Meeting Date: **9/30/2014**

Report Type: Review

Report ID: 2014-00672

City of SACRAMENTO **15**

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: (Agreement/Contract for Review and Information) Contract: R Street Improvements Project 16th Street to 18th Street (T15068301)

Location: District 4

Recommendation: Review a report 1) approving the Plans and Specifications for the R Street Improvements Project, 16th Street to 18th Street; 2) approving the appropriation of $2,700,000 (Fund 3703) to the Project; 3) authorizing the City Manager to execute a Memorandum of Understanding (MOU) with the Capitol Area Development Agency (CADA) in the amount of $770,000; 3) approving the appropriation of $918,507 (Fund 3702) to the Project; 4) approving the transfer of $102,581 (Fund 6230) to the Project; 5) awarding a construction contract with Teichert Construction for an amount not to exceed $2,970,888; 6) authorizing the City Manager to execute Supplemental Agreement No. 7 with Mark Thomas and Company for an amount not to exceed $46,633; 7) resetting the City Manager's authority to issue Supplemental Agreements for City Agreement No. 2008-0871; and 8) continue to October 7, 2014 for approval.

Contact: Zuhair Amawi, Associate Civil Engineer (916) 808-7620; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

1-Description/Analysis
2-Background
3-Resolution
4-Exhibit A (Location Map)
5-R St Improvement 16th to 18th St - MOU CADA
6-R St Improvement 16th to 18th St - Teichert
7-R St Market Plaza - Mark Thomas

City Attorney Review

Approved as to Form
Gerald Hicks
9/22/2014 11:50:47 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 9/15/2014 7:24:44 AM

James Sanchez, City Attorney Shirley Concolino, City Clerk Russell Fehr, City Treasurer
John F. Shirey, City Manager

Back to Report Table of Contents

Description/Analysis

Issue: The R Street Improvements Project from 16th Street to 18th Street was advertised and bids have been received. Teichert Construction is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with awarding the construction contract. Approval of a Memorandum of Understanding (MOU) with the Capitol Area Development Authority (CADA) and the appropriation and transfer of funds will allow the project to proceed with construction.

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 private automobile, and enhancing livability and economic vitality. The proposed City Council action is consistent with the City's policy which requires all agreements and transfers of funds over $100,000 be approved by the City Council.

Economic Impacts: This new infrastructure is expected to create 11.88 total jobs (6.83 direct jobs and 5.05 jobs through indirect and induced actives) and create $1,834,330 in total economic output ($1,156,192 of direct output and another $6,78,138 of output through indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify 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): On July 13, 2010, the City Council approved a Mitigated Negative Declaration and adopted the Mitigation Reporting Plan for the R Street Improvements Project from 16th Street to 18th Street (Resolution 2010-406) pursuant to the requirements of the California Environmental Quality Act (CEQA). The action requested would implement the project as approved.

The project is federally funded. As a result, it is also subject to the National Environmental Policy Act (NEPA). On August 5, 2010, the State of California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA) issued a Categorical Exclusion for the project in compliance with NEPA.

The current action implements the project as approved and is ministerial in nature, is an on-going administrative activity for a previously-approved project and would not result in any new or more significant environmental impacts than

previously disclosed and mitigated. The Mitigation Monitoring Plan would apply to all work completed in connection with the project. No additional environmental review is required.

Sustainability Considerations: This project is consistent with Sustainability Master Plan goals to help improve health of residents by promoting walking and bicycling. This project will also reduce dependence on the private automobile and encourage the use of transit by supporting mixed use transit oriented in-fill development.

Other: None

Commission/Committee Action: None.

Rationale for Recommendation: The project was advertised and bids were received on August 20, 2014. Teichert Construction is the lowest responsive and responsible bidder.

The bids are summarized below:

Contractor	Bid Amount	DBE Participation Goal 9.1%	Good Faith Effort Met (Yes or No)
Teichert Construction	$2,970,887.50	9.2%	Yes
McGuire & Hester	$3,595,679.00	6.0%	Yes
Sierra Nevada Construction, Inc.	$3,797,007.00	0.0%	Yes
Martin General Engineering	$3,980,485.00	48.70%	No
C & C Construction	$3,989,378.00	5.4%	No

The Engineer's estimate was $2,927,000.

Construction is anticipated to begin in October 2014 and be completed in May 2015.

Approval of Supplemental Agreement No. 7 with Mark Thomas and Company for an amount not to exceed $46,633 is necessary to provide construction support during construction.

Financial Considerations: The estimated total project cost for the R Street Improvements Project from 16th Street to 18th Street (T15068300) is $4.7 million. To date, $1.1 million has been expended for environmental and design and staff anticipates an additional $3.6 million will be needed to complete the project. Appropriation of $2,700,000 (Fund 3703) in federal funds, $770,000 (Fund 3702) in CADA funds, and

transfer of $102,581 (Fund 6320) from the R Street Sewer Replacement Project (X14010078) will bring the unobligated balance to $3,599,824, which is sufficient to award the construction contract with Teichert Construction for an amount not to exceed $2,970,887.50, execute Supplemental Agreement No. 7 with Mark Thomas and Company in the amount of $46,633 and cover remaining construction engineering costs. Additional funding may be necessary to address the construction contingency. If needed, up to $50,000 (Fund 3702) in additional CADA funds will be provided by CADA and up to $30,000 (Fund 2001) will be appropriated from the Measure A Construction fund balance.

As of September 2, 2014, the unobligated balance in the R Street Sewer Replacement Project (X14010078) is $208,007, which is sufficient to complete the transfer in the amount of $102,581 (Fund 6320) to the R Street Improvements Project from 16th Street to 18th Street (T15068300) and cover the remaining project expenses.

There are no General Funds planned or allocated for this project.

Local Business Enterprise (LBE): This is a federally-funded project. Disadvantaged Business Enterprise (DBE) project participation requirements apply and LBE rules are held in abeyance. The DBE goal is 9.1%. Teichert Construction pledged 9.2% DBE participation on this project.

Back to Report Table of Contents

Attachment 1

Background

In 2006, the City of Sacramento, in collaboration with CADA, prepared the R Street Streetscape Master Plan. The Master Plan called for a variety of improvements on the R Street Corridor between 10th Street and 18th Street which would reinvent the corridor as a high density in-fill development opportunity site which would ultimately provide live/work opportunities and a thriving retail district.

The first phase of the project designed and constructed improvements on R Street between 10th Street and 13th Street.

The R Street Improvements from 16th to 18th Street Project is Phase II of the implementation of the R Street Streetscape Master Plan. On September 2, 2008, the City entered into agreements with Mark Thomas & Company, Inc. to provide engineering design and environmental services. The design of the project has been broken up into two phases due to funding constraints. The first phase completed the project preliminary engineering and the environmental documents which was approved by the City Council on July 13, 2010. The second phase consisted of the preparation of the final plans, specifications, and estimate (PS&E). The project entails reconstruction of the roadway wearing surface, new frontages which preserve and respect the historic character of the area, landscaping, on-street parking enhancements, maintaining and enhancing the sense of "shared space" between automobile and pedestrian traffic; and using materials, design elements and lighting fixtures that respect the historically industrial look and feel of the corridor.

The project was advertised and bids were received on August 20, 2014. Teichert Construction is the lowest responsive and responsible bidder.

The bids are summarized below:

Contractor	Bid Amount	DBE Participation Goal 9.1%	Good Faith Effort Met (Yes or No)
Teichert Construction	$2,970,887.50	9.2%	Yes
McGuire & Hester	$3,595,679.00	6.0%	Yes
Sierra Nevada Construction, Inc.	$3,797,007.00	0.0%	Yes
Martin General Engineering	$3,980,485.00	48.70%	No
C & C Construction	$3,989,378.00	5.4%	No

The Engineer's estimate was $2,927,000.

Construction is anticipated to begin in October 2014 and be completed in May 2015.

Supplemental Agreement No. 1 was executed on May 21, 2010, to extend the Contract period with Mark Thomas and Company for 60 days from June 30, 2010 to August 31, 2010, to allow for the completion of the Environmental Document.

Supplemental Agreement No. 2 with Mark Thomas and Company in the amount of $306,001 was executed on September 7, 2010, to perform additional work to bring the project from 30% design to final PS&E. The additional work included performing topographic surveys, potholing on R Street to identify potential conflicts with underground existing facilities, attending meetings with utility companies to discuss conflicts, conducting geotechnical analysis for pavement design, identifying right-of-way needs, incorporating environmental mitigation required in the approved environmental document in the design plans, attending monthly stakeholders and project development team meetings and preparing the final civil, electrical and landscaping design plans and the construction bid documents.

Supplemental Agreement No. 3 was executed on January 5, 2012 to extend the Contract period with Mark Thomas and Company to December 31, 2014 due to lack of construction funding at that time and to complete the final PS&E.

Supplemental Agreement No. 4 was executed on April 1, 2013 in the amount of $11,632 to accommodate a request by the Department of Utilities to upsize the combined system sewer line on R Street between 16th Street and 18th Street.

Supplemental Agreement No. 5 was executed on March 24, 2014 to re-allocate budget between tasks in the existing agreement with Mark Thomas and Company and to extend the period of the Agreement to December 31, 2015, to cover the construction period. The reallocation of budget between tasks did not have any fiscal impact on the existing budget.

Supplemental Agreement No. 6 was executed on June 26, 2014 to re-allocate budget between tasks in the existing agreement with Mark Thomas and Company. The reallocation of budget between tasks did not have any fiscal impact on the existing budget.

Back to Report Table of Contents

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVING PLANS AND SPECIFICATIONS, APPROPRIATING AND TRANSFERRING FUNDS, APPROVING THE SUPPLMENTAL AGREEMENT, AND AWARDING THE CONSTRUCTION CONTRACT FOR THE R STREET IMPROVEMENTS PROJECT FROM 16th STREET TO 18th STREET

BACKGROUND

A. In 2006 the City of Sacramento, in collaboration with CADA, prepared the R Street Streetscape Master Plan. The Master Plan called for a variety of improvements on the R Street Corridor between 10th Street and 18th Street which would re-invent the corridor as a high density in-fill development opportunity site which would ultimately provide live/work opportunities and a thriving retail district.

B. The R Street Improvements Project, 16th Street to 18th Street will implement Phase II of the R Street Streetscape Master Plan between 16th and 18th Street. The project entails reconstruction of the roadway wearing surface, new frontages which preserve and respect the historic character of the area, landscaping, on-street parking enhancements, maintaining and enhancing the sense of “shared space” between automobile and pedestrian traffic; and using materials, design elements and lighting fixtures that respect the historically industrial look and feel of the corridor.

C. On September 2, 2008, the City entered into agreements with Mark Thomas & Company, Inc. to provide engineering design and environmental. The design of the project has been broken up into two phases due to funding constraints. The first phase completed the project preliminary engineering and the environmental document which was approved by City Council on July 13, 2010. The second phase consisted of the preparation of the final PS&E.

D. The project was advertised and bids were received on August 20, 2014. Teichert Construction is the lowest responsive and responsible bidder.

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

Section 1. The Plans and Specifications for the R Street Improvement Project from 16th Street to 18th Street are approved.

Section 2. The FY14/15 Capital Improvement Program is amended by appropriating, Federal funds in the amount of $2,700,000 (Fund 3703), Capitol Area Development Authority funds in the amount of $770,000 (Fund 3702) and transferring Wastewater funds in the amount of $102,581 (Fund 6320) from the R Street Sewer Replacement Project 16th to 18th (X14010078) to the R Street Improvement Project from 16th Street to 18th Street.

Section 3. The City Manager is authorized to execute a contract with Teichert Construction for an amount not to exceed $2,970,887.50 for the R Street Improvements Project from 16th Street to 18th Street.

Section 4. The City Manager is authorized to execute a Memorandum of Understanding with the Capital Area Development Authority (CADA) for funding of the R Street Improvement Project from 16th Street to 18th Street.

Section 5. The City Manager is authorized to execute Supplemental Agreement No. 7 with Mark Thomas and Company in the amount not to exceed $46,633.

Section 6. The City Manager approval authority is reset for the agreement with Mark Thomas and Company.

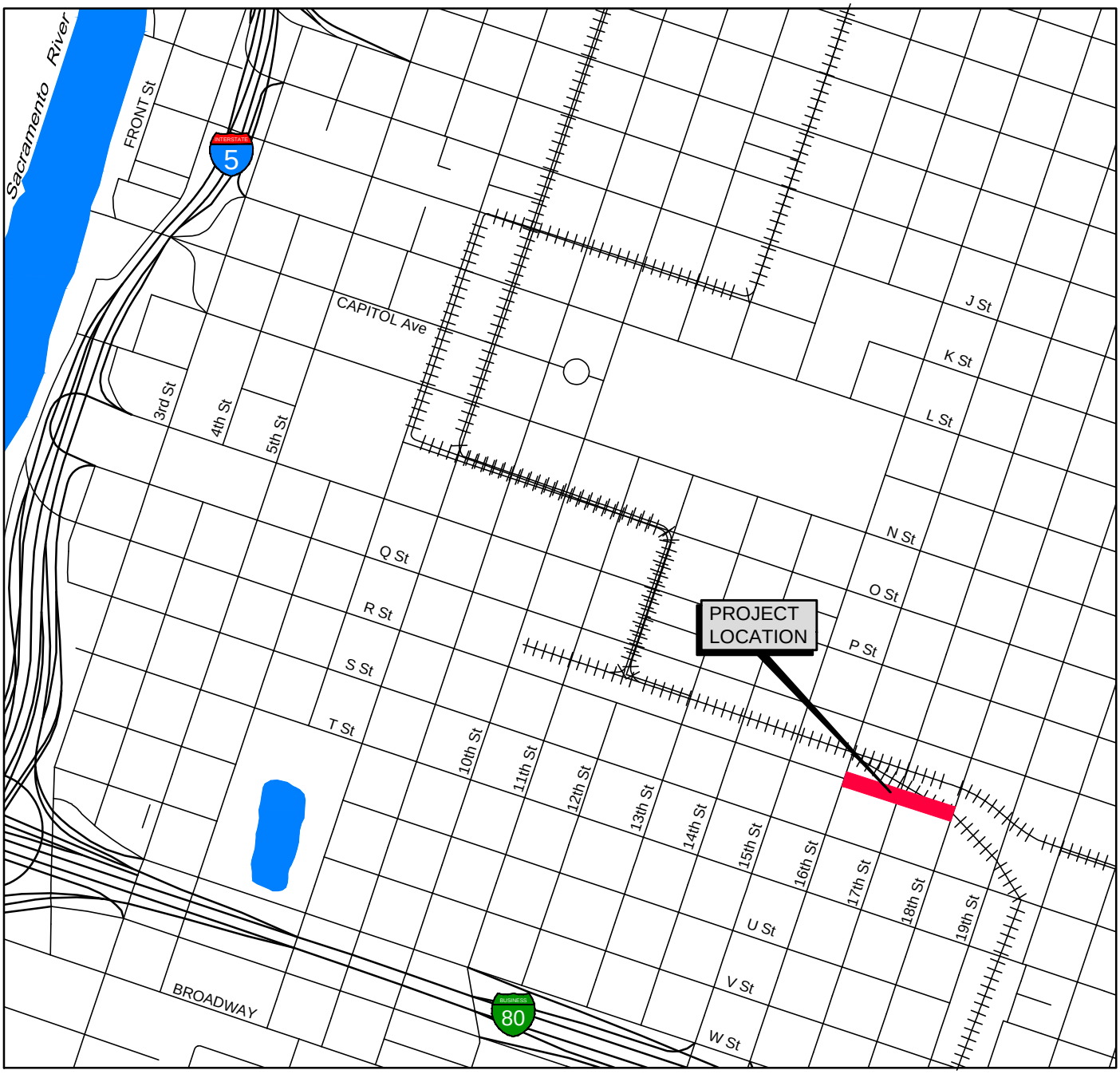
Section 7. Exhibit A is hereby incorporated into and is a part of this Resolution.

Back to Report Table of Contents

EXHIBIT A

Location Map For:

R Street Improvements
16th Street to 18th Street
(PN: T15068301)



City of SACRAMENTO
Department of Public Works

Date: August 13, 2014

Back to Report Table of Contents

MEMORANDUM OF UNDERSTANDING FOR THE 20013/2014 SACOG COMMUNITY DESIGN GRANT PROGRAM FUNDING OF THE R STREET PHASE II STREETSCAPE IMPROVEMENTS PROJECT.

This Agreement is entered into on this _____ day of _____ 2014 by and among the **CAPITOL AREA DEVELOPMENT AUTHORITY** hereinafter "CADA" and the **CITY OF SACRAMENTO,** hereinafter "CITY".

RECITALS

WHEREAS, SACOG is responsible for determining which agencies in the Sacramento County region will receive the funding for transportation projects under the Community Design Grant Program; and

WHEREAS, in order to determine who is to receive funding, SACOG requires eligible recipients to submit proposals to SACOG for consideration; and

WHEREAS, CADA and the City jointly submitted a proposal to SACOG hereinafter "SACOG Proposal" attached hereto as Exhibit B, to receive funding through the SACOG Community Design Grant Program; and

WHEREAS, in their SACOG Proposal the parties proposed to construct a streetscape improvement project on R Street between 16th and 18th Streets, hereinafter "R Street Phase II Streetscape Improvements Project" (hereinafter "Project") and more fully described in the Scope of Work set forth in Exhibit A attached hereto; and

WHEREAS, SACOG selected the parties' proposal to receive funding (hereinafter "Funds") to be used to complete the Project; and

WHEREAS, the CITY and CADA desire to work closely with one another and will coordinate efforts to ensure a quality design and construction of the Project; and

WHEREAS, this agreement between the CITY and CADA includes pages 1 through 7 and Exhibits A and B attached herein.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. <u>EFFECTIVE DATE</u>

The obligations set forth in this Agreement only become effective when both the City and the CADA have signed this Memorandum of Understanding.

2. CITY OBLIGATIONS

CITY will receive and administer the Funds earmarked for construction of the Project as described in Exhibit A. The total estimated cost for the construction of the Project is $3,470,000. SACOG has designated $2,700,000 in "Funds" to be applied towards completion of the Project.

As described in the SACOG Proposal, the CITY will take the lead in completing the Project. The CITY will manage the Project including bid, construction, and inspection of all related improvements. CITY is responsible for all billing, reporting, and accounting related tasks associated with the receipt of the Funds. The monthly reports will include consultant billing, City staff billing, updates to timelines, and any milestones achieved.

The City will include CADA in all Project construction meetings including; the selection of Project consultants and contractors, design changes to the Project, stakeholder outreach meetings, and construction meetings related to significant design decisions. The City will notify CADA of any construction or design change orders to the project. The City will review the project design with CADA to find any savings in the project cost without sacrificing the design goals of the project.

3. CADA OBLIGATIONS

As set forth in the SACOG Proposal, CADA will provide the CITY with a sum not to exceed $770,000, subject to approval of the CADA Capital Investment Program Budget in fiscal year 2014-15 by the CADA Board, which will be applied towards completion of the Project. The $770,000 contribution from CADA for matching funds ("CADA Funds") required by SACOG Community Design Grant Program and to fund non grant eligible project costs will be provided in the following manner: 1) $400,000 will be provided by October 15, 2014 before construction begins. 2) $270,000 will be provided when 50% of the construction has been completed as determined by the contractor. 3) The remaining $100,000 will be provided upon completion of the project. If at the conclusion of the project, there are CADA funds that remain unspent; those funds will be returned to CADA.

Before the second and final installment is sent, the City will provide a Project Progress Report that includes copies of all contractor invoices between installments, a summary of all staff costs, and an update on Project's Schedule and costs.

