must be one of the following:

1. Epoxy-coated bars. Bars must comply with ASTM A 615/A 615M, Grade 40 or 60. Epoxy coating must comply with section 52-2.03B.
2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.

Replace the paragraphs in section 40-1.02G with:

01-20-12

For dowel and tie bar baskets, wire must comply with ASTM A 82/A 82M and be welded under ASTM A 185/A 185M, Section 7.4. The minimum wire-size no. is W10. Use either U-frame or A-frame shaped assemblies.

If the project is not shown to be in high desert or any mountain climate region. Baskets may be epoxy-coated, and the epoxy coating must comply with either section 52-2.02B or 52-2.03B.

If the project is shown to be in high desert or any mountain climate region, wire for dowel bar and tie bar baskets must be one of the following:

1. Epoxy-coated wire complying with section 52-2.03B
2. Stainless-steel wire. Wire must be descaled, pickled, and polished solid stainless-steel. Wire must comply with (1) the chemical requirements in ASTM A 276/A 276M, UNS Designation S31603 or S31803 and (2) the tension requirements in ASTM A 1022/ A 1022M.

Handle epoxy-coated tie bar and dowel bar baskets under ASTM D 3963/D 3963M and either section 52-2.02B or 52-2.03B.

Fasteners must be driven fasteners under ASTM F 1667. Fasteners on lean concrete base or HMA must have a minimum shank diameter of 3/16 inch and a minimum shank length of 2-1/2 inches. For asphalt treated permeable base or cement treated permeable base, the shank diameter must be at least 3/16 inch and the shank length must be at least 5 inches.

Fasteners, clips, and washers must have a minimum 0.2-mil thick zinc coating applied by either electroplating or galvanizing.

Replace the 1st paragraph in section 40-1.02H with:

01-20-12

Chemical adhesive for drilling and bonding dowels and tie bars must be on the Authorized Material List. The Authorized Material List indicates the appropriate chemical adhesive system for the concrete temperature and installation conditions.

- 1.3. Tie bar inserter
- 1.4. Tining
- 1.5. Curing equipment
- 2. Change concrete mix proportions

You may request authorization to eliminate the test strip if you use paving equipment and personnel from a Department project (1) for the same type of pavement and (2) completed within the past 12 months. Submit supporting documents and previous project information with your request.

Replace the 1st paragraph in section 40-1.03I with:

01-20-12

Place tie bars in compliance with the tolerances shown in the following table:

Tie Bar Tolerance	
Dimension	Tolerance
Horizontal and vertical skew	10 degrees maximum
Longitudinal translation	± 2 inch maximum
Horizontal offset (embedment)	± 2 inch maximum
Vertical depth	1. Not less than 1/2 inch below the saw cut depth of joints 2. When measured at any point along the bar, not less than 2 inches clear of the pavement's surface and bottom

Replace item 4 in the list in the 2nd paragraph in section 40-1.03I with:

01-20-12

- 4. Use tie bar baskets. Anchor baskets at least 200 feet in advance of pavement placement activity. If you request a waiver, describe the construction limitations or restricted access preventing the advanced anchoring. After the baskets are anchored and before paving, demonstrate the tie bars do not move from their specified depth and alignment during paving. Use fasteners to anchor tie bar baskets.

Replace "The maximum distance below the depth shown must be 0.05 foot." in the table in section 40-1.03J with:

01-20-12

The maximum distance below the depth shown must be 5/8 inch.

Replace sections 40-1.03L and 40-1.03M with:

01-20-12

40-1.03L Finishing

7. 40-1.03L(1) General

Reserved

8. 40-1.03L(2) Preliminary Finishing

9. 40-1.03L(2)(a) General

Preliminary finishing must produce a smooth and true-to-grade finish. After preliminary finishing, mark each day's paving with a stamp. The stamp must be authorized before paving starts. The stamp must be approximately 1 by 2 feet in size. The stamp must form a uniform mark from 1/8 to 1/4 inch deep. Locate

Initial and final texturing must produce a coefficient of friction of at least 0.30 when tested under California Test 342. Notify the Engineer when the pavement is scheduled to be opened to traffic to allow at least 25 days for the Department to schedule testing for coefficient of friction. Notify the Engineer when the pavement is ready for testing which is the latter of:

1. Seven days after paving
2. When the pavement has attained a modulus of rupture of 550 psi

The Department tests for coefficient of friction within 7 days of receiving notification that the pavement is ready for testing.

Do not open the pavement to traffic unless the coefficient of friction is at least 0.30.

40-1.03M Reserved

Replace the 4th paragraph of 40-1.03P with:

01-20-12

Construct crossings for traffic convenience. If authorized, you may use RSC for crossings. Do not open crossings until the Department determines that the pavement's modulus of rupture is at least 550 psi under California Test 523 or California Test 524.

Replace the 1st paragraph of section 40-6.01A with:

01-20-12

Section 40-6 includes specifications for applying a high molecular weight methacrylate resin system to pavement surface cracks that do not extend the full slab depth.

Replace the 4th paragraph of section 40-6.01C(2) with:

01-20-12

If the project is in an urban area adjacent to a school or residence, the public safety plan must also include an airborne emissions monitoring plan prepared by a CIH certified in comprehensive practice by the American Board of Industrial Hygiene. Submit a copy of the CIH's certification. The CIH must monitor the emissions at a minimum of 4 points including the mixing point, the application point, and the point of nearest public contact. At work completion, submit a report by the industrial hygienist with results of the airborne emissions monitoring plan.

Delete the 1st sentence of the 2nd paragraph in section 40-6.02B.

01-20-12

Replace item 4 in the list in the last paragraph in section 40-6.03A with:

01-20-12

4. Coefficient of friction is at least 0.30 under California Test 342

Replace the paragraph in section 40-6.04 with:

01-20-12

Not Used

47 EARTH RETAINING SYSTEMS

10-19-12

Replace the 2nd paragraph of section 47-2.01D with:

02-17-12

Coupler test samples must comply with minimum tensile specifications for steel wire in ASTM A 82/A 82M. Total wire slip must be at most 3/16 inch when tested under the specifications for tension testing of round wire test samples in ASTM A 370.

Replace "78-80" in the 1st table in the 2nd paragraph of section 47-2.02C with:

10-19-12

78-100

Replace the value for the sand equivalent requirement in the 2nd table in the 3rd paragraph of section 47-2.02C with:

01-20-12

12 minimum

Replace the 1st paragraph of section 47-2.02E with:

02-17-12

Steel wire must comply with ASTM A 82/A 82M. Welded wire reinforcement must comply with ASTM A 185/A 185M.

Add between the 2nd and 3rd paragraphs of section 47-3.02A:

10-19-12

Reinforcement must comply with section 52.

Delete the 1st paragraph of section 47-3.02B(2)(b).

10-19-12

Add between the 3rd and 4th paragraphs of section 47-5.01:

10-19-12

Reinforcement must comply with section 52.

Add to section 47-6.01A:

10-19-12

The alternative earth retaining system must comply with the specifications for the type of wall being constructed.

AA

Replace the 1st paragraph of section 49-3.01C with:

01-20-12

Except for CIDH concrete piles constructed under slurry, construct CIP concrete piles such that the excavation methods and the concrete placement procedures provide for placing the concrete against undisturbed material in a dry or dewatered hole.

Replace "Reserved" in section 49-3.02A(2) with:

01-20-12

dry hole:

1. Except for CIDH concrete piles specified as end bearing, a drilled hole that:
 - 1.1. Accumulates no more than 12 inches of water in the bottom of the drilled hole during a period of 1 hour without any pumping from the hole during the hour.
 - 1.2. Has no more than 3 inches of water in the bottom of the drilled hole immediately before placing concrete.
2. For CIDH concrete piles specified as end bearing, a drilled hole free of water without the use of pumps.