4. JOINT OBLIGATIONS

A. Additional Funding.

Nothing in this Agreement obligates CADA or the City to provide additional funding to cover any cost overruns or shortfalls in funding unless the CITY and CADA agree to a written amendment to this Agreement wherein CADA and or the City commits to provide additional funding. At key milestone points during the Project, CADA and the City will meet to reassess scope and budget. Parties agree that scope may need to be adjusted to meet based on available budget and anticipated costs.

B. Community Outreach

The CITY and CADA will endeavor to work together to jointly conduct public outreach before and during construction of the project to minimize construction impacts to existing businesses, property owners, and general community.

C. Development

The CITY and CADA will coordinate construction of streetscape and utility improvements with any residents, businesses, or property owners directly adjacent to Project in order to minimize any negative impact on stakeholders.

6. CONTRACT DOCUMENTS

Each and every term, condition and provision of the Exhibits is incorporated herein by reference as though set forth in full. Any conflict or discrepancy between any of the documents must be resolved in accordance with the order of precedence hereinafter enumerated:

FIRST: This Writing

SECOND: General Scope of Work – R Street Phase II Streetscape Improvements (Exhibit A)

THIRD: Work Schedule (Exhibit A)

FOURTH: SACOG Proposal (Exhibit B)

7. TIME

Providing that the "Funds" become available during Fiscal Year 2014/2015, The CITY will begin the formal construction by November 1, 2014 in accordance with the work schedule outlined in Exhibit A that is attached hereto and incorporated herein by this reference.

8. OPPORTUNITY TO CURE

Either party may terminate this Agreement immediately following written notice if the other party is in default as to any of its material obligations hereunder, provided that: (a) the defaulting party has received a written notice containing a reasonably complete description of the default; and (b) the defaulting party has failed to cure the default within 30 calendar days after receiving such notice; provided that if such failure is capable of cure but cannot be cured during such 30-day period, no event of default may occur so long as the defaulting party is diligently attempting to cure and does so within such additional period of time as is approved in writing by the non-defaulting party. In the event of termination by the City or CADA, the $770,000 in unspent matching funds will be returned to CADA.

9. TERMINATION FOR CONVENIENCE

Each party to this Agreement may terminate this Agreement for its convenience in whole or in part at any time upon 30 days advance written notice to the other parties specifying the effective date of termination. In the event of termination by the City or CADA, the $770,000 in unspent matching funds will be returned to CADA.

10. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement will be valid unless made in writing and signed by the authorized parties thereof.

11. THIRD PARTIES

Each party will be solely liable to third parties with whom it enters into contracts to effectuate this Agreement and shall (i) pay directly the third party for all amounts owed, and (ii) indemnify and hold harmless the other party from any amounts owed to that third party. Nothing set forth in this Agreement will establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.

12. WORKERS COMPENSATION

None of the parties to this Agreement will be responsible for providing payments or benefits to the other parties' employees, including without limitation, workers compensation insurance or any other protective insurance coverage that is based upon the relationship of employer and employee.

13. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement is intended to or will be construed to create any contractual or other relationship, whether expressed or implied, joint venture, partnership, principal-agent, independent contractor, or master-servant.

14. NOTICES

All notices and other communications under this Agreement must be in writing and will be deemed to have been given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by telecopy or e-mail directed to the party to whom notice is to be given at the telecopy number or e-mail address listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications will be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other parties in accordance with the procedures set forth in this Article.

CITY: City of Sacramento
Lucinda Willcox, Program Manager
915 I Street, Room 2000
Sacramento, CA 95814
Phone: (916) 808-5052
Fax: (916) 808-8281
Email: lwillcox@cityofsacramento.org

CADA: Capitol Area Development Authority
Attn: Todd Leon, R Street Development Manager
1522 14th Street
Sacramento, CA 95814-5958
Phone: (916) 323-1272
Fax: (916) 441-1804
Email: tleon@cadanet.org

15. GOVERNING LAW

The laws of the State of California, the state in which the Agreement is signed, will govern the interpretation and enforcement of this Agreement. The parties will submit any disputes arising under this Agreement to a court of competent jurisdiction located in Sacramento, California.

16. SEVERABILITY

If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Agreement will remain in effect.

17. AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity will be presumed to be construed against either party.

18. SURVIVAL

The parties agree that their respective rights, duties, and obligations under any provision of this Agreement which by its terms imposes an obligation on the CITY or CADA that is continuing in nature will survive the expiration, cancellation or termination of this Agreement to the extent that such obligation remains unperformed as of the expiration or termination of this Agreement.

19. INTEGRATION

This Agreement along with all attachments and exhibits attached hereto embodies the entire agreement between the parties with respect to the subject matter hereunder and no other understanding, whether verbal, written or otherwise, exists between the parties.

20. AUTHORITY

Each of the signatories to this Agreement represents that he/she is authorized to sign the Agreement on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Agreement.

The parties have entered into this Agreement as of the Effective Date set out above.

CAPITOL AREA DEVELOPMENT AUTHORITY

By: Wendy Saunders
Title: Executive Director

Approved as to Form for CADA:

By: CADA Legal Counsel

CITY OF SACRAMENTO

By: John Shirey
Title: City Manager

Approved as to Form for City:

By: City Attorney

EXHIBIT A

R Street Phase II Streetscape Improvements Project
Scope of Work & Schedule

Scope of Work

The Scope of work includes Design and Environmental Services related to the construction of a new streetscape located in the City's R Street Right-of-Way between 16th Street and 18th Streets. A Preliminary Design of the project indicates these items would be constructed as part of the Project.

1. Reconstruction of the entire R Street roadway from 16th Street to 18th Street.
2. New crosswalks and pedestrian oriented intersections at 16th, 17th, and 18th Streets.
3. Use of concrete roadway that preserves the R Street industrial aesthetic.
4. Addition of a 22 to 33 foot pedestrian sidewalk/plaza on the south side of the street.
5. Addition of an 8 foot sidewalk on the north side of the street.
6. Addition of new shade trees and decorative tree grates.
7. Use of the former railroad tracks, which will be exposed and used as a design aesthetic down the street (a design feature continued from Phase I).
8. Installation of new drainage system (parts of the street never had drainage).
9. Installation of decorative, pedestrian oriented street lighting.
10. Preservation of historic elements (existing rail lines, cobble at the 17th & R Intersections).
11. Installation of streetscape amenities such as benches, bicycle racks, and signage.
12. Vehicular lanes shifted to the north to increase the pedestrian travel and parking on the south side of the street.
13. Installation of new water lines and upgrade of existing storm water drainage pipes (not part of grant request).

Budget

1. The total construction budget for this project is $3,470,000

EXHIBIT A
Continued

Schedule

Exhibit A

Construction Schedule

- Construction Contract Award: October 7, 2014:
- Notice to Proceed: October 8, 2014
- Submittal Review and Approval: October 8 2014 to October 30, 2014
- Underground Utility Improvements: November 2014 to February 2015
- Roadway Improvements: January 2015 to June 2015.
- Construction closeout: June 2015 to August 2015.

DEPARTMENT OF
PUBLIC WORKS

OFFICE OF THE DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET
ROOM 2000
SACRAMENTO, CA
95814-2604
PH 916-808-7100
FAX 916-808-5573

August 9, 2013

Greg Chew
Community Design Program Manager
Sacramento Area Association of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

Subject: **CITY OF SACRAMENTO R STREET CORRIDOR PHASE II STREETSCAPE IMPROVEMENTS, 16TH TO 18TH STREETS**

Dear Mr. Chew:

I am pleased to submit the City of Sacramento's application for the Sacramento Area Council of Government's (SACOG's) 2013 Community Design Funding Program for the R Street Corridor Phase II Streetscape Improvements. By the City Manager's designation, I am acknowledging that this application is officially authorized by the jurisdiction.

The R Street Phase II Project would provide for construction of improvements for the urban infill corridor from 16th to 18th Streets. SACOG funded the environmental and design phases of the project in a previous Community Design round, and we look forward to continuing to partner with SACOG in constructing these important community improvements.

The City of Sacramento acknowledges and accepts the conditions under which SACOG will award Community Design Grants as outlined below.

Understanding Terms of Award Statement

Upon receiving funding through the SACOG Community Design Program for the application in this packet, I, as the authorized signatory for the City of Sacramento understand the following:

- The funding for the awarded project is for federal aid projects and the jurisdiction that I represent accepts the responsibility of undertaking federal aid funding.

- The staff person who is knowledgeable of federal aid requirements has reviewed the contents in this application and will be assigned as the lead person overseeing federal aid requirements throughout the delivery of this project. The jurisdiction acknowledges that if it does not have a qualified staff person or consultant to manage federal transportation

if it does not have a qualified staff person or consultant to manage federal transportation funds, SACOG withholds the right to retract committed funding for this project.

- Delivery of the project as conveyed in the application in terms of scope, timeline and deliverables will be used to evaluate the success of this project. If the project is not delivered or completed with three years of receiving authorization by the funding source, this jurisdiction acknowledges that it may be penalized in future funding cycles of SACOG's four regional funding programs, and in particular the Community Design Program. This will likely mean this project will be de-programmed of any its unused grant funding, plus this jurisdiction will be prohibited from applying the next round of funding in this program.

- All awarded projects, regardless of funding source, are required to submit to the SACOG Community Design Program Manager a quarterly update on the status of the project. The responsibility of submitting the 1 or 2 paragraph email to SACOG lies solely with the award recipient. Failure to do so may result in penalties to this jurisdiction in future funding cycles of SACOG's four regional funding programs, and in particular the Community Design Program. If the awarded jurisdiction's project manager changes during the course of the project, it is the responsibility of the jurisdiction to convey this Terms of Award Statement to the new project manager.

Lucinda Willcox, our Grants Program Manager, will be the lead contact person for this grant. She is the Department's liaison to SACOG and Caltrans for federal funding, has attended all of the federal aid training courses offered by Caltrans, and overseen funding and compliance for numerous federal projects. Lucinda believes that she is qualified to manage federal aid funds and has reviewed all of the contents in the application. To the best of her knowledge this project is federal aid eligible.

We believe this project would advance the Blueprint principles and appreciate your consideration of programming funding for this project.

Sincerely,

Jerry Way
Director of Public Works

Sincerely,

Lucinda Willcox
Program Manager

Enclosures

Project Summary Table #1

City of Sacramento
Community Design Application – R Street Phase II
Project Summary
Table 1

Project Title	**R Street Phase II Streetscape Improvements**	
Sponsoring Agency	City of Sacramento	
Lead Person and Contact information	Lucinda Willcox – Grant Manager 915 I Street, Room 2000 Sacramento, CA 95814 916-808-5052 lwillcox@cityofsacramento.org	Zuhair Amawi – Project Manager 915 I Street, Room 2000 Sacramento, CA 95814 916-7620 zamawi@cityofsacramento.org
Partner Organizations	Capitol Area Development Authority (CADA)	
Grant Category	Category #1 – Conventional Construction	
Community Design Funds Requested	$2,700,000	
Overall Committed Total Grant Project Costs	$ 1,840,000 Committed to total project cost including Local Match **Sources:** CADA – $1,290,000 SACOG Grant (2006) –$ 550,000	
Local Match and Other Funds	$800,000 **Sources:** CADA - $800,000	
Estimated Construction Cost	$3,500,000	
Minimum Amount to Conduct the Project	$3,450,000	
Project Description	R Street Market Pedestrian Walkway and Plaza will provide critical pedestrian safety and accessibility improvements for the City of Sacramento's R Street Corridor and 16th Street Light Rail Station area. The proposed project will reconstruct a two block street segment of R Street, between 16th and 18th streets, in order to provide Capitol Area Neighborhood residents and transit users a pedestrian link to current and future mixed use developments on R Street, including the existing R Street Market (Safeway). Additionally, the planned pedestrian plaza will provide a vibrant, multi-use public open space for the neighborhood and beyond. Grant funds will be utilized for construction only. All environmental and design work have been completed. The project is ready for construction.	

Narrative

Project Description

& Exhibits

R Street Phase II Streetscape Improvement Project
Narrative Project Description

INTRODUCTION

The City of Sacramento, in partnership with the Capitol Area Development Authority (CADA), is requesting $2,700,000 in Community Design Funds for the construction of the R Street Phase II Streetscape Improvements (Phase II Project). The Phase II Project is a complete reconstruction of a two blocks area of R Street between 16th and 18th Streets. The planned improvements will integrate the R Street Market with the 16th Street Light Rail Station and Capitol Park/R Street Neighborhoods while removing a major barrier to development for adjacent property owners in this portion of the R Street Corridor.

Figure 1 - Artist rendering of Phase II Project and related development

PROJECT DESCRIPTION

The requested Community Design Grant Funding will implement a second phase of streetscape infrastructure improvements in the City of Sacramento's R Street Corridor Special Planning District. The improvements will be similar to the Phase I improvements completed in January of 2012 between 10th and 13th Streets. A planned third and final phase of improvements that will link Phase I and Phase II is currently in the design process.

The Phase II project will provide critical pedestrian safety and accessibility improvements for the neighborhood while removing significant infill and TOD development barriers for adjacent properties. The project features include:

- Reconstruction of the entire R Street roadway from 16th Street to 18th Street.
- New crosswalks and pedestrian oriented intersections at 16th, 17th, and 18th Streets
- Use of concrete roadway that preserves the R Street industrial aesthetic
- Addition of a 22 to 33 foot pedestrian sidewalk/plaza on the south side of the street.
- Addition of an 8 foot sidewalk on the north side of the street
- Addition of new shade trees and decorative tree grates

R Street Phase II Streetscape Improvement Project
Narrative Project Description

- Use of the former railroad tracks, which will be exposed and used as a design aesthetic down the street (a design feature continued from Phase I).
- Installation of new drainage system (parts of the street never had drainage)
- Installation of decorative, pedestrian oriented street lighting
- Preservation of historic elements (existing rail lines, cobble at the 17th & R Intersections)
- Installation of streetscape amenities such as benches, bicycle racks, and signage
- Vehicular lanes shifted to the north to increase the pedestrian travel and parking on the south side of the street.
- Installation of new water lines and upgrade of existing storm water drainage pipes(not part of grant request)

A key design feature of this project is the expansion of the sidewalk or pedestrian area on the south side of R Street. The Phase II Project's pedestrian area increases the City's typical sidewalk and landscape area from 16 feet in width to an area 33 feet wide (**See Exhibit 1**). This unique urban design will allow greater use of the public realm by creating a plaza type open space on the street. It will allow for active uses on the street such as food vendors, street performers, or temporary art exhibits. In addition to the open areas in the design, trees, seating, and other placemaking features will be added to provide a stimulating, pleasing, and comfortable urban space.

Figure 2 - Streetscape Section Perspective

Note: Shade trees are an important element of this project. If landscaping cannot be federally-funded, the City will seek other sources of funding. Maintenance of the trees will be handled through funding from citywide landscaping & lighting district. Any additional landscape maintenance will be provided by CADA or the R Street Property and Business Improvement District.

PROJECT OUTCOMES

The Phase II project will provide critical improvements to the R Street Corridor to create a unique pedestrian experience, promote and encourage economic investment, and connect essential destinations in the community. If awarded, Community Design Grant funds will be used to help achieve the following:

- Creation of a safe, accessible pedestrian and bike pathway to the R Street Market (Safeway) from the Capitol Area Neighborhood and 16th Street Light Rail Station
- Removal of a key barrier to development and redevelopment on this portion of R Street
- Facilitation new urban development and encourage private investment within the Phase II project area and surrounding neighborhood
- Creation of a unique place that is designed to host street festivals and other community events
- Transformation of an existing blighted and unimproved section of R Street into a quality mixed-use, transit-oriented development.
- Continuation of the current development momentum in the R Street Corridor

R Street Phase II Streetscape Improvement Project
Narrative Project Description

USE OF GRANT FUNDS

The SACOG Grant Funds will fund the construction of the Phase II Project. Project design and environmental approval have been completed. The project's estimate construction cost is **$3,500,000**. The City and CADA are requesting **$2,700,000** from the Community Design Grant Program. CADA will be providing a local match of **$800,000**. In addition, $1,040,000 was spent on design and environmental clearance. Funding for the pre-construction costs was provided by CADA ($490,000) and a previous SACOG Community Design Grant ($550,000).

PROJECT LOCATION

The R Street Phase II Streetscape Improvement Project is located within the R Street Corridor Master Plan and Special Planning District of Sacramento's Central City Community. The project area begins at the intersection of 16th and R Streets and ends at the intersection of 18th and R Streets where both streets dead end into the back entrance of the R Street Market (Safeway). The project is a second phase of a three phase improvement project that will improve R Street's public realm from 10th to 18th Streets. **(See Exhibit 2)**

PROJECT BACKGROUND

The R Street Phase II Improvements Project implements a number of long range planning and redevelopment efforts for the R Street Corridor located in the Central City Community Area in the City of Sacramento. The City's 1996 R Street Corridor Master Plan guides the development of the area. The essential vision of the plan is to transform the historic 54 block railroad and industrial corridor into a thriving mixed-use, transit-oriented district.

The R Street Urban Design Plan (2006) and CADA R Street Area Implementation Plan (2008) encompass design guidelines and implementation strategies to construct the public realm improvements. The implementation plan is divided into four sections. Each section has specific recommendations but also includes unifying elements. The first phase of infrastructure improvements was completed in January of 2012 between 10th Street and 13th Streets **(See Exhibit 3)**. The R Street Phase II Project is the next step in the implementation plan. The last two implementation phases are now being combined into a final streetscape improvement project (R Street Phase III Improvements Project), which is now under design.

CURRENT CONDITIONS

The R Street Phase II Project area existing conditions pose a major obstacle to development of adjacent properties and to vehicles, bicyclists, and pedestrians wishing to utilize the street. R Street was developed and utilized as a railroad corridor until the late 1970's. Although railroad traffic and industrial uses in the area are now gone, large sections of R Street have never been improved and integrated into the surrounding residential and mixed use neighborhoods.

Figure 3 - Lookin East from 18th and R St.

The Phase II project currently has no sidewalks, little to no drainage, inadequate lighting, and poor roadway conditions. On R Street between 17th and 18th Streets, gravel and dirt make up most of the right of way except for a 20 foot strip of asphalt which bicyclists, pedestrians, and vehicles utilize **(See Fig. 3)**. During commute hours and at noon the area sees a significant amount of pedestrian and vehicle traffic that all modes of transit struggle to share.

The current condition of the project makes it especially problematic for people with disabilities. Since this project area is the most direct route between the R Street Market and the 16th Street Light Rail Station or Capitol Area Neighborhood, the poor conditions places an extra burden on those individuals to travel further on foot than necessary. The disabled must make a choice to travel an extra 3 to 4 blocks or traverse this section of R Street to reach the market (**See Exhibit 5**).

The properties adjacent to the project area are in various states of disrepair and blight but hold some the best potential for reuse and development on the corridor. The current state of the R Street infrastructure however prevents that redevelopment occurring. If an adjacent property were to redevelop that project would be required by the City to build the entire right-of-way for the block. It would be infeasible for an infill mixed-use development project to improve both sides of the street.

CATALYST FOR INVESTMENT

Investing and improving R Street's public realm is the key element toward motivating and attracting private investment in the corridor. The Phase II Project is an essential catalyst for the transformation of R Street into a mixed-use, transit-oriented development corridor as envisioned in the R Street Corridor Master Plan. See **Exhibit 3** for past, current and future investment around the project. Once the improvements are completed, the streetscape will no longer pose a barrier to development. The new public realm will attract and motivate private investment. The descriptions below provide the current status of the adjacent and nearby properties in the area.

Crystal Ice Cold Storage Blocks - One of the most iconic buildings on R Street is the former Crystal Ice Cold Storage Plant. The facility takes up two half-blocks and stretches across the entire southern boundary of the project area. Fulcrum properties, owned by Mark Friedman, purchased the property in 2005. Project development has been hampered by the complexity of the historic buildings, the Great Recession and cost of construction, including the off-site infrastructure costs. Now that the economy has recovered, Fulcrum is now working on a new program to redevelop the site within the next 2 years. The site has the potential for 100 new units and 50,000 square feet of retail/commercial.