Replace "Reserved" in section 49-3.02A(3)(a) with:

01-20-12

If plastic spacers are proposed for use, submit the manufacturer's data and a sample of the plastic spacer. Allow 10 days for review.

Replace item 5 in the list in the 1st paragraph of section 49-3.02A(3)(b) with:

10-19-12

5. Methods and equipment for determining:
 - 5.1. Depth of concrete
 - 5.2. Theoretical volume of concrete to be placed, including the effects on volume if casings are withdrawn
 - 5.3. Actual volume of concrete placed

Replace item 2 in the list in the 1st paragraph of section 49-3.02A(3)(g) with:

01-20-12

2. Be sealed and signed by an engineer who is registered as a civil engineer in the State. This requirement is waived for either of the following conditions:
 - 2.1. The proposed mitigation will be performed under the current Department-published version of *ADSC Standard Mitigation Plan 'A' - Basic Repair* without exception or modification.
 - 2.2. The Engineer determines that the rejected pile does not require mitigation due to structural, geotechnical, or corrosion concerns, and you elect to repair the pile using the current Department-published version of *ADSC Standard Mitigation Plan 'B' - Grouting Repair* without exception or modification.

Replace item 1 in the list in the 1st paragraph of section 49-3.02A(4)(d)(ii) with:

01-20-12

1. Inspection pipes must be schedule 40 PVC pipe complying with ASTM D 1785 with a nominal pipe size of 2 inches. Watertight PVC couplers complying with ASTM D 2466 are allowed to facilitate pipe lengths in excess of those commercially available. Log the location of the inspection pipe couplers with respect to the plane of pile cutoff.

minutes of placing concrete in the forms. Do not attach vibrators to or hold them against forms or reinforcing steel. Do not displace reinforcement, ducts, or prestressing steel during vibrating.

Add to section 51-1.03E(5):

08-05-11

Drill the holes without damaging the adjacent concrete. If reinforcement is encountered during drilling before the specified depth is attained, notify the Engineer. Unless coring through the reinforcement is authorized, drill a new hole adjacent to the rejected hole to the depth shown.

Replace "Reserved" in section 51-1.03F(5)(b) with:

04-20-12

15. 51-1.03F(5)(b)(i) General

Except for bridge widenings, texture the bridge deck surfaces longitudinally by grinding and grooving or by longitudinal tining.

10-19-12

For bridge widenings, texture the deck surface longitudinally by longitudinal tining.

04-20-12

In freeze-thaw areas, do not texture PCC surfaces of bridge decks.

16. 51-1.03F(5)(b)(ii) Grinding and Grooving

When texturing the deck surface by grinding and grooving, place a 1/4 inch of sacrificial concrete cover on the bridge deck above the finished grade shown. Place items to be embedded in the concrete based on the final profile grade elevations shown. Construct joint seals after completing the grinding and grooving.

Before grinding and grooving, deck surfaces must comply with the smoothness and deck crack treatment requirements.

Grind and groove the deck surface as follows:

1. Grind the surface to within 18 inches of the toe of the barrier under section 42-3. Grinding must not reduce the concrete cover on reinforcing steel to less than 1-3/4 inches.
2. Groove the ground surfaces longitudinally under section 42-2. The grooves must be parallel to the centerline.

17. 51-1.03F(5)(b)(iii) Longitudinal Tining

When texturing the deck surface by longitudinal tining, perform initial texturing with a burlap drag or broom device that produces striations parallel to the centerline. Perform final texturing with spring steel tines that produce grooves parallel with the centerline.

The tines must:

1. Be rectangular in cross section
2. Be from 3/32 to 1/8 inch wide on 3/4-inch centers
3. Have enough length, thickness, and resilience to form grooves approximately 3/16 inch deep

Construct grooves to within 6 inches of the layout line of the concrete barrier toe. Grooves must be from 1/8 to 3/16 inch deep and 3/16 inch wide after concrete has hardened.

For irregular areas and areas inaccessible to the grooving machine, you may hand construct grooves. Hand-constructed grooves must comply with the specifications for machine-constructed grooves.

Tining must not cause tearing of the deck surface or visible separation of coarse aggregate at the surface.

04-20-12

Delete the 2nd paragraph of section 51-4.01A.

Replace the 3rd paragraph of section 51-4.01C(2) with:

04-20-12

For segmental or spliced-girder construction, shop drawings must include the following additional information:

1. Details showing construction joints or closure joints
2. Arrangement of bar reinforcing steel, prestressing tendons, and pressure-grouting pipe
3. Materials and methods for making closures
4. Construction joint keys and surface treatment
5. Other requested information

For segmental girder construction, shop drawings must include concrete form and casting details.

10-19-12

Delete the 1st and 2nd paragraphs of section 51-4.02A.

Replace the 3rd paragraph of section 51-4.02B(2) with:

04-20-12

For segmental or spliced-girder construction, materials for construction joints or closure joints at exterior girders must match the color and texture of the adjoining concrete.

Add to section 51-4.02B(2):

04-20-12

At spliced-girder closure joints:

1. If shear keys are not shown, the vertical surfaces of the girder segment ends must be given a coarse texture as specified for the top surface of PC members.
2. Post-tensioning ducts must extend out of the vertical surface of the girder segment closure end sufficiently to facilitate splicing of the duct.

For spliced girders, pretension strand extending from the closure end of the girder segment to be embedded in the closure joint must be free of mortar, oil, dirt, excessive mill scale and scabby rust, and other coatings that would destroy or reduce the bond.

Add to section 51-4.03B:

04-20-12

The specifications for prestressing force distribution and sequencing of stressing in the post-tensioning activity in 50-1.03B(2)(a) do not apply if post-tensioning of spliced girders before starting deck construction is described. The composite deck-girder structure must be post-tensioned in a subsequent stage.

Temporary spliced-girder supports must comply with the specifications for falsework in section 48-2.

Before post-tensioning of spliced girders, remove the forms at CIP concrete closures and intermediate diaphragms to allow inspection for concrete consolidation.

Except for blast cleaning within closed buildings, perform blast cleaning and painting during daylight hours.

Add to section 59-2.03C:

10-19-12

18. 59-2.03C(3) Moisture-Cured Polyurethane Coating
Reserved

Replace item 1 in the list in the 2nd paragraph of section 59-2.03C(1) with:

10-19-12

1. Apply a stripe coat of undercoat paint on all edges, corners, seams, crevices, interior angles, junctions of joining members, weld lines, and similar surface irregularities. The stripe coat must completely hide the surface being covered. If spot blast cleaning portions of the bridge, apply the stripe coat of undercoat paint before each undercoat and follow with the undercoat as soon as practical. If removing all existing paint from the bridge, apply the undercoat first as soon as practical and follow with the stripe coat of undercoat paint for each undercoat.

Add to section 59-2.03C(2)(a):

10-19-12

Coatings for new structural steel must comply with the requirements shown in the following table:

Zinc Coating System for New Structural Steel

Description	Coating	Dry film thickness (mils)
All surfaces:		
Undercoat	Inorganic zinc primer, AASHTO M 300 Type I or II	4-8
Finish coat ^a	Exterior grade latex, 2 coats	2 minimum each coat, 4-8 total
Total thickness, all coats		8-14

^aIf no finish coats are described, a final coat of inorganic zinc primer is required

Coatings for existing structural steel must comply with the requirements shown in the following table:

Replace the 3rd and 4th paragraphs of section 80-2.02F with:

10-19-12

Each staple used to fasten barbed wire and wire mesh fabric to wood posts must:

1. Comply with ASTM F 1667
2. Be at least 1-3/4 inches long
3. Be manufactured from 9-gage galvanized wire

Wire ties used to fasten barbed wire and wire mesh to metal posts must be at least 11-gage galvanized wire complying with ASTM F 626. Clips and hog rings used for metal posts must be at least 9-gage galvanized wire complying with ASTM F 626.

Replace the 8th through 14th paragraphs of section 80-2.03 with:

10-19-12

Attach the wire mesh and barbed wire to each post.