Orchard Supply - The Orchard Supply half block located at the Northeast corner of 17th and R Streets is a former pesticide store and junkyard. It has been vacant for the past 20 years. The site has been remediated for ground water contamination and has been cleared for commercial use. Trong Nyugen, a Sacramento entrepreneur, owns a ground lease on the property and intends to redevelopment the site but is awaiting for the streetscape improvements to move forward. The site has an existing 18,000 square foot brick warehouse building.

JB Management Block - This half block site is located at the northeast corner of 16th and R Streets is owned by JB Management, Inc. The property has been vacant for the past 25 years. The property owners were planning a mid-rise office building but have recently been investigating the feasibility of a residential mixed-use building. The site is zoned commercial but housing is also allowed. The property has the potential for 60 to 80 housing units and 20,000 feet of retail/commercial

Alta Plating - The former "Alta Plating" site is located a half block south of the project site and on the other side of the eastern Crystal Ice properties. The potential of this half block vacant site along S Street is tied to the success of the R Street to the north. Although, the Alta Plating property has an un-remediated toxic problem, the location and size of the site has the potential for a significant development project. The site is designated residential mixed-use and has the potential for 100 housing units and 20,000 square feet of retail commercial.

R Street Phase II Streetscape Improvement Project
Narrative Project Description

PROMOTING BLUEPRINT PRINCIPLES
The proposed project promotes the Blueprint Project Principles in the following ways:

Transportation Choices - The project will improve pedestrian and bicycle connections between existing and future mixed use R Street Corridor developments and the 16th Street Light Transit Station and Capitol Area Neighborhood.

Housing Diversity –The Phase II Project is an essential improvement that will remove a development barrier and allow housing projects to become feasible.

Compact Development – The R Street Corridor is a designated high density corridor in the City of Sacramento General Plan. Residential development within the R Street Corridor must have a minimum of 15 dwelling units per acre with a maximum of 100 DU/AC in the project area.

Mixed Land Uses - Mixed use development is a primary goal of the R Street Corridor Master Plan which is implemented through the City's Special Planning District zoning.

Use of Existing Assets – The project utilizes the existing roadway and the historic fiber of R Street to create a safe and interesting place. The project's wider pedestrian area on the southern portion of the street will utilize the public right of way to create an attractive plaza for the community to enjoy.

Natural Resource Protection – As a project that promotes infill development, Phase II will help ease development pressure in greenfield areas outside the urban cores. The project allows easier and safer transportation choices for people who choose to live within more urban areas

Quality Design – The proposed project is the implementation of the Capitol Area R Street Urban Design Plan. The plan emphasizes R Street's urban, industrial, and historic appeal and was developed through a very successful community process.

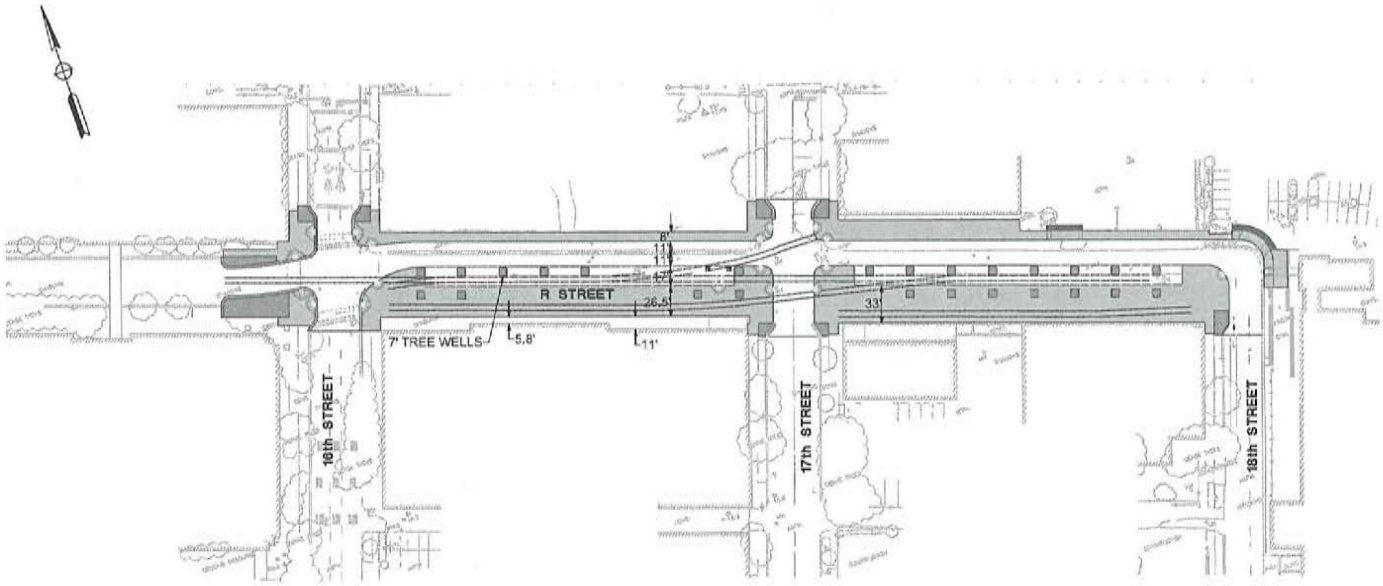
READINESS
The Phase II project has completed environmental documentation, construction plans, and bid documents. The project is within the City ROW; the City has identified all utility agreements and temporary construction easements that may be required. The City can execute the agreements as soon as funding is committed and a construction schedule is established. The project is ready to bid as soon as SACOG and CalTrans authorize the use of federal funds.

Based on the City's experience of constructing the R Street Phase I Streetscape project, it is preferable to begin this project near the end of the Sacramento rainy season. Considering this preference, the process of accessing federal funds, and the time need to bid the contract, the City anticipates beginning construction in March 2015. Construction will take approximately 6 to 8 months to complete.

PREVIOUS PERFORMANCE
In the past ten years, the City of Sacramento has demonstrated the ability to complete Community Design Projects in the R Street Corridor. The Phase II Project Design and Environmental approves were funded by a SACOG Community Design Project awarded in 2006. The City of Sacramento, consistent with SACOG guidelines, is now applying for construction. The following R Street Area projects received Community Design Grants and were completed within the project budget.

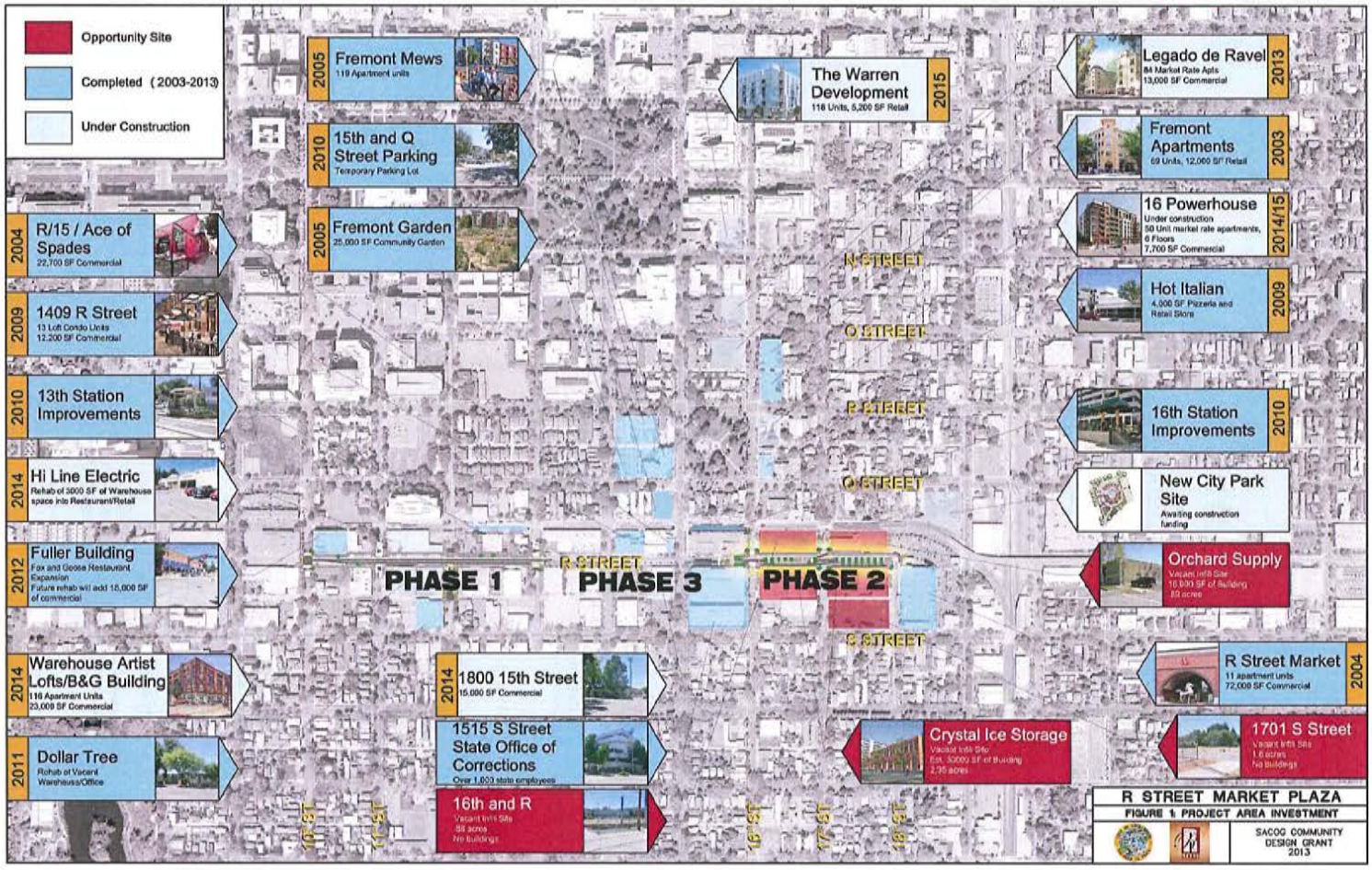
2004 - 13th and 16th St. Light Rail Stations - $1.6 Million (Completed: City 2009, RT June 2010)
2006 - R St. Phase II Streetscape Improvements Prelim. Design - $630,000 (Completed July 2010)
2008 - R St. Phase I Streetscape Improvements Construction – $4.6 Million (Completed Jan. 2012)

Exhibit 1



R STREET MARKET PLAZA
ORIGINAL OPTION
4/30/2012

Exhibit 2

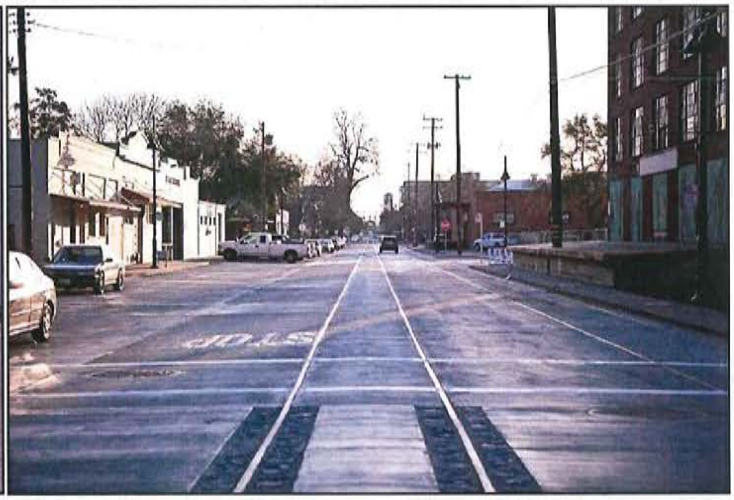

Opportunity Site
Completed (2003-2013)
Under Construction
2005 Fremont Mews
119 Apartment units
2010 15th and Q Street Parking
Temporary Parking Lot
2005 Fremont Garden
25,000 SF Community Garden
2004 R/15 / Ace of Spades
22,700 SF Commercial
2009 1409 R Street
13 Loft Condo Units
12,200 SF Commercial
2010 13th Station Improvements
2014 Hi Line Electric
Rehab of 3000 SF of Warehouse space into Restaurant/Retail
2012 Fuller Building
Fox and Geese Restaurant Expansion
Future rehab will add 18,000 SF of commercial
2014 Warehouse Artist Lofts/B&G Building
116 Apartment Units
23,000 SF Commercial
2011 Dollar Tree
Rehab of Vacant Warehouse/Office
The Warren Development
118 Units, 5,200 SF Retail
2015
Legado de Ravel
84 Market Rate Apts
13,000 SF Commercial
2013
Fremont Apartments
69 Units, 12,000 SF Retail
2003
16 Powerhouse
Under construction
50 Unit market rate apartments, 6 Floors
7,700 SF Commercial
2014/15
Hot Italian
4,000 SF Pizzeria and Retail Store
2009
16th Station Improvements
2010
New City Park Site
Awaiting construction funding
Orchard Supply
Vacant Infill Site
10,000 SF of Building
.80 acres
R Street Market
11 apartment units
72,000 SF Commercial
2004
1701 S Street
Vacant Infill Site
1.6 acres
No buildings
N STREET
O STREET
P STREET
Q STREET
R STREET
S STREET
PHASE 1
PHASE 3
PHASE 2
2014 1800 15th Street
15,000 SF Commercial
1515 S Street State Office of Corrections
Over 1,000 state employees
16th and R
Vacant Infill Site
.98 acres
No buildings
Crystal Ice Storage
Vacant Infill Site
Est. 50000 SF of Building
2.95 acres
14th ST
15th ST
16th ST
17th ST
18th ST
R STREET MARKET PLAZA
FIGURE 1: PROJECT AREA INVESTMENT
SACOG COMMUNITY DESIGN GRANT 2013

Phase I Improvements

Exhibit 3

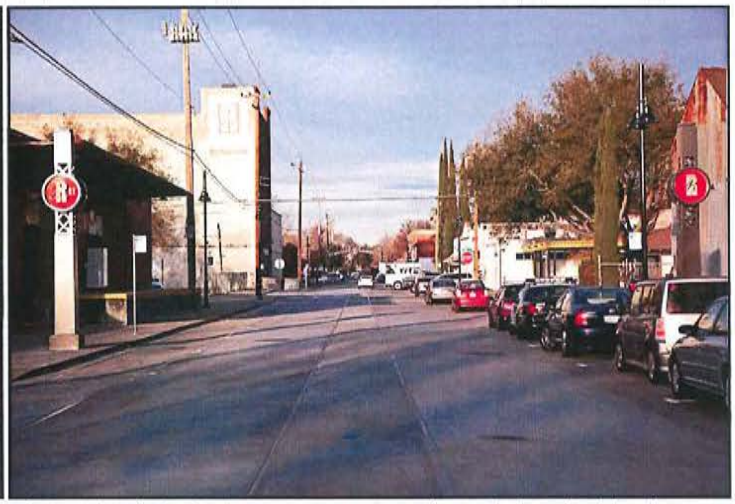
Historic District Signage at 10th and R Streets.

Before: 11th and R looking East. No on-street drainage, sidewalks, lighting , and minimal roadway build out.



After: 11th and R looking East. New concrete roadway, 4 inch curbs, sidewalks, industrial type pedestrian lighting, historic track alignment preservation with historic cobble encasement at intersections, street drainage.

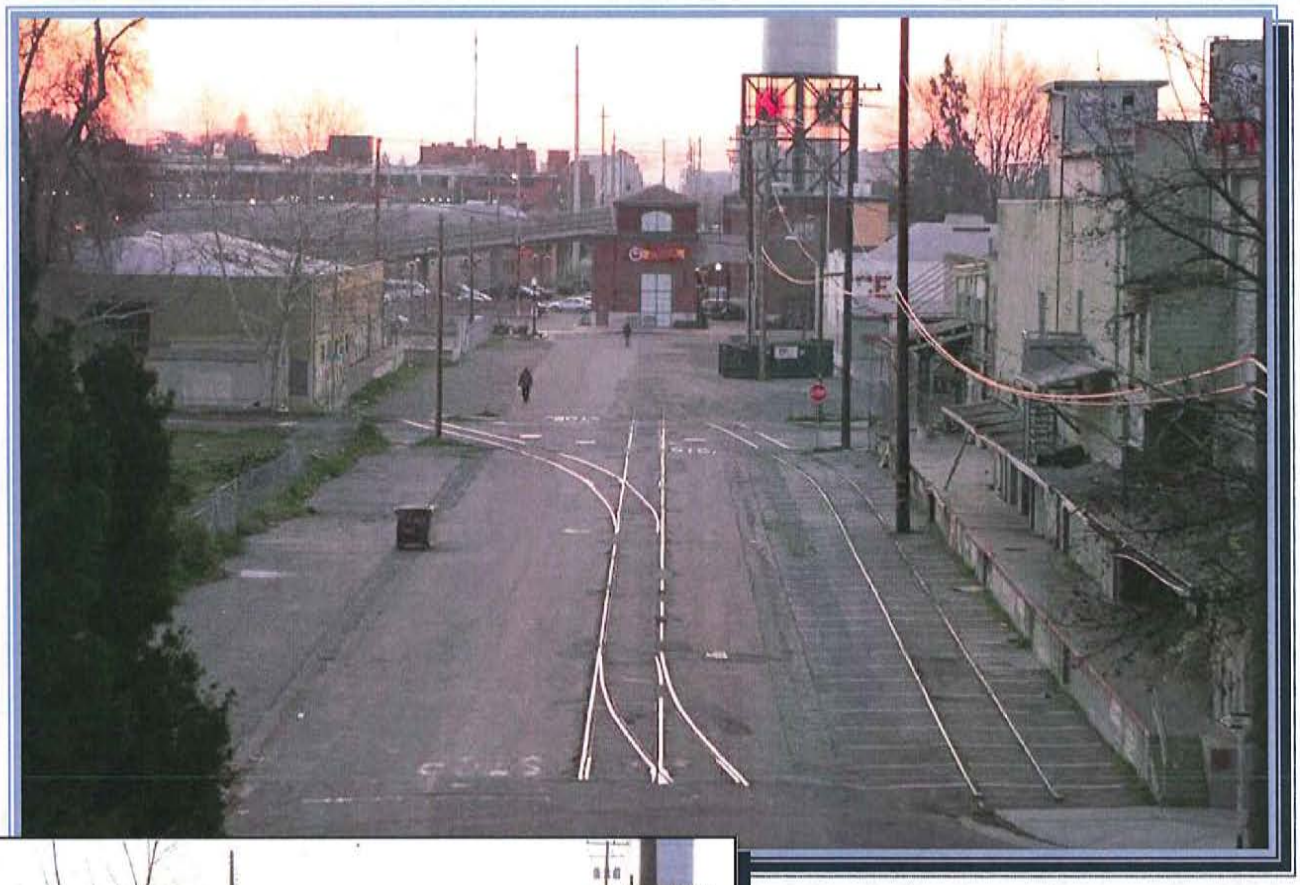
Before: 13th and R looking East. No on-street drainage, sidewalks, lighting , and minimal roadway build out. On-street parking is unimproved.



After: 13th and R looking East. New concrete roadway, 4-inch curbs, sidewalks, industrial type pedestrian lighting, historic track alignment preservation with historic cobble encasement at intersections, street drainage, district signage.