Securely fasten tension wires to wood posts. Make a single or double loop around each post at each attachment point and staple the wire to the post. Use wire ties, hog rings, or wire clips to fasten the wires to the metal posts.

Connect each wood brace to its adjacent post with a 3/8 by 4-inch steel dowel. Twist the tension wires until the installation is rigid.

Stretch barbed wire and wire mesh fabric and fasten to each wood or steel end, corner, or gate post. Apply tension according to the manufacturer's instructions using a mechanical stretcher or other device designed for such use. If no tension is specified by the manufacturer, use 250 pounds for the required tension. Evenly distribute the pull over the longitudinal wires in the wire mesh such that no more than 50 percent of the original depth of the tension curves is removed. Do not use a motorized vehicle, truck, or tractor to stretch the wire.

Attach barbed wire and wire mesh fabric to the private-property side of posts. On curved alignments, place the wire mesh and barbed wire on the face of the post against which the normal pull of the wire mesh and wire will be exerted. Terminate the wire mesh and barbed wire at each end, corner, pull, and gate post in the new fence line. Attach wire mesh and barbed wire to each wood or steel end, corner, pull, or gate post by wrapping each horizontal strand around the post and tying it back on itself with at least 4 tightly-wound wraps.

At line posts, fasten the wire mesh to the post at the top and bottom and at intermediate points not exceeding 10 inches apart. Fasten each line of barbed wire to each line post. Use wire ties or clips to fasten the wires to metal posts under the post manufacturer's instructions. Drive staples crosswise with the grain of the wood and pointed slightly downward. Drive staples just short of actual contact with the wires to allow free longitudinal movement of those wires and to prevent damage to the wire's protective coating. Secure all wires to posts to maintain horizontal alignment.

Splices in barbed wire and wire mesh are allowed provided there are no more than 2 splices per 50 feet of fence. Use commercially-available galvanized mechanical wire splices or a wire splice created by tying off wire. Install mechanical wire splices with a tool designed for that purpose under the manufacturer's instructions. Tie off the wire as follows:

1. Carry the ends of each wire 3 inches past the tied-off knot location and wrap around the wire for at least 6 turns in opposite directions.
2. Remove the splice tool and close the space by pulling the end of the wires together.
3. Cut the unused ends of the wire close and neat.

AA

86 ELECTRICAL SYSTEMS

10-19-12

Replace section 86-2.06 with:

01-20-12

86-2.06 PULL BOXES

86-2.06A General

20. 86-2.06A(1) Cover Marking

Marking must be clearly defined, uniform in depth, and parallel to either the long or short sides of the cover.

Marking letters must be 1 to 3 inches high.

Before galvanizing steel or cast iron cover, apply marking by one of the following methods:

1. Use cast iron strip at least 1/4 inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover with 1/4-inch flathead stainless steel machine bolts and nuts. Peen bolts after tightening.
2. Use sheet steel strip at least 0.027 inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover by spot welding, tack welding, or brazing, with 1/4-inch stainless steel rivets or 1/4-inch roundhead stainless steel machine bolts and nuts. Peen bolts after tightening.
3. Bead weld the letters on cover such that the letters are raised a minimum of 3/32 inch.

21. 86-2.06A(2) Installation and Use

Space pull boxes no more than 200 feet apart. You may install additional pull boxes to facilitate the work.

You may use a larger standard size pull box than that shown on the plans or specified.

A pull box in ground or sidewalk area must be installed as follows:

1. Embed bottom of the pull box in crushed rock.
2. Place a layer of roofing paper on the crushed rock.
3. Place grout over the layer of roofing paper. Grout must be 0.50 to 1 inch thick and sloped toward the drain hole.
4. Make a 1-inch drain hole in the center of the pull box through the grout and roofing paper.
5. Place grout between the pull box and the pull box extension, and around conduits.