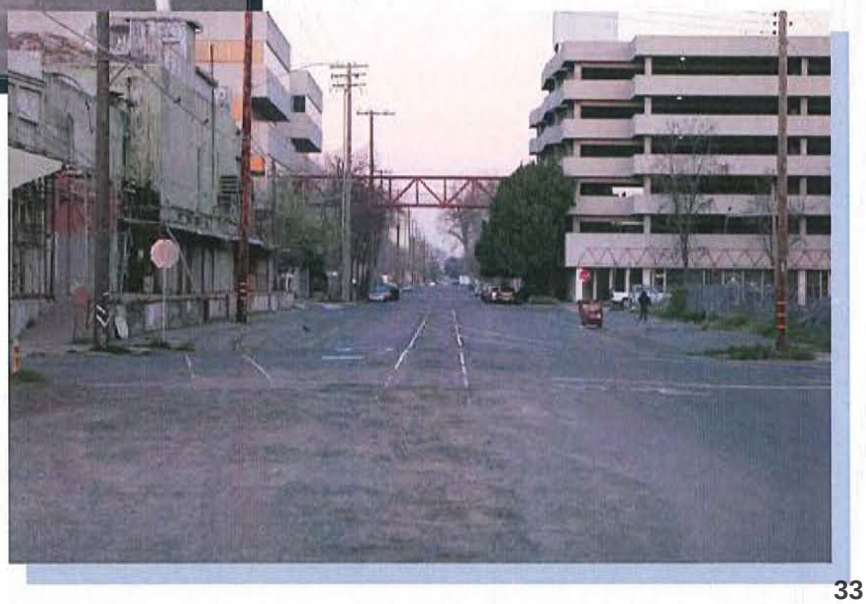
Exhibit 4

Existing Conditions



Above: Project area looking east from 16th Street to the R Street Market

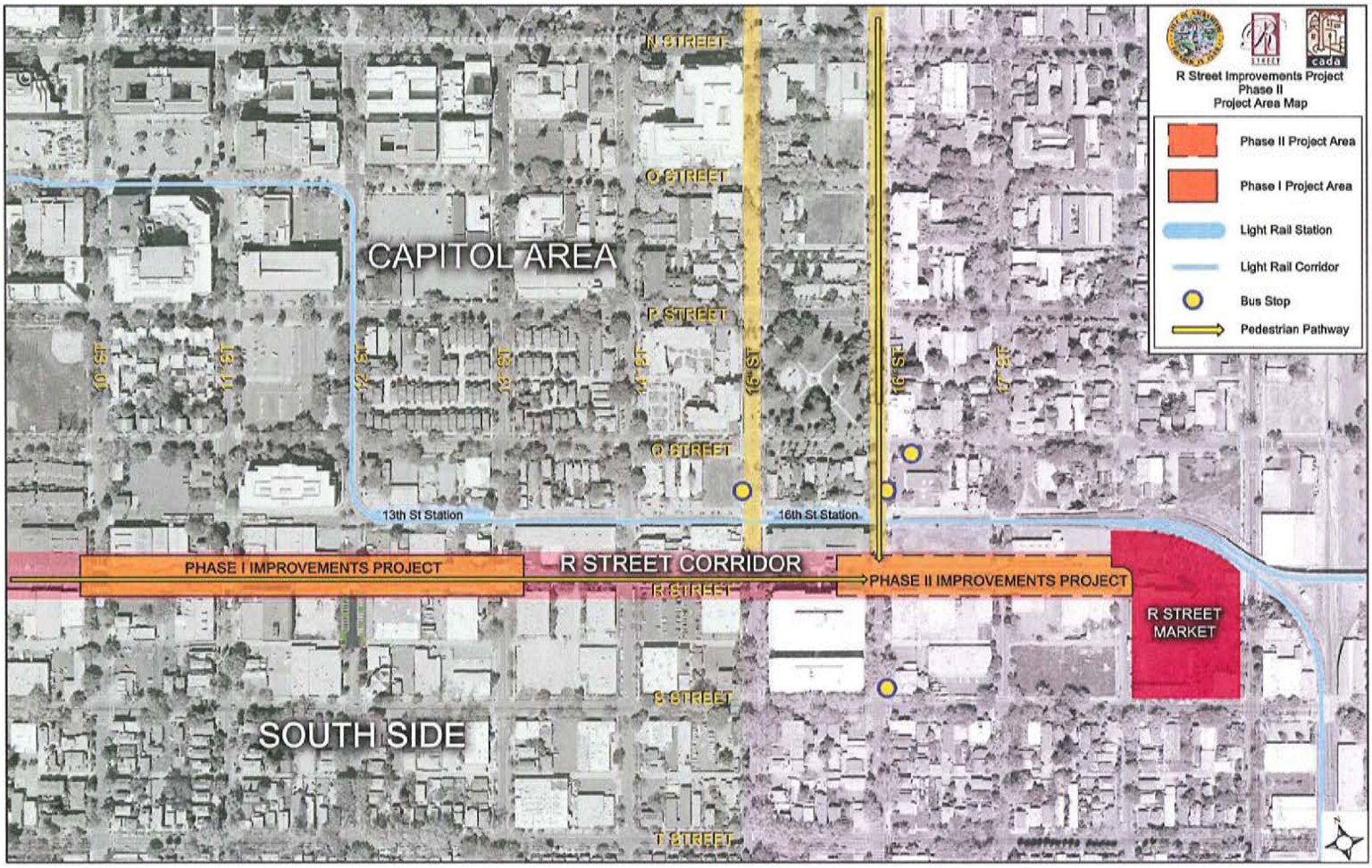
Left: Looking east from 17th Street. Existing abandoned rail tracks in roadway.



Right: Looking west from 17th Street.

Large parking garage in upper right of the picture. The 16th Street Light Rail Station is situated on the other side of garage. The large 8 story building to the upper left of the picture is the State Department of Corrections.

Exhibit 5


R Street Improvements Project
Phase II
Project Area Map
Phase II Project Area
Phase I Project Area
Light Rail Station
Light Rail Corridor
Bus Stop
Pedestrian Pathway
N STREET
O STREET
P STREET
Q STREET
R STREET
S STREET
T STREET
CAPITOL AREA
SOUTH SIDE
10 ST
11 ST
12 ST
13 ST
14 ST
15 ST
16 ST
17 ST
13th St Station
16th St Station
PHASE I IMPROVEMENTS PROJECT
R STREET CORRIDOR
PHASE II IMPROVEMENTS PROJECT
R STREET MARKET

Project Timeline

R Street Phase II Streetscape Improvement Project
Project Timeline

Project Phase	2013				2014				2015				2016			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Construction Drawings - Design Complete																
Apply/Receive for SACOG Design Grant																
Receive Federal Authorization																
Construction Bidding																
Project Construction																

Project Budget

Table #2

R Street Phase II Streetscape Improvement Project
Project Budget Table #2

Project Name: R Street Phase II Streetscape Improvements **SACOG ID (if available)** SAC24472

	Phase	Cost Estimate	Amount Requested	Month/Year Funding Requested	For SACOG Use Only	For SACOG Use Only
Non-Capital	Planning Studies					
	Non-capital Staff Activities					
	Non-capital Materials (maps, brochures, racks, printing, etc.)					
	Miscellaneous					
Capital	Feasibility Studies					
	Environmental					
	Engineering					
	Right of Way					
	Construction and Construction Management	**$3,500,000**	**$2,700,000**	**January 2015**		
	Total	**$3,500,000**	**$2,700,000**	**January 2015**		

Pre-Submittal Letter

& Response

DEPARTMENT OF
PUBLIC WORKS

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET
ROOM 2000
SACRAMENTO, CA
95814-2604

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

July 29, 2013

Greg Chew
Community Design Funding Program Manager
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

Subject: Pre-Submittal Letter for the Community Design Grant Program – Construction of R Street Phase II Streetscape Improvements, 16th to 18th Streets

Dear Mr. Chew:

On behalf of the City of Sacramento, we want to thank you for the opportunity to submit a pre-submittal letter for the Sacramento Area Council of Government's Sixth Round of Community Design Program Funding. The City of Sacramento is providing the requested information to receive approval to submit a Community Design Grant Application for the R Street Corridor Phase II Streetscape Improvements.

The City of Sacramento and the Capitol Area Development Authority (CADA) would like to submit a conventional Community Design Grant proposal to fund the construction of this second phase of R Street Streetscape Improvements. The project would fund construction of two blocks of R Street between 16th and 18th Streets (see attached map and designs).

Sponsoring Jurisdiction:	City of Sacramento
Name of Project:	R Street Phase II Streetscape Improvements 16th to 18th Streets - Construction
Project Category:	Category 1: Conventional
Total Cost of Project:	$3,500,000
Local Match:	$800,000 (Source: Capitol Area Development Authority Tax Increment Development funds)
Community Design Grant Requested:	$2,700,000

PROJECT OUTCOMES

The proposed project will provide critical pedestrian safety and accessibility improvements to the R Street Corridor located in the City of Sacramento's Central City Community. If awarded, Community Design grant funds will be used to help achieve the following:

- Create a safe, accessible pedestrian and bike link between the Capitol Area Neighborhood, 16th Street Light Rail Station, future mixed-use developments and the existing R Street Market (Safeway shopping center)
- Transform an existing blighted and unimproved section of R Street into a transit-oriented mixed-use streetscape
- Remove a key barrier to development and redevelopment on this portion of R Street
- Facilitate new urban development and encourage private investment within the Phase II project area and surrounding neighborhood
- Create a unique streetscape that can be used for street festivals and community events because of the plaza design and pedestrian-oriented design features
- Continue the current public investment and private development momentum in the R Street Corridor

PROJECT SCOPE OF WORK

The R Street Phase II Streetscape Improvements will reconstruct the street right-of-way into a safe, pedestrian-friendly and multi-use public right-of-way. Specifically, the project design will include the following features:

- Vehicular lanes shifted to the north to increase the pedestrian travel and parking on the south side of the street.
- A concrete roadway that keeps the R Street industrial aesthetic and addresses toxic soils related to the former rail use and land uses on R Street.
- Use of 4 inch curbs (as in Phase I) to create a sense of shared space between the pedestrian areas and vehicular areas thus slowing traffic on the street.
- New accessible pedestrian walkways
- New crosswalks and pedestrian oriented intersections at 16th, 17th, and 18th Streets
- New shade trees and decorative tree grates
- Use of the former railroad tracks, which will be exposed and used as a design aesthetic down the street (a design feature continued from Phase I).
- A new drainage system (parts of the street never had drainage)
- Installation of decorative, pedestrian oriented street lighting
- Preservation of historic elements (rail lines, cobble at the 17th and R Intersections)

- Installation of streetscape amenities such as benches, bicycles, and signage that will give the streetscape additional character, comfort, and image.
- Construction of new water lines for fire protection (not part of SACOG grant request)

Special attention will be made to create a relationship between the public right-of-way and the proposed and existing buildings on the southern properties. At the intersection of 17th and R Streets, attention will also be paid to create a focal point in the middle of the project area. At 18th and R Street, the project has been designed to create a sense of shared space or plaza area in order to accommodate possible street closures and community use of the street.

PROJECT STATUS AND SCHEDULE

Environmental Clearance:	The project has been approved by both the CEQA and NEPA environmental processes.
Project Design:	The project has completed 100% construction drawings.
Right of Way Acquisition:	No right of way acquisitions are needed for this project.
Schedule:	RFA Process – March to June 2014 Advertise & Award – August 2014 Construction – September 2014 to August 2015

This project previously received SACOG Community Design funding in 2006 for the project's environmental clearance and preliminary design. CADA funded the final construction drawings for the project. Phase 1 of the Project (R Street 10th to 13th Streets) completed construction in 2012.

ASSOCIATED DEVELOPMENT

All four properties fronting the project area are comprised of empty lots or vacant buildings. Each of the three property owners have expressed plans for future development projects. Preliminarily, the land uses planned by the property owners include residential mixed-used, office mixed-use, and commercial/retail that would be built at heights between two and eight stories.

Fulcrum Properties, owners of the southern parcels fronting R Street, have been in talks with several potential tenants over the past several years but due to the recent recession have not moved forward with any development plans. The Fulcrum parcels have residential requirements on the site. The City, with the assistance of SACOG and CADA were able to receive community support to increase residential densities as a part of the City's Zoning Code update. The

increased densities were approved by City Council last September, making the potential even greater.

The completion of the R Street Market in 2004, and the subsequent commercial investment that now surrounds it, has created a need to improve R Street between 16th and 18th Streets. The current connection between the Capitol Area/ Fremont Park Neighborhood and 16th Street Light Rail Station to the R Street Market site is unimproved and unsafe for pedestrians, bikes, and automobiles. R Street offers the quickest and most direct route to the grocery store and retail uses at the Market. The R Street Phase II Streetscape Improvement project would provide a key infrastructure piece to support the R Street Market and to help realize the transit-oriented development potential of the R Street Corridor and Capitol Area/Fremont Park Neighborhoods.

PROMOTION OF BLUEPRINT PRINCIPLES

The proposed project promotes the Blueprint Project Principles in the following ways:

- Implements the City's General Plan, R Street Corridor Master Plan and associated R Street Urban Design Plan which are based on Smart Growth, New Urbanism, and Blueprint ideals

- Creates a safe connection for pedestrians and bicyclists between the existing and future R Street Corridor mixed-use developments, the 16th Street Light Transit Station and the Capitol Area/Fremont Park Neighborhoods.

- Develops an urban public space which will encourage community activity and social interactions

- Encourages development of adjacent underutilized and vacant properties designated for urban residential, commercial, and mixed use projects

I am trained in managing federal aid eligible projects and have reviewed and approved the contents of this pre-submittal letter. If you have any questions, or would like to discuss this project in further detail, please find my contact information below:

Lucinda Willcox
Program Manager
City of Sacramento
915 I Street, Room 2000
Sacramento CA, 95814
(916) 808-5052
LWillcox@cityofsacramento.org

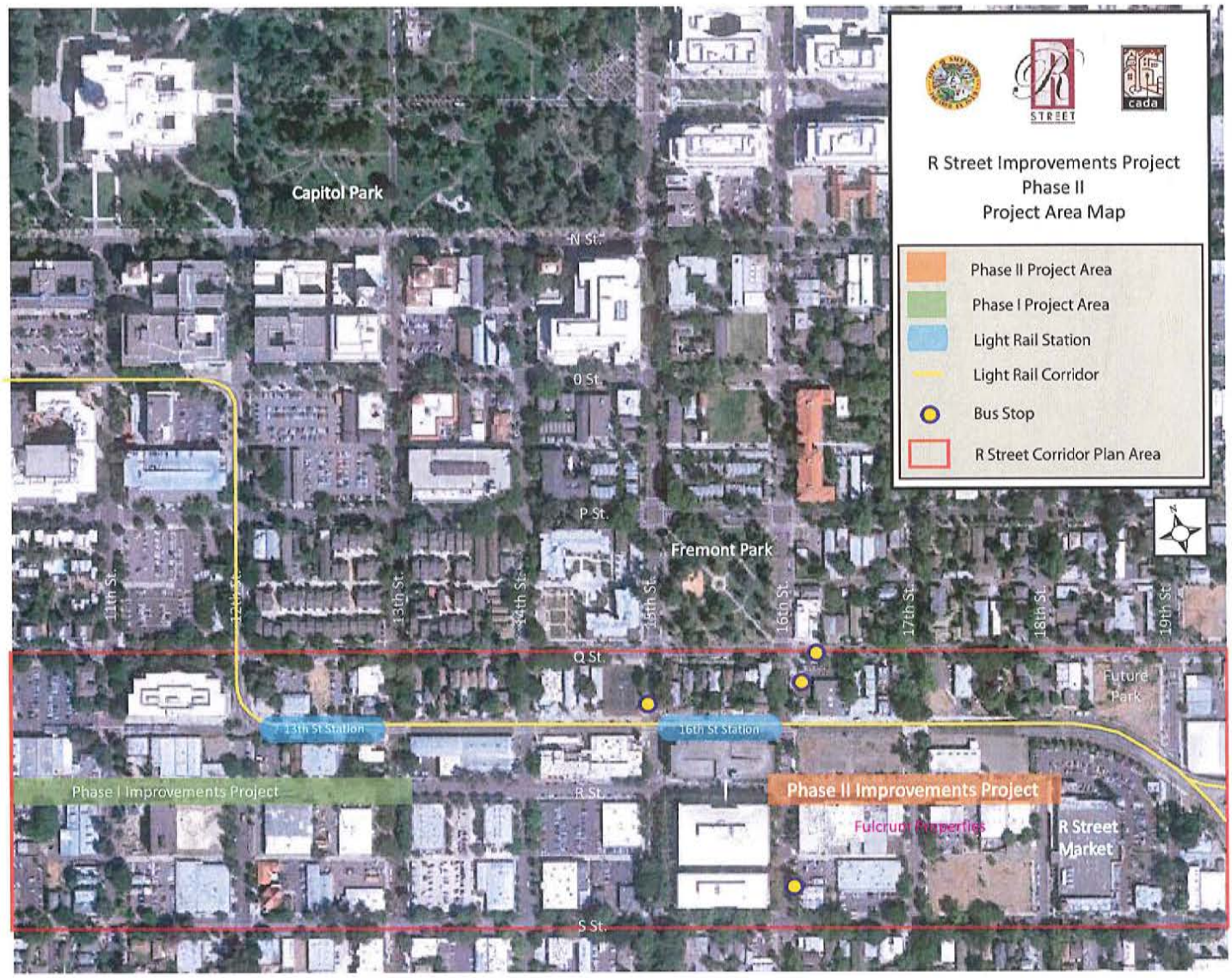
We look forward to working with you on this important and exciting project.

Sincerely,

Lucinda Willcox
Program Manager

c Nicholas Theocharides
Jesse Gothan
Todd Leon, CADA

Attachments


R Street Improvements Project
Phase II
Project Area Map
Phase II Project Area
Phase I Project Area
Light Rail Station
Light Rail Corridor
Bus Stop
R Street Corridor Plan Area
Capitol Park
N St.
O St.
P St.
Fremont Park
Q St.
R St.
S St.
11th St.
12th St.
13th St.
14th St.
15th St.
16th St.
17th St.
18th St.
19th St.
13th St Station
16th St Station
Phase I Improvements Project
Phase II Improvements Project
Fulcrum Properties
R Street Market
Future Park

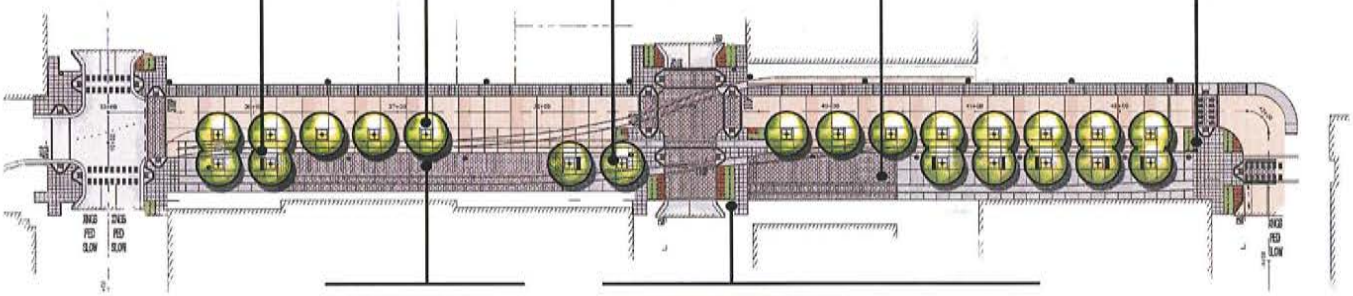
Forms + Surfaces
'Knight' hardwood bench with armrests
Frame color: 'Black'

Iron Age Design
7' square tree grate
Style: 'Interlaken'

Forms + Surfaces
'Olympia' Bike Rack
Color: 'Black'

Basalite
'Cityscape' 4"x8" pavers
Color: 'St. Helena'

Landscape Forms
'Chase Park' trash receptacle
Color: 'Black'



Zelkova serrata 'Schmidtlow' - Wireless Zelkova

Phormium 'Rainbow Red' - 'Rainbow Red' New Zealand Flax

Olea Europaea 'Little Ollie' - Dwarf Fruitless Olive Shrub

R Street Market Plaza

Sacramento, California

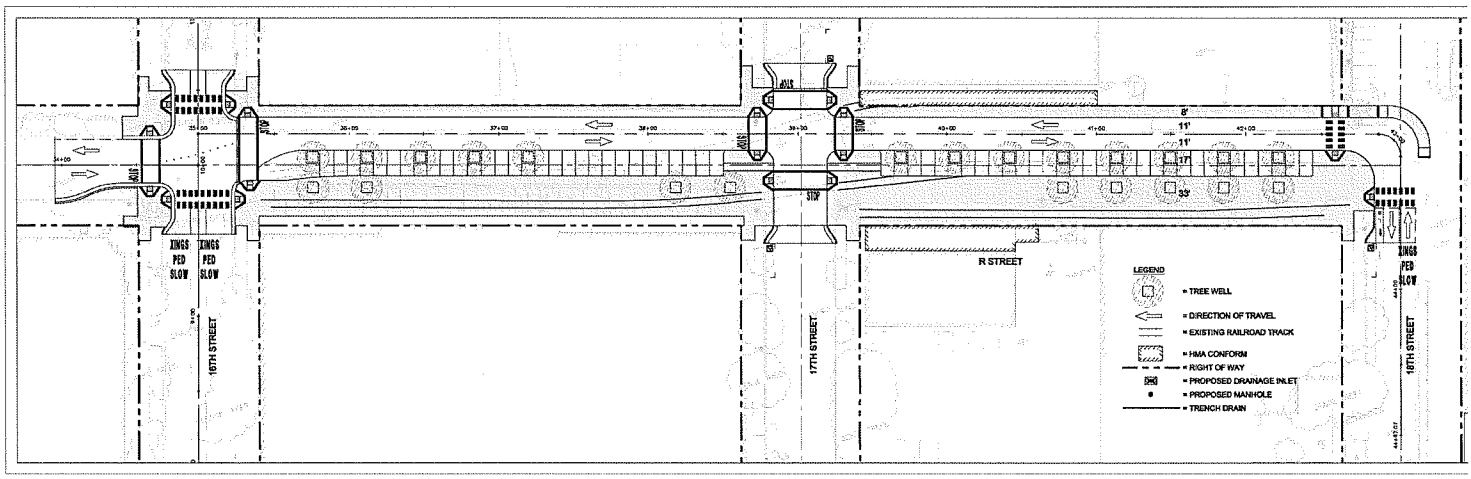
Landscape Plan

(Between 16th Street and 18th Street)

The HLA Group Landscape Architects & Planners, Inc.
1550 Twelfth Street, Suite 200 / Sacramento, California 95811
916.447.7400 / 916.447.6270 fax / www.hlagroup.com

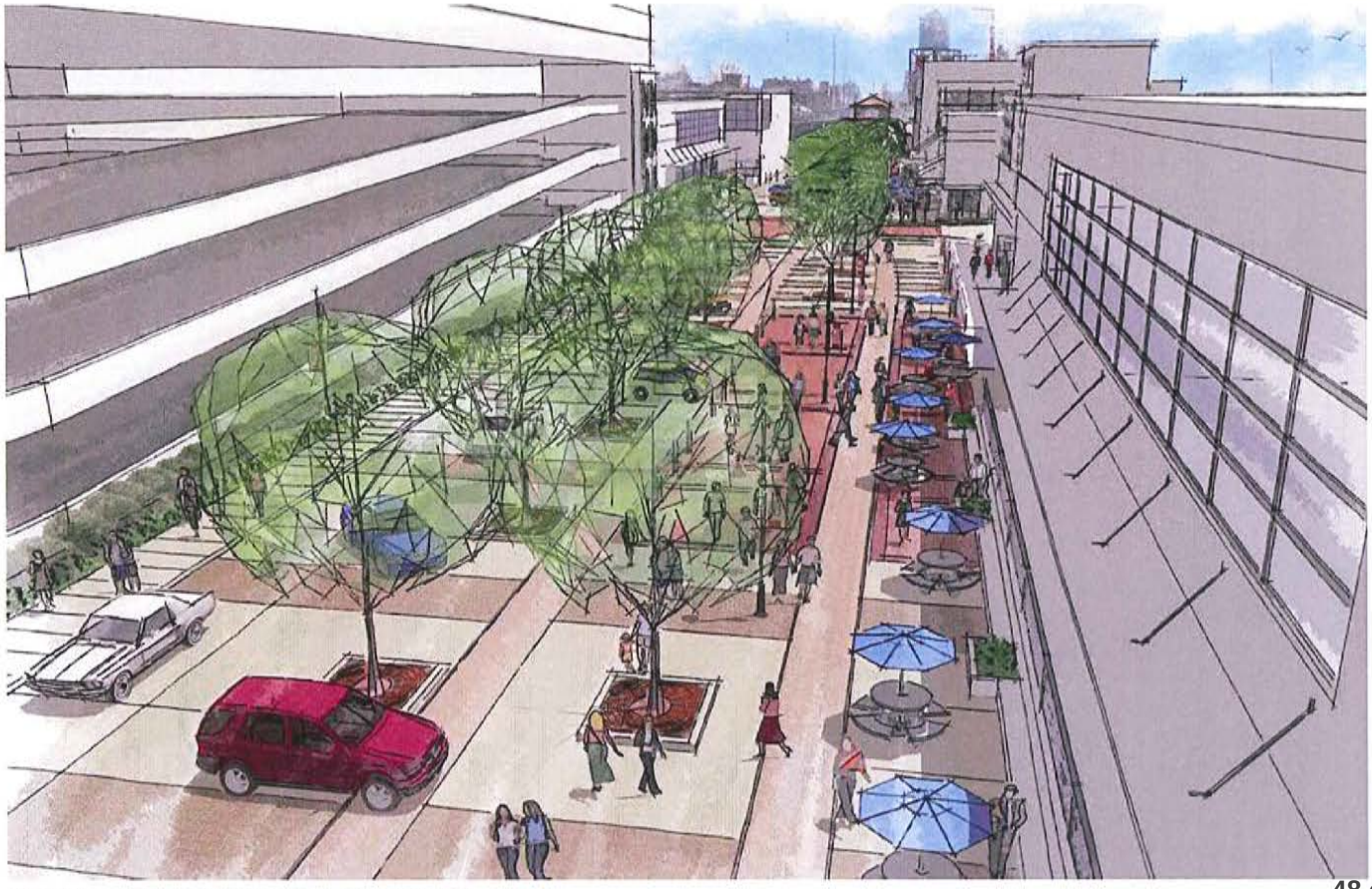
March 2011

R Street Phase II Streetscape Improvements
16th to 18th Streets
Site Plan



Perspectives of R Street Phase II Improvements

Above: Looking East from 17th and R Streets



Above: Looking east from 16th and R Streets

Sacramento Area
Council of
Governments

1415 L Street,
Suite 300
Sacramento, CA
95814

tel: 916.321.9000
fax: 916.321.9551
tdd: 916.321.9550
www.sacog.org

SACOG

August 5, 2013

Lucinda Willcox
Program Manager
City of Sacramento
915 I Street, Room 2000
Sacramento, CA 95814

Re: R Street Phase II Streetscape Improvements Project (16th to 18th Streets)

Dear Ms. Willcox:

Thanks for providing us with the city of Sacramento's pre-submittal letter for initial review for the R Street Phase II Streetscape Improvements Project (16th to 18th Streets) as a potential candidate for Category 1 of the Community Design Funding Program. The main purpose of the pre-submittal letter is for the SACOG/Caltrans Review Team to help determine if your potential project is eligible for federal-aid funding through the Community Design Funding Program. Secondarily, it provides SACOG Review Team (comprised of SACOG and Caltrans staff) the opportunity to provide feedback on how well the proposed project fits the objectives of the program and what information it will look for in the application.

The SACOG/Caltrans Review Team has completed a review of your project, and the following are its comments:

1. The Team understands that your project would construct two blocks of pedestrian safety and accessibility street improvements along R Street. These include shifted vehicular lanes, concrete roadway, 4 inch curbs, new accessible pedestrian walkways, new crosswalks and other improvements.

2. Because utilities are involved in the project, approval of right-of-way certification may delay your Request for Authorization unless it has already been cleared (if so, please state so in your application). In addition, new drainage system improvements may be considered non-participatory elements.

3. Landscape maintenance funding is extremely limited in most jurisdictions. Please address how your agency will have the funds available to maintain landscape improvements. Your project contains landscaping improvements that can be funded with RSTP or TAP. Given the issues noted in item #7 below about these funds, please address how your agency would respond to a situation where no federal funds are available for landscaping.

Auburn
Citrus Heights
Colfax
Davis
El Dorado County
Elk Grove
Folsom
Galt
Isleton
Lincoln
Live Oak
Loomis
Marysville
Placer County
Placerville
Rancho Cordova
Rocklin
Roseville
Sacramento
Sacramento County
Sutter County
West Sacramento
Wheatland
Winters
Woodland
Yolo County
Yuba City
Yuba County

4. The City and Regional Transit received a Community Design grant in Round 2 (2006) to increase bicycle and pedestrian connections on R Street between 16th and 18th Street to the Light Rail Station. In addition, two other grants were awarded through the program in the R Street corridor. Please be sure in your application discuss how all of these projects fit together, how this proposed project will help complete the prior efforts, and what challenges or changes the city has faced in the development of this corridor.

5. The Team believes that this project is fundamentally federal aid eligible. You may submit an application for this project. It will most likely qualify for CMAQ, RSTP or TAP funds. Please be aware that the funding source in the FY 2014/15 may not be available. This may mean a later programming year or somehow advancing the project.

The following notes are sent to all applicants:

6. If you choose to apply for Community Design Program funding and your project is recommended for funding by the Community Design Evaluation Committee (the first of two review committees), you will be contacted to schedule at least one week in advance for a working meeting with the SACOG/Caltrans Review Committee on Wednesday, September 11th. Prior to the meeting, SACOG will ask you to submit a draft of a scope of work, schedule and detailed cost estimate and submit it by September 10. We do not expect these documents to be complete, but enough of it so that we may discuss it during the working meeting on Sept 11. After the meeting, then we'll ask you to make revisions to those documents per the discussion in the interview. SACOG and your organization would need to agree upon the final version of those three documents by September 20.

7. Historically the Community Design Program was funded with STIP-TE and CMAQ funds with a very small amount of RSTP funds. Due to the uncertainties surrounding the implementation of the TA Program (the replacement of TE in MAP-21), more of the program funding will likely be needed from RSTP. However RSTP is a high demand fund type because that is the preferred fund type for most road projects. SACOG will need to prioritize the needs of RSTP between the SACOG funding programs. The order in which your project is ranked will be the order that SACOG will match funding types to projects. If the correct fund type is not available for your project, SACOG staff will need to either delay your project or may need to recommend not programming your project.

8. Project sponsors may be required to calculate the emissions benefits of your project. SACOG will ask you to perform this requirement only if and when there is a realistic possibility your project may receive Congestion Mitigation and Air Quality (CMAQ) program funding. For a project to spend CMAQ, it must show that it reduces emissions of certain types of pollutants.

9. Likewise, if the project is recommended for funding by the Community Design Evaluation Committee, and there is a realistic possibility that the project might receive Transportation Alternative Program (TAP) funding, then you may be asked to do two tasks. First, you may be asked to fill out an eligibility application for review. Secondly, there is a law that requires

that SACOG give priority to TAP-eligible projects that partner with or employ the Sacramento Regional Conservation Corps (916) 386-8394 or the California Conservation Corps (916) 341-3129. During the interview on September 11, the Review Team will discuss how this issue may be addressed.

Based on the comments above, the Team believes that this project is mostly or entirely federal aid eligible as proposed. Please keep in mind that if the project that you apply for substantively changes from what you have written in your pre-submittal letter, you may need to re-send a new pre-submittal letter for SACOG review. Because of Ms. Willcox's qualifications (the city's proposed federal aid manager) in managing federal-aid funding, SACOG will defer to her if and when a new letter is warranted. Also, if your jurisdiction decides to apply for the Community Design funding during this round, please include a copy of your pre-submittal letter and this response in your application.

If you have any questions about SACOG's response, please feel free to contact me at (916) 340-6227.

Sincerely,

Gregory R. Chew
SACOG Community Design Program Manager

Related Materials

R Street Corridor Community Plan/Master Plan – 1996

B. VISION

The Land Use Plan envisions the transformation of the R Street Corridor from a warehouse district into a new transit oriented mixed use neighborhood. The plan encourages the long-term transformation of the Corridor from heavy commercial, warehouse and state office uses to a mixed-use district of residential, office and neighborhood oriented commercial uses. The plan facilitates infill development, home ownership and higher density housing opportunities to serve anticipated CBD employment growth over the next 20 years. The location and scale of office development is intended to be compatible with the scale of surrounding neighborhoods.

Mixed use development is concentrated around the four existing light rail transit stations to further an urban transit oriented development pattern. The 13th Street Station, 16th Street Station (Benvenuti Plaza), 23rd Street Station (Sacramento Bee) and the 29th Street Station provide extensive transit service in the Corridor. Concentrating mixed uses near these stations will increase transit ridership, support the region's air quality and traffic management goals and better utilize existing infrastructure.

Residential and lower intensity commercial uses are designated on the east end and at the edges of the Corridor, to reinforce established residential neighborhoods. The majority of the Corridor is designated for residential uses to stabilize land values, increase the financial feasibility of housing and neighborhood retail uses, and to create a vibrant mixed use and mixed income neighborhood.

The plan establishes comprehensive goals and policies to guide future land use decisions and ensure that new development is served by a circulation system which enhances pedestrian and transit access. The Special Planning District (SPD) for the R Street Corridor, amended into the City's Zoning Ordinance, implements the R Street Corridor Plan. The Special Planning District establishes development standards and design guidelines which are tailored to ensure new development is of appropriate design, scale, and intensity to compliment both transit and neighborhood preservation goals.

GOAL 3. USE TRANSIT STATIONS IN THE CORRIDOR TO FOCUS DEVELOPMENT

GOAL 11. PROMOTE MULTIPLE MODES OF CIRCULATION THROUGH THE ADOPTION OF NEW R STREET CROSS SECTIONS

These Design guidelines build, to a significant degree, upon previous documents including the 1999 Sacramento Central City Neighborhood Design Guidelines (SCCNBG) and the R Street Special Planning District (SPD) standards, Section 2.99 of the Zoning Ordinance.

1. SITE DESIGN AND PLANNING OF THE PRIVATE REALM

The "private realm" consists of buildings and open spaces on individual privately-owned lots and parcels. It is necessary that there be ample freedom and flexibility in designing buildings in the private realm. However, there are certain features or aspects of building and site design that have a direct affect on the "public realm," or the surrounding public context. The design guidelines presented here focus on the aspects of building design that are most likely to impact the overall character of the corridor. These include:

A. Building Character;
B. On-site Parking; and
C. Service Access and Entries.

2. SITE DESIGN AND PLANNING OF THE PUBLIC REALM

The intent of the design guidelines presented below is to reclaim the "public realm" for the pedestrian. The existing "public realm" is largely characterized by auto-oriented spaces and privately-owned parking lots. This public area under discussion includes the right-of-way along R, S, Q, and the numbered north-south Streets, mid-block alleys and useable open spaces such as pocket parks and plazas.

Improving the public realm will strengthen the historic industrial spirit of the entire Corridor. The development of the public realm is also the most effective way to create a variety of social gathering places that are integral to improving the quality of life in the area. Overall, reclaiming the public realm will encourage greater opportunities for residents, users and visitors to experience spontaneous meetings, recreate, and enjoy the unique character of the neighborhood, as they stroll down the Corridor.

The design guidelines focus on two primary components of the public realm:

A. Streets; and
B. Usable Public Spaces.

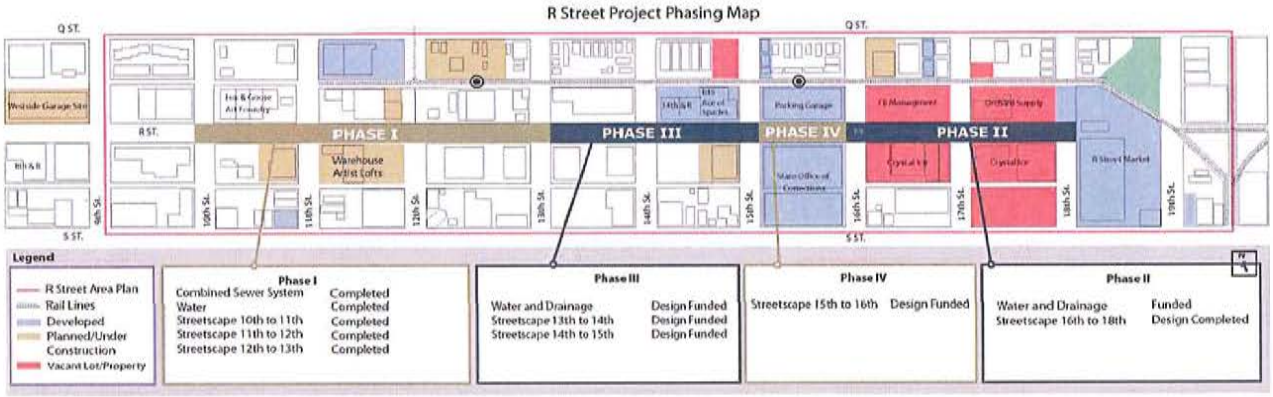
Development

STRATEGIES CONTINUED...

Implementation Approach

CADA's R Street Implementation approach focuses on phasing streetscape and water line improvements and facilitating a maintenance program once these improvements have been completed. Based on the R Street urban design plan concept for the Capitol Neighborhood and the location of planned developments, the strategy divides the improvements into four sections or phases. Figure C outlines the proposed phasing strategy of needed infrastructure improvements between 9th and 19th Streets.

R Street Project Phasing Map



Phase I Improvements completed in 2012.

Phase II Design of streetscape and Underground utilities completed. Funding needed for construction.

Phase III Design has been funded and initiated. Completion of design and environmental analysis in 2016.

Phase IV Phase is combined with Phase III. Design has been funded and initiated. Completion of design and environmental analysis in 2016.

Development STRATEGIES

CADA's development strategy for the R Street Corridor seeks to provide the proper development foundation to attract private investment into the area. The blighted conditions of the corridors former industrial warehouse land uses make development on R Street difficult but not impossible. Through strategic investments and the promotion of quality projects, the R Street Corridor stands at the cusp of a historic revitalization. The development strategies listed below were developed to the address the current R Street development challenges in order to achieve the goals of the R Street Area Implementation Plan.

Nº1 Show Others the Way

Promote development that meets the goals and principles of the R Street Corridor Master Plan. New development should include mixed-use, transit-oriented development that will integrate with the surrounding neighborhoods. Redevelopment efforts should provide an atmosphere and opportunity to make future projects succeed.

Nº2 Provide the Foundation

Prioritize and target public funds and outside funding sources to upgrade the backbone infrastructure of R Street. Improving the public infrastructure allows development to occur without the burden of placing a major impact on public systems.

Nº3 Remove the Barriers

Preparing R Street for private investment is a key strategy for developing the Corridor. Removing barriers by cleaning up confusing development standards, setting quality design guidelines, helping to remediate toxic sites, and making strategic investments into public infrastructure provides a development atmosphere investors will respond to.

Nº4 Create a Place

Enhance and strengthen the public realm to create a unique and interesting neighborhood that is safe, pleasant, walkable, aesthetically pleasing to the pedestrian experience. Placing a priority on a well designed streetscape, interesting building facades, and public opens spaces will provide amenities for area residents and produces a sense of identify for the corridor.