The top of the pull box must be flush with the surrounding grade or the top of an adjacent curb, except in unpaved areas where the pull box is not immediately adjacent to and protected by a concrete foundation, pole, or other protective construction. Place the pull box 1-1/4 inches above the surrounding grade. Where practical, place a pull box shown in the vicinity of curbs or adjacent to a standard on the side of the foundation facing away from traffic. If a pull box is installed in a sidewalk area, adjust the depth of the pull box so that the top of the pull box is flush with the sidewalk.

Reconstruct the sump of an existing pull box if disturbed by your activities. Remove old grout and replace with new if the sump was grouted.

86-2.06B Non-Traffic-Rated Pull Boxes

Reserved

86-2.06C Traffic Pull Boxes

Traffic pull box and cover must comply with ASTM C857, "Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures," for HS20-44 loading. You must be able to place the load anywhere on the box and cover for 1 minute without causing cracks or permanent deformations.

Replace the value for apparent size opening of nonwoven fabric in the table in the 1st paragraph of section 88-1.02E with:

01-20-12

0.012

Replace the table in the 1st paragraph of section 88-1.02G with:

01-20-12

Sediment Filter Bag

Property	Test	Values	
		Woven	Nonwoven
Grab breaking load, lb, 1-inch grip min, in each direction	ASTM D 4632	200	250
Apparent elongation, percent min, in each direction	ASTM D 4632	10	50
Water flow rate, gal per minute/sq ft min and max average roll value	ASTM D 4491	100-200	75-200
Permittivity, sec ⁻¹ min	ASTM D 4491	1.0	1.0
Apparent opening size, inches max average roll value	ASTM D 4751	0.023	0.012
Ultraviolet resistance, % min retained grab breaking load, 500 hr.	ASTM D 4355	70	70

Replace the table in the 1st paragraph of section 88-1.02H with:

01-20-12

Temporary Cover

Property	Test	Values	
		Woven	Nonwoven
Grab breaking load, lb, 1-inch grip min, in each direction	ASTM D 4632	200	200
Apparent elongation, percent min, in each direction	ASTM D 4632	15	50
Water flow rate, gal per minute/sq ft min and max average roll value	ASTM D 4491	4-10	80-120
Permittivity, sec ⁻¹ min	ASTM D 4491	0.05	1.0
Apparent opening size, inches max average roll value	ASTM D 4751	0.023	0.012
Ultraviolet resistance, % min retained grab breaking load, 500 hr.	ASTM D 4355	70	70

Background

The Sacramento City College Pedestrian/Bicycle Overcrossing Project (T15065700) proposes to construct a new bicycle/pedestrian bridge over the Union Pacific Railroad and Regional Transit Light Rail Tracks and will connect the Light Rail Transit (LRT) Station at Sacramento City College to the neighborhoods to the east. The new crossing will provide a safe and convenient route between the LRT station and the proposed Curtis Park Village residential/commercial development project as well as the existing Curtis Park neighborhood.

The Sacramento City College Pedestrian/Bicycle Bridge Foundation Project is Phase 1 of the Overcrossing Project. The project will install 13 foundation piles ahead of the full project in order to expend State Proposition 1B funding by June 30, 2013.

The project was advertised and bids were received on February 13, 2013. The bids are summarized below:

Contractor	Bid Amount	ESBD Participation (Goal 20 %)
Abide Builders	\$331,126.80	67.4%
RNR Construction	\$338,333.00	47.4%
C&C Construction	\$365,692.40	71.0%
RA Nimitz	\$384,900.00	53.9%
Bobo Construction	\$389,725.85	n/a

The Engineer's estimate was \$329,270.

It is recommended that the contract be awarded to the lowest responsive and responsible bidder, Abide Builders.

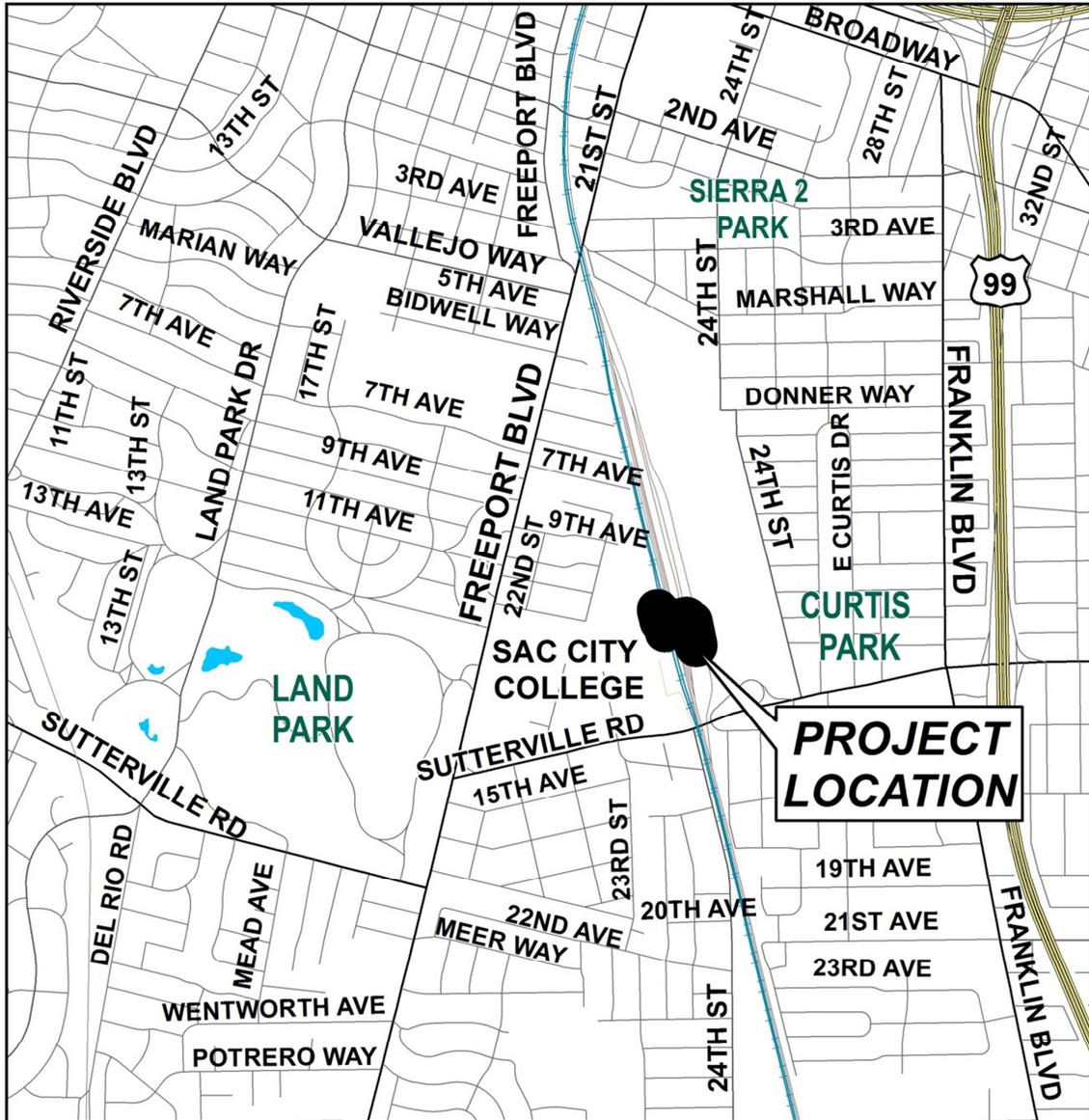
Construction is expected to begin in March 2013 and be completed in June 2013.

The full bridge will be advertised and constructed next year under a separate contract.

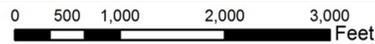


EXHIBIT A

Location Map for
Sacramento City College
Pedestrian/Bicycle Overcrossing Project
(T15065700)



Map Contact: S. Tobin, Map Date: NOV.2012



Public Works
CITY OF SACRAMENTO