Nº5 See the Future Through the Past

Maintain the interesting history and rich physical industrial/warehouse fabric that exists through preservation and reuse of historical structures and the high quality design of future development projects along the R Street Corridor. Placing importance on integrating new development that respects the utilitarian aesthetic of R Street will help maintain the historic and unique essence of the corridor.

Nº6 Build Partnerships, Ignite Leadership

Create partnerships among public agencies, private investors, area residents, and community leaders. The R Street Corridor vision will not be realized through the responsibility of any one entity but through active cooperation and shared goals of all stakeholders. Champions need to arise to ignite the public and private sectors to join forces and realize the potential of R Street.

Nº7 Follow the Leaders

Utilize existing areas of activity and catalyst projects to focus development. R Street will not develop all at once, so redevelopment efforts should be directed to areas and activities that already have momentum. Concentrating on these pulse points will help projects succeed and give the rest of the corridor an energy and identity to build upon.

Nº8 Keep it Distinct, Keep it Mixed

Maintain and build on the vibrant mix of uses on R Street. The key to creating interesting urban places lies in the multitude of activities, uses, and destinations within a neighborhood. Diversifying housing types, providing a mix of land uses, and contrasting new developments with old structures on R Street will produce the type of interesting and captivating district that will differentiate itself from other areas in the city and region.

FULCRUM 1530 J STREET / No. 200
SACRAMENTO, CA 95814
916 / 383 3333

fulcrumproperty.com

8/5/2013

Sacramento Area Council of Governments (SACOG)
1415 L Street, 3rd Floor
Sacramento, CA 95814

Dear SACOG Community Design Grant Committee,

I am writing to express my enthusiastic support for the City of Sacramento's and the Capitol Area Development Authority's SACOG Community Design Grant application to fund construction of the R Street Phase II Streetscape Improvement Project.

In 2005 Fulcrum Property acquired the former Crystal Ice Plant located along the south side of the Phase II Project. In the next few years, we plan to develop an exciting residential mixed-use project consistent with the vision for the R Street Corridor. This next episode in R Street's development will include destination retail and restaurants, and include dense residential development proximate to light rail.

Reconstructing this portion of R Street is critical to any mixed-use project's success. Improving a rough thoroughfare into a walkable and enjoyable environment will serve many constituents and will provide a long-term civic and neighborhood asset.

Thank you for your consideration. I urge you to support the funding application for this project.

Sincerely,

Mark Friedman
President
Fulcrum Property Corp.

Hines

July 30, 2013

Sacramento Area Council of Governments (SACOG)
1415 L Street, 3rd Floor
Sacramento, CA 95814

Dear SACOG Community Design Grant Committee,

We are pleased to offer support for the City of Sacramento's and the Capitol Area Development Authority's SACOG Community Design Grant application for the R Street Phase II Streetscape Improvements also known as the Market Plaza.

Hines owns and manages the five-story, 350,000 SF office property located at 1515 S Street, and the adjacent parking garage on R Street between 15th and 16th Streets. Our property is immediately adjacent to the 16th Street Light Rail Station and directly across the street from the R Street Phase II project. 1515 S Street is occupied by the State of California Departments of Corrections and Human Resources, which together employ over 2,000 on site. Many of the State employees utilize the neighborhood retail available at the R Street Market. The roadway improvement project proposed by CADA and the City will provide a needed connection for these office workers walking to and from the market.

In addition to providing our occupants a safe pedestrian connection and community space to enjoy, we support the plans to improve R Street because we hope to see the adjacent properties develop in the near future to improve the overall R Street Neighborhood. Hines supports CADA's and the City's plans to improve R Street from 16th to 18th Streets and hope you strongly consider this project for funding.

Thank you for your consideration.

Most Sincerely,

Lisa Fitzgerald

Lisa Fitzgerald
Senior Property Manager

300 Capitol Mall, Suite 120
Sacramento, California 95814
P 916.492.0300
F 916.497.0300

Capitol area R street neighborhood association

caRsa

29 July 2013

To Whom It May Concern,

CARSA urges your support for funding on the proposed R Street Corridor Phase II Streetscape Improvements.

The blocks of 16th to 18th Streets on R have long been an eye sore and hazard in our neighborhood. Community Design Grant Funds would make this section of R Street safer for pedestrians and light traffic to use during both daylight and night time hours. These two city blocks are in desperate need of lighting, landscaping, hard surface design, bike racks and benches.

Completion of this project will unify the vitality on R Street we currently enjoy at 14th and R, and continue the connectivity up to Safeway at 19th. Activating these two blocks would significantly improve the livability of the Capitol R Street area.

Thank you for your consideration of awarding Community Design Grant Funds to the Phase II R Street Project.

Sincerely,

Lynne Freeman

Lynne Freeman, President

Capitol area R street neighborhood association

1309 Kondos Ave. Sacramento, CA 95814

Exhibit A

Construction Schedule

- Construction Contract Award: October 7, 2014:
- Notice to Proceed: October 8, 2014
- Submittal Review and Approval: October 8 2014 to October 30, 2014
- Underground Utility Improvements: November 2014 to February 2015
- Roadway Improvements: January 2015 to June 2015.
- Construction closeout: June 2015 to August 2015.

Back to Report Table of Contents

Revised 5/15/14

SPECIAL PROVISIONS
NOTICE TO BIDDERS
PROPOSAL AND CONTRACT
FOR
R STREET IMPROVEMENTS
16TH STREET TO 18TH STREET
IN
CITY OF SACRAMENTO

FEDERAL AID PROJECT NO: CML 5002 (139)

CITY PROJECT NO: T15068301

For use with City of Sacramento Standard Specifications for Public Construction Dated June, 2007, Davis Bacon Wage Rates Dated July 11, 2014 or State of California Prevailing Wage Rates (Higher Rate Prevails) and Labor Surcharge and Equipment Rental Rates.

For Pre-Bid Information Call:
Zuhair Amawi, Project Manager
TEL: (916) 808-7620
FAX: (916) 808-7904
zamawi@cityofsacramento.org

Bids to be received before
2:00 P.M., Wednesday, August 13, 2014
5th Floor, New City Hall
915 I Street, Sacramento, CA 95814

Pre-Bid Meeting:
July 23, 2014 at 11:00 A.M
New City Hall
915 I Street, Room 2000
Conference Room 2105
Sacramento, CA 95814

Engineer's Construction Estimate: **$2,927,000**

Construction Time: 180 Calendar Days

DEPARTMENT OF CONSUMER AFFAIRS
Contractors State License Board

Contractor's License Detail - License # 8

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

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

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

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

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

License Number	8	**Extract Date** 8/27/2014
Business Information	A TEICHERT & SON INC dba TEICHERT CONSTRUCTION Business Phone Number: (916) 484-3011 P O BOX 15002 SACRAMENTO, CA 95851	
Entity	Corporation	
Issue Date	09/24/1929	
Reissue Date	04/03/1989	
Expire Date	04/30/2015	
License Status	**ACTIVE** This license is current and active. **All information below should be reviewed.**	
Additional Information	One or more of the classifications on this license may be removed at a future date if the qualifying person is not replaced by 10/20/2014.	

Classifications

CLASS	DESCRIPTION
A	GENERAL ENGINEERING CONTRACTOR
B	GENERAL BUILDING CONTRACTOR
C16	FIRE PROTECTION CONTRACTOR
C27	LANDSCAPING

Certifications

CERT	DESCRIPTION
HAZ	HAZARDOUS SUBSTANCES REMOVAL
ASB	ASBESTOS - Check DOSH Registration

Bonding

CONTRACTOR'S BOND

This license filed a Contractor's Bond with
SAFECO INSURANCE COMPANY OF AMERICA.

Bond Number: 6250091

Bond Amount: $12,500

Effective Date: 01/01/2007

Contractor's Bond History

BOND OF QUALIFYING INDIVIDUAL

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

   Effective Date: 01/01/2007

   BQI's Bond History

2. This license filed Bond of Qualifying Individual number **070012257** for JOLLY KEITH ALLAN in the amount of **$12,500** with LIBERTY MUTUAL INSURANCE COMPANY.

   Effective Date: 11/06/2012

Workers' Compensation

WORKERS' COMPENSATION

This license has workers compensation insurance with DEPARTMENT OF INDUSTRIAL RELATIONS

Policy Number: 1867B

Effective Date: 04/03/1989

Expire Date: None

Workers' Compensation History

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

Personnel List | Other Licenses

Conditions of Use | Privacy Policy
Copyright © 2010 State of California

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

R Street Improvements, 16th Street to 18th Street Project
(PN: T15068301)
Addendum No. 1

August 6, 2014

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 email 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 email or letter, provided such email or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Zuhair Amawi at (916) 808-7620 or zamawi@cityofsacramento.org.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

R STREET IMPROVEMENTS
16TH STREET TO 18TH STREET
CITY PROJECT NO: T15068301
Addendum No. 1
August 5, 2014

Item 1: The Bid Opening Date does not change with this addendum. The Bid Opening remains at 2:00 P.M., on August 13, 2014.

Item 2: Per Section 9.5 "Pre-Bid Interpretation of Contract Documents", requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Based on the Bid Opening Date of August 13, 2014, the last date to submit requests for interpretation is August 5, 2014 no later than 5:00 P.M.

Item 3: Special provisions Section 9.13 "REGIONAL TRANSIT TRACK WARRANT REQUIREMENTS":

DELETE <u>For Construction within RT's ROW:</u>

5. Applicant must submit a deposit of $5,000 to RT's for review and inspection costs affiliated with the Project. RT will deduct actual costs from the deposit. RT will return any remaining funds, upon request, after completion of the Project. If the available remaining deposit drops below $500, RT will notify the Applicant of the need for additional deposit.
6. Applicant must have the easement staked by a Professional Surveyor prior to construction.
7. Applicant must contact Bob Johnson at bjohnson@sacrt.com with RT Construction Management to arrange for RT inspection of all work within the RT Right-of-Way.
8. Applicant must keep the track ballast free of dirt, fines, and other materials.
9. Applicant must, at the Applicant's cost, restore or repair or cause to be restored or repaired, back to the original condition and with materials and procedures consistent with RT's Design Criteria and general specifications, any differential settlement or damage that occurs to any RT facility because of the Applicant's action(s) or inaction(s).

10. Applicant must provide AutoCAD files of Record Drawings of the completed Work to James Watson at jwatson@sacrt.com with RT Engineering within 60 days of Project completion.
11. Applicant must adhere to all governing regulations and codes enforceable on the Project and must indemnify RT against any claim resulting from Applicant's Work.

Item 4: Special provisions Cover Page:

REPLACE Davis Bacon Wage Rates Dated July 4, 2014

WITH Davis Bacon Wage Rates Dated August 1, 2014

REPLACE Engineer's Construction Estimate: **$2,927,000**

WITH Engineer's Construction Estimate: **$2,950,000**

Item 5: Special provisions Section 15 "SCHEDULE OF WAGES DATED July 4, 2014":

REPLACE SCHEDULE OF WAGES DATED July 4, 2014

WITH SCHEDULE OF WAGES DATED August 1, 2014

Item 6: Special provisions Section 9.16 "TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE AND SPECIAL CONSTRUCTION CONSIDERATIONS":

DELETE With the approval of the Engineer, 17th Street from the alley between R and S Street up to the light rail tracks north of R Street may be closed to vehicular traffic to complete the proposed improvements. 17th Street may be used as construction staging area at the contractor's discretion. **Potentially contaminated soil must be stockpiled on 17th Street between R Street and the Light Rail tracks.**

ADD With the approval of the Engineer, 17th Street from the alley between R and S Street up to the light rail tracks north of R Street may be closed to vehicular traffic to complete the proposed improvements. 17th Street may be used as construction staging area at the contractor's discretion. **Potentially contaminated soil**

must be stockpiled on 17th Street between R Street and the Light Rail tracks. If additional space is required, the area from the alley between R and S Street to R Street may be allowed for stockpiling potentially contaminated soil, subject to the approval of the Engineer.

Item 7: Special provisions Section 10 "ITEM NO. 5 – ROADWAY EXCAVATION AND GRADING":

DELETE The Contractor shall excavate the native material and aggregate base and stockpile the material near the project site for sampling. 17th Street from the alley between R Street and S Street to R Street may be closed during construction and can be used as one possible location for stockpiling the material. The Contractor shall sample the material to determine if the material shall be transported and disposed of at either a Class I or Class II disposal site, or the material is not contaminated and shall be removed off-site per Section 14 of the Standard Specifications. The cost of soil testing is the sole responsibility of the contractor.

ADD The Contractor shall excavate the native material and aggregate base and stockpile the material near the project site for sampling. Potentially contaminated soil must be stockpiled on 17th Street between R Street and the Light Rail tracks. If additional space is required, the area from the alley between R and S Street to R Street may be allowed for stockpiling potentially contaminated soil, subject to the approval of the Engineer. The Contractor shall sample the material to determine if the material shall be transported and disposed of at either a Class I or Class II disposal site, or the material is not contaminated and shall be removed off-site per Section 14 of the Standard Specifications. The cost of soil testing is the sole responsibility of the contractor.

Item 8: Special provisions Section 10 "ITEM NO. 17 – CEMENT TREATED BASE TO PLACE"

ADD The cement treated base shall be Class A and road-mixed.

Item 9: Special provisions Section 10 "ITEM NO. 10 – FURNISH REPLACEMENT RAIL"

ADD The Contractor shall utilize two or three different rail sections subject to the approval of the Engineer. Replacement rail shall be manufactured prior to 1945.

Item 10: Special provisions Section 10
"ITEM NO. 36 – 10" STORM DRAIN PIPE TO INSTALL"
"ITEM NO. 37 – 12" STORM DRAIN PIPE TO INSTALL"
"ITEM NO. 38 – 15" STORM DRAIN PIPE TO INSTALL"

REMOVE Where shown on the Plans, ten-inch (10"), twelve-inch (12"), and fifteen-inch (15") diameter storm drain pipes shall be PVC as specified elsewhere in the Special Provisions. Drain lead connections to manholes shall be included in this item. Drain inlet lead and fittings shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions. All pipes shall be fusion welded.

ADD Where shown on the Plans, ten-inch (10"), twelve-inch (12"), and fifteen-inch (15") diameter storm drain pipes shall be SDR-35 PVC as specified elsewhere in the Special Provisions. Drain lead connections to manholes shall be included in this item. Drain inlet lead and fittings shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions.

Item 11: Special provisions Section 10

ADD "ITEM NO. 84 – 12" FUSION WELDED STORM DRAIN PIPE TO INSTALL"

Where shown on the Plans, twelve-inch (12") diameter storm drain pipes shall be fusion welded C-900 PVC as specified elsewhere in the Special Provisions. Drain lead connections to manholes shall be included in this item. Drain inlet lead and fittings shall be constructed to the details on the Plans and shall conform to

Sections 10, 14, and 26 of the Standard Specifications and these Special provisions.

This item shall include all necessary trenching, bedding, backfilling, and pavement restoration involved in the installation of the storm drain pipe. Existing sewer connections are to be replaced per City standard detail S-260. Payment for replacing existing sewer connections shall be considered part of this line item and no additional compensation will be provided.

C-900 PVC for pipe and fittings shall be utilized for any pipe that has less than 18-inches of cover between the top of the installed pipe and the finish grade. If the depth of cover is less than 12 inches, the Contractor shall encase pipe with controlled density fill as specified elsewhere. When the Engineer approves shallow placement of DI leads requiring protective measures proposed by Contractor, all work associated with protective measures shall be considered as extra and paid per Section 8-10 of the Standard Specifications.

Controlled Density Backfill – Also known as Controlled Low Strength Material (CLSM) or ready Mixed Flowable Fill (RFF) as processed and distributed by the National Ready Mixed Concrete Association.

Material shall be a hand excavatable mixture of cement, pozzolan, coarse and fine aggregate and water which has been mixed in accordance with ASTM C 94.

Flowable – Material shall be flowable with a high slump, non-segregating consistency that readily flows and fills voids, congested areas, difficult to reach places, and that can be used for pipe zone fill, trench zone fill, pipe abandonment, structure backfill, and structure cavity fill.

Rapid Set – Material shall obtain early strength gain, to allow traffic load or other live loads on the fill in less than 7 days after placing the material.

Cement – Shall be type II in accordance with requirements of ASTM C 150.

Pozzolan – Shall be added to improve flowability and shall be type F in accordance with the requirements of ASTM C 618.

Aggregate – Coarse aggregate shall consist of well graded mixture of crushed rock with a maximum size aggregate of ½ inch. 100% shall pass the ½ inch sieve. Not more than 30% shall be retained by the ¼ inch sieve and not more than 12%

shall pass the number 200 sieve. All material shall be free from organic matter and not contain more alkali, sulfates, or salts than the native materials at the site of work.

Admixtures – Air entrainment shall be added (minimum of 8%, maximum of 20%) to improve workability in accordance with ASTM C 260. Water reducing agent shall be added to improve workability in accordance with ASTM C 494.

Water – Shall be potable, clean, and free from silty organic matter, alkali, salts, or other impurities.

Density – Minimum density shall be 120 PCF, maximum density 135 PCF.

Compressive Strength – Minimum 28 day compressive strength shall be 50 psi and the maximum shall be 150 psi.

Care shall be taken to avoid floating the pipe, especially with pipe types other than concrete. Means shall be employed to assure a consistent flowline in accordance with plans and special provisions.

When connecting to a manhole:

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

B) All connections to the manholes not cast as part of the base shall be made by use of a coring machine and a "Cor-N-Seal" or approved equal flexible watertight coupling. The incoming pipe shall be cut, and the space between the inserted pipe and the seal shall be grouted smooth.

After mandrel inspection, the DI leads placed will be inspected by the City's Field Services Division utilizing a robotic T.V. camera device as specified elsewhere in these Special Provisions. It shall be the Contractor's responsibility to coordinate the T.V. inspection with the Engineer.

The lead invert elevations shown on the Plans are approximate only. It shall be the Contractor's responsibility to determine the final vertical alignment by means of locating potential conflicts prior to construction of the drain inlet, lead, or coring of the manhole. No deflections will be allowed in the lead unless

otherwise approved by the Engineer. Guidelines for final profile of drain lead are as follows: The distance from the grate elevation to the top of the drain inlet base shall be between 4'-8" and 5' unless otherwise shown on the Plans or directed by the Engineer. The drain lead shall have a minimum slope of 0.0025 ft/ft unless otherwise approved by the Engineer. Unless otherwise stated herein, no additional compensation shall be paid to the Contractor for potholing, or altering drain inlet or lead elevations.

Included in this item is the construction of concrete collars connecting leads into other drainage structures.

For Class 4 Concrete Backfill as shown on the plans, the cost shall be assumed included in the unit price per linear foot of storm drain pipe and no separate or additional payment shall be made for its use.

Payment shall be at the unit price bid per linear foot of proposed storm drain pipe to install and shall include full compensation for furnishing all labor, materials, tools, surface restoration, equipment and incidentals and for doing all work involved in installing 12" fusion welded storm drain pipe as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item 12: Special Provisions Section 10 "ITEM NO. 42 – DIAMOND SWITCH PLATE TO ADJUST TO GRADE"

REMOVE The Contractor shall carefully excavate around the diamond switch plate to expose the track switching mechanisms. The connecting rod, head rod switch and switch back rod are to be mechanically disconnected from the rail and removed from the roadway. These mechanisms are considered historically significant and the Contractor shall not cut, warp or otherwise disfigure these mechanisms during their removal. The switch stand, connecting rod, head rod switch and switch back rod are to be delivered to the City Corportation Yard along with the existing rail removed in Item No. 9 "Rail to Remove". Removing and transporting these mechanisms to the City Corporation Yard will be paid for under this item with no additional compensation. Existing railroad ties shall be removed and disposed of as specified in Item No. 11 "Railroad Ties to Remove and Dispose" with no additional compensation.

ADD The Contractor shall carefully excavate around the diamond switch plate to expose the track switching mechanisms. The connecting rod, head rod switch and switch back rod are to be mechanically disconnected from the rail and removed from the roadway. These mechanisms are considered historically significant and the Contractor shall not cut, warp or otherwise disfigure these mechanisms during their removal. The switch stand, connecting rod, head rod switch and switch back rod are to be delivered to the City Corporation Yard as directed by the Engineer. Removing and transporting these mechanisms to the City Corporation Yard will be paid for under this item with no additional compensation. Existing rail removed in Item No. 9 "Rail to Remove" shall become the property of the Contractor and disposed of or recycled in a manner approved by the Engineer. Existing railroad ties shall be removed and disposed of as specified in Item No. 11 "Railroad Ties to Remove and Dispose" with no additional compensation.

Item 13: See Appendix A for Regional Transit Track Warrant

ADD APPENDIX A: REGIONAL TRANSIT TRACK WARRANT

Item 14: See Appendix B for the Initial Site Assessment

ADD APPENDIX B: DRAFT INITIAL SITE ASSESSMENT

Item 15: See Appendix C for the Department of Toxic Substance Control (DTSC) Statement of Information

ADD APPENDIX C: DTSC STATEMENT OF INFORMATION

Item 16: See Appendix D for the "Requirements for Excavation in Proximity of SMUD's Underground Transmission Cables"

ADD APPENDIX D: REQUIREMENTS FOR EXCAVATION IN PROXIMITY OF SMUD'S UNDERGROUND TRANSMISSION CABLES

Item 17: See Appendix E for Street Lighting

ADD APPENDIX E: STREET LIGHTING

Item 18: Plan Sheets

REPLACE Sheets C-14, U-1, U-2, G-3, and L1.1

WITH Revised Sheets C-14, U-1, U-2, G-3, and L1.1
Per Addendum No. 1

Item 19: Bid Proposal

REPLACE Bid Proposal

WITH Bid Proposal Revised Per Addendum No. 1

Item 20: Schedule of Values

REPLACE Schedule of Values

WITH Schedule of Values Revised Per Addendum No. 1

Item 21: Pre-Bid Meeting Sign-in Sheet, July 23, 2014

R STREET IMPROVEMENTS
16TH STREET TO 18TH STREET
CITY PROJECT NO: T15068301
Pre-Bid Meeting Sign-in Sheet
July 23, 2014

	Name	Company	Email	DBE (Y/N)	Phone
1.	Jose Ledesma	City of Sacramento	jledesma@cityofsacramento.org	N/A	(916) 808-8195
2.	Al Guidice	McGuire & Hester	estimating@MandHcorp.com	N	(916) 372-8910
3.	Jeff Surwillo	C&C Construction	sangelccconst@surewest.net	N	(916) 434-5280
4.	Brenda Kee	City of Sacramento	bkee@cityofsacramento.org	N/A	(916) 808-1923
5.	Stephen Nelson	Mark Thomas & Company	snelson@markthomas.com	N/A	(916) 381-9100
6.	Zuhair Amawi	City of Sacramento	zamawi@cityofsacramento.org	N/A	(916) 808-7620
7.	Jason Linster	West Coast Water and Trucking	jason@westcoastwater andtrucking.com	Y	(916) 388-8697

Item 22: Contractor Questions and Responses

1. **Question** Spec section 9.13 RT Track Warrant Requirements, for construction within RT's ROW. Page 27. Please provide a schedule of cost/fee's (inspections/plan review) that RT will charge against the $5,000.00 deposit, including cost for Lookout Protection. Will the City consider using bid allowance for RT Fee's/cost?

   Response The project is not in RT's ROW and does not require a detailed RT review, there are no deposit requirements. Currently, there are no costs for Lookout Protection, but the Contractor must understand that Lookouts and Redtags need to be scheduled at least 5 days before needed and RT must retain the right to deny any requests or cancel any scheduled times.

2. **Question** It appears that Bid item # 7 is just for spoils generated at # 5 Roadway Excavation. How will the City handle any contaminated soils that may be excavated from scopes of work such as Utilities, Electrical & Landscaping/Irrigation?

   Response Any contaminated soils excavated from scopes of work such as utilities, electrical & landscaping/irrigation shall follow the same procedures identified in Item No. 5 – Roadway Excavation and Grading.

3. **Question** Will the City include in addendum #1 copies of the Initial Site Assessment report (test for contaminated soils) as described in the last paragraph on page 41 of the Special Provisions? The project soil is not to be tested until after it has been excavated and stockpiled. How are we to know/bid a starting point that includes excavation of contaminated soils? Please clarify the instructions regarding, what point of the excavations will require a special class license. The 2nd paragraph on page 42 of the Special Provisions also states that the Contractor is responsible for cost of testing the stockpiled spoils, How often are we to test? Will this be done only in certain areas? Or maybe one test per every few truck loads? Please provide instructions that will allow all bidding contractors to bid this equally.

   Response The Draft Initial Site Assessment has been added to Appendix B. Bid Item No. 5 states that the Contractor is responsible for preparing a written, project-specific Excavation and Transportation Plan establishing the procedures the Contractor will use to comply with the requirements for excavating, stockpiling, transporting, and placing (or disposing) of soil/debris material.

4. Question Plan sheet L1.1 28 of 38, upper left corner of page at the north east corner of R & 16 calls for one R street art column, refer to civil plans. I have not found this shown in the civil plans. However the E -1 36 of 38 has an Obelisk light in the same area but the note states that we should see other sheet. What is this? Bid item 57 is for the Obelisk, what about the Art Column?

Response Sheet L1.1 has been revised to clarify that the 'Obelisk' and 'R Street Art Column' are referring to the same item. Sheet C-14 has been revised to show the approximate location of the proposed Obelisk.

5. Question As the City has recently completed Phase 1 on R street, will the City provide information regarding the thickness of AC that was found on R street or any other information regarding the condition of the existing subgrade?

Response This information is not currently available.

6. Question Plan sheet L1.1 – 28 of 38. Construction Notes; note #2 states that contractor shall obtain & pay for all permits required to complete work. What permits will be required? And what is the cost?

Response In the event that there are any unforeseen permit fees required, the Contractor will be responsible for the cost. Water-use permit/tie-in fees and Regional Transit Track Warrant permits have been included in the special provisions.

7. Question Bid Item # 17, Cement Treated Base; Section 27 of the State Specifications, state that the special provisions will designate Type A or Type B cement treated base will be used. Please identify the desired type.

Response The cement treated base shall be Class A and road-mixed.

8. Question Special Provisions page 46 item #9; The second paragraph states prior to removal, the contractor shall carefully remove the existing AC pavement & base and expose the tracks for inspection by the Engineer. Is this AC & AB removal paid in bid item # 5, roadway excavation? Or is there a quantity along the rails to be paid at bid item #9?

Response The removal of existing AC and AB adjacent to the tracks will be paid for in Item No. 5, Roadway Excavation and Grading.

9. Question Plan sheet L1.1 28 of 38; 6' aluminum bench Phase 1 currently has backed bench with end & center arm rest. The supplier requested a clarification as the new project requires backed bench with center arm rest only.

Response Sheet L1.1 has been revised to clarify that the 6' aluminum bench shall be a backed bench with center & end armrests.

10. Question Plan sheet C-3, C-4 & C-5, pages 3-6 of 38; Will the curbs along R street adjacent to the 8" PCC roadway be paid in bid item 14 PCC roadway to construct, or will it be paid in the square footage of # 15 raised walkway?

Response The curbs along R Street adjacent to the 8" PCC roadway will be paid for in Item No. 15 – Portland Cement Concrete Raised Walkway to Construct.

11. Question Where will the concrete curbs at the 12 parking tree wells located in the 8" PCC roadway be paid?

Response The curbs surrounding the 12 parking tree wells will be paid for in Item No. 14 – Portland Cement Concrete Roadway to Construct.

12. Question Plan sheet L1.1 & L1.2 pages 28 & 29 of 38; Plan has typical notes calling out 6" banding at the north side and south side of new sidewalks. It appears that there is about 1,330 LF of this concrete banding. Is this banding included and paid as raised sidewalk, is this to have a toweled score joint or saw cut control joint parallel to R street?

Response The 6" banding is included in Item No. 15 – Portland Cement Concrete Raised Walkway to Construct. The banding will be sawcut 6" from the face of curb and 6" from the back of walk.

13. Question Bid item 13 - Cobblestones to Install; Is the removal of the existing cobbles included in this item or is it in bid item 5 Roadway Excavation? Special Provisions page 49, bid item 13 - Additional Cobbles; This specification has the potential to have a large cost & time variance as it is currently written. If the engineer elects to substitute or add cobblestones, what is the expected condition, location, quantity & cost of said cobbles? How are the bidding contractors to bid this portion equally?

Response The removal of existing cobblestones is included in Item No. 13. The condition and quantity of existing cobblestones is unknown at this point, but a portion of the cobblestones at the intersection of R Street and 17th Street are currently exposed. Also, refer to Phase 1 (R Street between 10th and 13th Street) cobblestone located at each intersection for an example.

14. Question Plan sheet C – 12 Detail 1, 2, 3 & 4 as well as detail A; Will the 17' parking area receive the reinforcement shown in detail A?

Response The epoxy coated tie bars are to be placed only in the 22' roadway.

15. Question On the "Bid Proposal Checklist" it does not address when Exhibit 12-G, Part I and Part II are to be submitted. Could we submit these forms with our Good Faith Effort?

Response The 12-G forms parts I & II are not due with the bid. They are due within 4 days of the bid opening along with the other DBE forms & GFE.

16. Question Your Bid Proposal Checklist does not have the Bidders List (Exhibit 12-G, Part I & II), and it doesn't state weather this is to be turned-in with the bid or within 4th business day with the Good Faith Effort Documents. It is not written in your specifications when these documents are due. Please clarify when these documents are due.

Response See Response to Question 15.

17. Question Plan sheet C-7 details 1, 2, 3 & 4 anchor detail. Will the ½" X 10" threaded rod be drilled and placed with epoxy after the concrete track foundation has been placed or are the threaded rods to be placed prior to the placement of the foundation concrete?

Response The threaded rods can be drilled and placed with epoxy after the concrete track foundation has been poured.

18. Question Bid Item # 10 – Special Provision page 47 state that the existing rails that are to be replaced shall be replaced in kind. As this bidding project is phase 2, The City must have already determined what type of rail are currently there. As well, the City may have approved replacement rail sections from the previous contractor at phase 1. I have made a few calls to different supplies and the cost of different types of rail can vary quite a bit as well as shipping cost depending on where said materials are located and manufactured. In order to allow equal opportunity to all bidders please provide any information that the City may have acquired regarding the specific rail sections.

Response The Contractor shall utilize two or three different rail sections subject to the approval of the Engineer. Replacement rail shall be manufactured prior to 1945.

19. Question Bid Item No.37 – 12" Storm Drain To Install and Bid Item No.38 – 15" Storm Drain To Install; The General Notes #12 on sheet 17 / U-1 are requesting SDR35 Fusion Welded PVC. Would the City consider an HDPE substitute on this project as an alternative product to the Fusion Welded PVC?

Response Contractor to use PVC pipe as specified in the Special Provisions.

20. Question Sheet 17 note 12 calls out for SDR-35 fusion welded PVC. Can standard bell/spigot SDR-35 be used?

Response All pipe is to be SDR-35 PVC unless otherwise noted. Fusion welded C-900 PVC to be installed where specified in the revised Plans and Special Provisions per Addendum No. 1.

21. Question Sheet 19 note 4, 12, and 13 call out for fees to be paid for hot taps, meters, and development. Is the contractor responsible for any of these fees or will the city cover these since we are paying them to the city anyways?

Response The Contractor will pay the fees and the City will compensate the Contractor.

22. Question Sheet 19 shows two separate casings for the directional bore. Can we opt to install this section on one full 65' piece instead of two separate shorter pieces?

Response Based on initial utility mapping information available it appears there may be existing/proposed utilities that would require a change in the water main elevation to avoid potential utility conflicts. Casing shall not be installed around sections of the water main where 45 degree elbows are required to raise/lower the water main elevation. However, if it is determined during construction that there are no utility conflicts that require adjusting the elevation of the water main a single 65' length of casing can be used at the intersection of R Street and 17th Street, with approval by the Engineer.

23. Question Regarding Section 10 – Items 36, 37 and 38, specifications indicate that 10", 12" and 15" storm drain pipe shall be fusion welded PVC pipe. General note 12 on sheet U-1 (sheet 17 of 38) indicates that all pipe is to be SDR35 fusion welded PVC, 10" laterals are to be C900 PVC. SDR35 fusion welded pipe is not manufactured. Can we install C900 PVC pipe for all the storm drain instead.

Response See Response to Question 20.

24. Question Bid Item 9 calls for existing rail to be removed and disposed of offsite by the contractor while Bid Item 42 calls for any existing rail not reinstalled to be delivered to the City Corporation Yard. Please clarify?

Response Existing rail not reinstalled shall become property of Contractor and disposed offsite according to Bid Item No. 9. See revised Bid Item No. 42 per Addendum No. 1 for clarification.

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:

R STREET IMPROVEMENTS (16TH STREET TO 18TH STREET)
(T15068301)

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	PRECONSTRUCTION PHOTOGRAPHS	1	LS	$	$
2.	MOBILIZATION	1	LS	$	$
3.	EROSION, SEDIMENT AND POLLUTION CONTROL PLAN	1	LS	$	$
4.	CLEARING AND GRUBBING	1	LS	$	$
5.	ROADWAY EXCAVATION AND GRADING	1,140	CY	$	$
6.	POTHOLING BY EXCAVATION	20	EA	$	$
7.	CLASS I CONTAMINATED SOIL TO TRANSPORT AND DISPOSE	1,190	TON	$	$
8.	CLASS II CONTAMINATED SOIL TO TRANSPORT AND DISPOSE	1,190	TON	$	$
9.	RAIL TO REMOVE	4,130	LF	$	$
10.	FURNISH REPLACEMENT RAIL	115	33' PC	$	$

11.	RAILROAD TIES TO REMOVE AND DISPOSE	830	EA	$	$
12.	ADJUST TRACK TO GRADE	1,840	LF	$	$
13.	COBBLESTONES TO INSTALL	610	LF	$	$
14.	PORTLAND CEMENT CONCRETE ROADWAY TO CONSTRUCT	770	CY	$	$
15.	PORTLAND CEMENT CONCRETE RAISED WALKWAY TO CONSTRUCT	35,300	SF	$	$
16.	AGGREGATE BASE CLASS 2 TO PLACE	500	TON	$	$
17.	CEMENT TREATED BASE TO PLACE	2,590	CY	$	$
18.	ASPHALT CONCRETE (1/2" AGGREGATE) PAVEMENT TO PLACE	150	TON	$	$
19.	ASPHALT CONCRETE (3/4" AGGREGATE) PAVEMENT TO PLACE	210	TON	$	$
20.	PORTLAND CEMENT CONCRETE CONFORM TO CONSTRUCT	10	CY	$	$
21.	CURB AND GUTTER TYPE 2 TO CONSTRUCT	400	LF	$	$
22.	CURB TYPE 3 TO CONSTRUCT	30	LF	$	$
23.	6" CONCRETE COMMERCIAL DRIVEWAY TO CONSTRUCT	240	SF	$	$
24.	RAPID STRENGTH CONCRETE TO CONSTRUCT	140	CY	$	$
25.	TRUNCATED DOMES ON NEW RAMPS (36" X 48")	28	EA	$	$
26.	CHAIN LINK FENCE TO RESET	580	LF	$	$

27.	MAINTENANCE HOLE NO. 3 TO CONSTRUCT	8	EA	$	$
28.	SADDLE MANHOLE TO CONSTRUCT	2	EA	$	$
29.	EXISTING MAINTENANCE HOLE TO REMOVE	4	EA	$	$
30.	MAINTENANCE HOLE TO ADJUST TO GRADE	5	EA	$	$
31.	DRAIN INLET TO REMOVE	11	EA	$	$
32.	STORM DRAIN PIPE TO REMOVE	1,040	LF	$	$
33.	MODIFIED TYPE B DROP INLET TO CONSTRUCT	6	EA	$	$
34.	MODIFIED TYPE B DROP INLET WITH 4" HOOD OPENING TO CONSTRUCT	7	EA	$	$
35.	MODIFIED TYPE B DROP INLET WITH DEPRESSION APRON TO CONSTRUCT	5	EA	$	$
36.	10" STORM DRAIN PIPE TO INSTALL	320	LF	$	$
37.	12" STORM DRAIN PIPE TO INSTALL	50	LF	$	$
38.	15" STORM DRAIN PIPE TO INSTALL	740	LF	$	$
39.	SURVEY MONUMENT TO BE PRESERVED	4	EA	$	$
40.	UTILITY BOX TO ADJUST TO GRADE	3	EA	$	$
41.	WATER VALVE TO ADJUST TO GRADE	5	EA	$	$
42.	DIAMOND SWITCH PLATE TO ADJUST TO GRADE	1	EA	$	$

43.	FIRE HYDRANT TO RELOCATE	1	EA	$	$
44.	FIRE DEPARTMENT CONNECTION TO RELOCATE	1	EA	$	$
45.	8" DIAMETER WATER MAIN TO INSTALL	80	LF	$	$
46.	12" DIAMETER WATER MAIN TO INSTALL	650	LF	$	$
47.	20" DIAMETER WELDED STEEL PIPE CASING TO INSTALL	120	LF	$	$
48.	1" WATER SERVICE TO INSTALL	2	EA	$	$
49.	8" DIAMETER GATE VALVE TO INSTALL	2	EA	$	$
50.	12" DIAMETER GATE VALVE TO INSTALL	1	LS	$	$
51.	REMOVE ABANDONED UTILITY BOX	1	EA	$	$
52.	FIRE HYDRANT TO INSTALL	3	EA	$	$
53.	TRAFFIC SIGN TO PLACE	23	EA	$	$
54.	NEW POST TO INSTALL	12	EA	$	$
55.	SIGN TO REMOVE	1	EA	$	$
56.	SIGN TO RELOCATE	13	EA	$	$
57.	OBELISK TO INSTALL	1	EA	$	$
58.	HIGH PERFORMANCE TAPE PAVEMENT STRIPES TO PLACE	1,130	LF	$	$

59.	HIGH PERFORMANCE TAPE PAVEMENT MARKINGS TO PLACE	1,040	SF	$	$
60.	RAISED PAVEMENT MARKERS TO PLACE	90	EA	$	$
61.	6" CONCRETE MOW BAND	60	LF	$	$
62.	BICYCLE RACK	12	EA	$	$
63.	6' BENCH	14	EA	$	$
64.	7' X 7' TREE GRATE	25	EA	$	$
65.	IRRIGATION CONTROLLER ASSEMBLY	2	EA	$	$
66.	IRRIGATION MASTER VALVE	2	EA	$	$
67.	IRRIGATION FLOW SENSOR	2	EA	$	$
68.	IRRIGATION GATE / ISOLATION VALVE	3	EA	$	$
69.	IRRIGATION QUICK COUPLING VALVES	5	EA	$	$
70.	IRRIGATION ELECTRIC CONTROL VALVE	5	EA	$	$
71.	IRRIGATION TREE WELL IRRIGATION ASSEMBLY	1,230	SF	$	$
72.	IRRIGATION BUBBLERS IN PLANTER AREAS	860	SF	$	$
73.	IRRIGATION / CONTROLLER WIRE SLEEVING	1	LS	$	$
74.	PLANTING AREA BACKFILL	100	CY	$	$

75.	TREE WELL BACKFILL	190	CY	$	$
76.	TREE PLANTING	25	EA	$	$
77.	SHRUB PLANTING	93	EA	$	$
78.	SODDED TURF	530	SF	$	$
79.	BARK MULCH	20	CY	$	$
80.	DECOMPOSED GRANITE PAVING	530	SF	$	$
81.	SOIL AMENDMENTS / FERTILIZER	2,620	SF	$	$
82.	LANDSCAPE MAINTENANCE (6 MONTHS)	6	MO	$	$
83.	STREETLIGHT INSTALLATION	1	LS	$	$
84.	12" FUSION WELDED STORM DRAIN PIPE TO INSTALL	150	LF	$	$

CONTRACTOR NAME: TOTAL $_____

It is understood that this Bid Proposal is based upon completion of the Work within a period of **ONE HUNDRED AND EIGHTY (180) 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. Contract work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

The Contractor shall provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to Jose Ledesma, Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814, or by email at JLedesma@cityofsacramento.org .

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

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

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

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

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

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

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

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

Add. # _____ DATE _____

Add. # _____ DATE _____

Add. # _____ DATE _____

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

_____

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR:

By _____
(Signature)

_____
(Print or Type)

Title _____
Address _____
_____
Telephone No. _____

Fax No. _____

Email Address _____

Date _____

FOR CITY USE ONLY

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

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

Contractor's License No. _____ Type _____

Expiration Date _____

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

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

Please indicate if you are any of the following:

EBE_____ Cert #_____ SBE_____ Cert #_____

UDBE_____Cert #_____ M/WBE_____Cert #_____

APPENDIX A

REGIONAL TRANSIT TRACK WARRANT

Regional Transit

Sacramento Regional Transit District
A Public Transit Agency
and Equal Opportunity Employer

Mailing Address:
P.O. Box 2110
Sacramento, CA 95812-2110

Administrative Office:
1400 29th Street
Sacramento, CA 95816
(916) 321-2800
(29th St. Light Rail Station/
Bus 36,38,50E,67,68)

Light Rail Office:
2700 Academy Way
Sacramento, CA 95815
(916) 648-8400

Human Resources Office:
Employee Relations Office:
2830 G Street, 2nd Floor
Sacramento, CA 95816
(916) 321-3800
(Bus 30,31,34,67,68)

Public Transit Since 1973

www.sacrt.com

APPLICATION FOR PERMIT INSTRUCTIONS

Sacramento Regional Transit District (RT) is in receipt of your verbal/written request to access a portion of RT property. The purpose of your request is to allow your contractors to enter upon RT's property.

An application for permit is typically filed and processed prior to beginning any work within RT's right of way or ownership. A copy of our application for permit is enclosed for information. Although the form indicates an application for permit, this form is used for **any right of access request.**

RT usually requires a set of 8½ x 11 drawings that clearly indicate the location of the proposed work with respect to the centerline of our track and right of way boundary. **Also, a legal property description and plat map** may be needed for the contract agreement. A **Certificate of Insurance is required.** An application processing fee of **$500** payable to Sacramento Regional Transit District is also required. If the permit request is located within the Sacramento-Placerville Transportation Corridor Joint Powers Authority along Folsom Blvd, an additional fee of **$250** is required. **Please email application for permit and drawings to sfultz@sacrt.com**

Upon receipt of the document and drawings, we will be able to complete the permit process. If a Red Tag is required, a fee of **$750** is required. Applicant could be responsible for the reimbursement of engineering review and inspections costs associated with this request.

On Track Safety Training (OTS) is required prior to approval of all utility permits You must schedule an appointment for OTS training at OTSTraining@sacrt.com, If you have additional questions regarding safety, call Rob Hoslett, Senior Safety Specialist at (916) 321-3869.

Sub Contractors for the project must apply for an application for permit.

RT will process your application within ten (10) working days. Please provide as much lead-time as possible to avoid any delays in meeting your scheduled deadlines.

If you need additional information, I can be reached at (916) 556-0308.

Sincerely,

Sharon Fultz

Sharon Fultz
Real Estate Administrator

Sacramento Regional Transit District
P.O. Box 2110
Sacramento, CA 95812-2110

APPLICATION FOR PERMIT

Permit Number:_____

APPLICANT:_____ Date:_____

ADDRESS:_____

_____ Phone: (____)_____

Person familiar with details of application: Name:_____ Phone: (____)_____

APPLICATION IS HEREBY MADE FOR THE PERMIT TO PERFORM THE FOLLOWING:

1. Applicant's work order or job number:_____
2. Location of work: Name of Road_____ Between_____
3. Describe completely work to be done:_____

_____

_____

_____

4. Submit Plans to Scale (3 copies) showing plan view and cross-section, indicating clearly location of work with respect to centerline of track, face of curb, edge of pavement or property line. Show clearance and type and size of facilities proposed.
5. Estimated state date:_____ Completion date:_____
6. Applicant's Inspector, Contractor, Foreman or Supervisor as appropriate:
   Name:_____ Company:_____ Phone: (____)_____

Note: General Conditions on reveres side and "Special Provisions" below are a part of this Permit. By starting work applicant accepts all General Conditions and Special Provisions. Call RT Metro Wayside Maintenance Superintendent (556-0461) 24 hours prior to starting work to notify RT and request inspection.

Company:_____

Title:_____

Signed:_____ Date:_____

REVIEW (RT USE ONLY)

Engineering Services Division		
Wayside Maintenance		Permit Expires:_____ Permit Fee: $_____
Safety OTS Training		JPA Fee: $_____

SPECIAL PROVISIONS (RT USE ONLY)

_____

_____

_____

_____

_____

_____

Approved By:_____ Date:_____

APPENDIX B

DRAFT INITIAL SITE ASSESSMENT

Draft Initial Site Assessment
R Street Market Plaza Improvements

Sacramento, California

Prepared by:

BLACKBURN CONSULTING
West Sacramento, California

For:

Mark Thomas & Company, Inc.
Sacramento, California

May 2009

West Sacramento Office:
2437 Front Street • West Sacramento, CA 95691
(916) 375-8706 • Fax (916) 375-8709

blackburn consulting

Main Office: (530) 887-1494
11521 Blocker Drive, Suite 110 • Auburn, CA 95603
Modesto Office: (209) 522-6273

Geotechnical • Construction Services • Forensics

File No. 1411.1
May 26, 2009

Mr. Rob Himes
Mark Thomas & Company, Inc.
7300 Folsom Blvd., Suite 203
Sacramento, CA 95826

Subject: **Draft Initial Site Assessment**
R Street Market Plaza Improvements Project
Sacramento, California

Dear Mr. Himes,

Blackburn Consulting (BCI) prepared this Draft Initial Site Assessment (ISA) for the R Street Market Plaza Improvements project in Sacramento, California. We completed this work in accordance with our proposal dated September 30, 2008. The purpose of this report is to identify hazardous and potentially hazardous materials issues that may significantly impact the proposed project. This report addresses the property both within and immediately adjacent to the proposed improvement corridor.

Thank you for selecting BCI to assist you on this important project. Please call if you have questions or require additional information.

Sincerely,

BLACKBURN CONSULTING

Laura Long
Environmental Engineer

Jeff S. Patton, P.E.
Principal Engineer

Draft Initial Site Assessment
R Street Market Plaza Improvements Project
Sacramento, California

TABLE OF CONTENTS

INVESTIGATIVE SUMMARY i

1 INTRODUCTION 1

2 PROJECT DESCRIPTION AND LOCATION 2

2.1 Description and Location 2

2.2 Regional Geology and Physical Setting 2

2.3 Current Land Use 2

2.3.1 R Street Corridor *2*

2.3.2 Surrounding Areas *2*

2.4 Historic Land Use 3

2.4.1 Aerial Photograph Review *3*

2.4.2 Topographic Map Review *3*

2.4.3 Sanborn® Map Review *4*

3 RECORDS REVIEW 4

3.1 County, State and Federal Records Review 4

3.2 Summary of Records Search 4

3.3 Additional ISA Research and Regulatory File Review 8

3.4 City Directory Review 9

3.5 Title Documents Review 9

3.6 Prior Environmental Investigations 9

3.7 Well Search 10

4 RECONNAISSANCE INFORMATION 11

4.1 Subject Property Reconnaissance 11

5 FINDINGS, CONCLUSIONS AND RECOMMENDATIONS 11

5.1 Known or Potential Contamination Issues Within the Corridor 11

5.2 Potential Contamination Associated with Adjacent Sites 12

5.3 Potential Contamination from Sites not Immediately Adjacent to Project Corridor 14

6 LIMITATIONS 14

List of Figures: Figure 1 Vicinity Map

Figure 2 Site Plan

Appendix A – Aerial Photographs/Summary
Appendix B – Topographic Maps/Summary
Appendix C – Sanborn Maps/Summary
Appendix D – County, State & Federal Records
Appendix E – EDR Report on CD (Executive Summary Hardcopy)
Appendix F – TBA Sampling Locations
Appendix G – Regional Geology
Appendix H – Orchard Supply DTSC File Review
Appendix I – CADA TBA Report Summary
Appendix J – Site Photographs

INVESTIGATIVE SUMMARY

Blackburn Consulting (BCI) completed this Initial Site Assessment (ISA) for the proposed R Street Market Plaza Improvements project in Sacramento, California. The purpose of this assessment is to identify recognized environmental conditions (RECs) [1] and/or potential RECs within and adjacent to the proposed improvement corridor which could affect the design, constructability, feasibility, and/or the cost of the proposed project.

To further identify hazardous and potentially hazardous materials issues, BCI reviewed the United States Environmental Protection Agency (EPA) *"Targeted Brownfields Assessment Phase II"* report which included this project corridor and was done to address the required elements of the ASTM Phase II Environmental Site Assessment Process. A Phase I assessment did not precede the Phase II report.

BCI determined that within, and immediately surrounding the project corridor, there are several hazardous materials and/or petroleum hydrocarbon contamination conditions that could adversely impact proposed development. The conditions are listed below. Information used to develop our conclusions is included in the body of this report.

A risk level is assigned to each site based on the Caltrans *"Project Risk Management Handbook"* (2nd edition, May 2007) Qualitative Risk Analysis, which provides an outline to rank risks into high, medium and low based on their probability of occurring and/or the potential for contamination to impact the subject property.

Sites within the Project Corridor with Known RECs

- **CADA Property "R Street"/R Street Market Plaza (Site #1, Figure 2)**
  RISK: HIGH

The R Street corridor between 16th and 18th Streets is designated for redevelopment by the Capitol Area Development Authority (CADA). The *"Targeted Brownfields Assessment (TBA) Phase II"* was conducted under USEPA guidance, and was intended to address the required elements of the ASTM Phase II Environmental Site Assessment process. Soil testing for the TBA concludes that elevated levels of contaminants, including lead and total petroleum hydrocarbons as diesel (TPH-d) and motor oil (TPH-mo) exist in the upper 4 feet of soil in the project corridor. Groundwater testing concludes that shallow groundwater, encountered at a

[1] BCI uses the term Recognized Environmental Condition (REC) in general but not strict compliance with ASTM E1527-05, which defines the meaning as *"the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products on the property or into the ground, ground water, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimus conditions that generally do not present a threat to human health or the environment and generally would not be the subject of an enforcement action if brought to the attention of the appropriate regulatory agencies. Conditions determined to be de minimus are not recognized environmental conditions."* BCI includes this definition to clarify conditions addressed in this ISA but it does not imply that this ISA is compliant with ASTM E 1527 – 05.

depth of approximately 22 feet below ground surface is impacted with benzene, xylene, ethyl benzene, and toluene. The TBA identifies the suspected source of ground water contamination as immediately adjacent site contamination.

The total lead concentration for 15% of the soil samples reported in the TBA, exceed the California standard for hazardous waste (1,000 mg/kg). Consequently, we made preliminary contact with the California Department of Toxic Substance Control (DTSC) regarding the need for regulatory oversight during project design and construction. DTSC stated that because total lead concentrations exceed the California Total Threshold Limit Concentration (TTLC) for lead, regulatory oversight will be required for any surface soil disturbance. Consequently, DTSC will require the City to enter into a Voluntary Cleanup Agreement (VCA). This agreement will apply to the City of Sacramento's R Street corridor improvement project between 16th and 18th Streets. If a VCA is needed for adjacent parcels, they will be issued and managed separately with the owner of those parcels.

Based on our discussion with DTSC we expect the VCA will include preparation of a Soil Management Plan and Health and Safety Plan to minimize the lead exposure risks to construction workers and the end-user of the site.

Once excavated, soils that exceed the hazardous threshold limit are classified as a California hazardous waste and will require special handling and disposal procedures.

Upon completion of the project, DTSC expects that a Deed Restriction will be placed on at least a portion of the corridor. The deed restriction will identify potential contaminant issues for future site development. Construction activities that extend to groundwater will also require DTSC regulatory oversight including specific treatment and disposal conditions.

Sites Adjacent to the Project Corridor with Known or Potential RECs

- **Crystal Ice and Cold Storage, 1812 17th Street (Site #2, Figure 2)**
  RISK: LOW

Currently it does not appear that ROW acquisition will occur on this property. If ROW acquisition does occur, we recommend further review and investigation of impacts from potential contamination. The initial investigation should include an in depth records review, site inspection and interview with the property owner, and the local environmental health department. If no additional information is available, additional Phase II subsurface investigation may be needed.

RECs: Underground Storage Tank, Asbestos Containing Material, Lead Based Paint.

- **Orchard Supply Co., 1731 17th Street (Site #3, Figure 2)**
  RISK: HIGH

Currently it does not appear that ROW acquisition will occur on this property. If ROW acquisition does occur, we recommend contacting DTSC to obtain proper regulatory guidance.

This site is currently regulated by DTSC for known soil and groundwater contamination. Groundwater contamination from this site has migrated under the subject project corridor.

RECs: Lead, Total Petroleum Hydrocarbons, Pesticides, Volatile Organic Compounds (VOCs).

- **Tom and Toby's Auto Repair, 1720 17th Street (Site #4, Figure 2)**
  RISK: LOW

Currently it does not appear that ROW acquisition will occur on this property. If ROW acquisition does occur, we recommend further review and investigation of potential contamination impacts. The initial investigation should include an in depth records review, site inspection and interview with the property owner, and the local environmental health department. If no additional information is available, additional Phase II subsurface investigation may be needed.

RECs: Oils and grease, Total Petroleum Hydrocarbons, UST.

- **A-1 Plating (former), 1721 16th Street (Site #5, Figure 2)**
  RISK: LOW

Currently it does not appear that ROW acquisition will occur on this property. If ROW acquisition does occur, we recommend further review and investigation of impact from potential contamination. The initial investigation should include an in depth records review, site inspection and interview with the property owner, and the local environmental health department. If no additional information is available, additional Phase II subsurface investigation may be needed.

RECs: Metals, Solvents.

General Contamination/Hazardous Materials Issue

- **Historic Railroad Tracks**

Existing railroad tracks along the centerline of R Street and parallel spurs are a potential source of shallow soil contamination. Contamination typically associated with railroad corridors include oil/grease, fossil fuel combustion products (PAHs), wood treating chemicals such as creosote, fuels, herbicides and metals such as lead. It is likely that the contamination detected during the EPA's Phase II Environmental Assessment is, at least, partially related to historic railroad operations in the corridor.

- **Transformers**

The scope of this assessment did not include an inventory of past and present transformers on the site. However, BCI observed several pole-mounted transformers along the R Street Improvement corridor, a few of which show signs of external rust or discoloration. Future removal and/or relocation activities should comply with current regulations.

- **Underground Utilities**

Our scope of services did not include a formal utility survey; however, it was noted in the TBA that a 12-foot wide utility vault containing high-voltage electrical lines is located along the northern half of R Street. The TBA documents that SMUD states their utility was encased in a high-strength concrete vault, buried between 6 to 12 feet below street grade. The TBA also documents a Kinder Morgan pipeline located along the southern edge of existing R Street. Other buried utilities, include, but are not limited to, storm drain, water, sanitary sewer, and distribution lines for natural gas and petroleum products. No record of contamination resulting from these lines was discovered in our assessment.

- **Import Fill**

Historic research shows that near-surface soils in the CADA R Street Property corridor are imported fill from the late 19th or early 20th century. Due to the unknown source of fill material, there is a potential for elevated levels of potential contaminants, such as metals. Testing by the EPA as part of the TBA Phase II assessment, indicate that fill overlying alluvial sediments extends to the maximum depth of the majority of the 4-foot borings. The fill consists of a mixture of sandy gravel, silty sand, and clay containing various amounts of metal, wood, and organic materials.

1 INTRODUCTION

Mark Thomas & Co., Inc. (MTCo) retained Blackburn Consulting (BCI) to perform an Initial Site Assessment (ISA) for the R Street Market Plaza Improvement Project located in Sacramento, California. The purpose of this ISA is to identify recognized environmental conditions (REC) [2] and potential RECs within and adjacent to the proposed improvement corridor.

To conduct this ISA, BCI:

- Conducted a limited site inspection to observe current land use and indications of potential contamination, as well as hazardous and potentially hazardous waste issues for the project corridor and immediately adjacent parcels.

- Reviewed historical aerial photographic coverage, Sanborn®, and topographic map coverage, and the City Directory for the project corridor and surrounding properties for indications of potential sources of contamination.

- Performed federal, state, county and city records review for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the project corridor. The federal, state, and county database search was provided by Environmental Data Resources, Inc. (EDR) of Southport, Connecticut. A copy of the EDR report's Executive Summary is included in Appendix E. The complete EDR report is on a CD, also included in Appendix E.

- Performed a more detailed file review for one additional site (Orchard Supply). This site is identified as having known pre-existing hazardous material impacts to soils and groundwater. This more detailed, site specific file review was conducted at the Department of Toxic Substances Control (DTSC).

- Reviewed existing environmental reports, including, but not limited to, Targeted Brownfields Assessment, Capitol Area Development Authority (CADA) EPA Region IX Report, January 2007, and Orchard Supply's Land Use Covenants, Removal Action Workplans, Voluntary Cleanup Agreements and DTSC deed restrictions.

---

[2] BCI uses the term Recognized Environmental Condition (REC) in general but not strict compliance with ASTM E1527-05, which defines the meaning as *"the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products on the property or into the ground, ground water, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimus conditions that generally do not present a threat to human health or the environment and generally would not be the subject of an enforcement action if brought to the attention of the appropriate regulatory agencies. Conditions determined to be de minimus are not recognized environmental conditions."* BCI includes this definition to clarify conditions addressed in this ISA but it does not imply that this ISA is compliant with ASTM E 1527 – 05.

- Consulted with Department of Toxic Substance Control regarding regulatory options for managing RECs during project design and construction.

2 PROJECT DESCRIPTION AND LOCATION

2.1 Description and Location

The proposed R Street Market Plaza Improvement project is located in Sacramento, California and generally consists of, but is not limited to, an urban walkway, plaza, retail parking spaces and a single-lane roadway within the existing right-of-way along R Street between 16th and 18th Streets. The project is a joint use concept that uses R Street to create a pedestrian pathway, community gathering place, and vehicular lanes adjacent to the future development of several mixed-use properties. Figure 1 presents the Vicinity Map, and Figure 2 presents the Site Plan.

Mark Thomas & Company, Inc. (MTCo) has indicated that the preferred variation is a minimum impact option that utilizes existing right-of-way along R Street; consequently no new right-of-ways will be acquired.

2.2 Regional Geology and Physical Setting

Based on our review, the site is underlain by channel deposits composed of sands, silts, and clays. Historic research shows imported fill was placed in this area of downtown Sacramento in the late 19th or early 20th century. Historical depth to groundwater beneath the site is from 13 to 25 feet below ground surface (bgs). The shallow aquifer generally consists of a 5 to 10 foot thick layer of silty sand overlain by approximately 30 to 35 feet of silty clay/clayey silt. This silty clay/clayey silt acts as an aquatard, confining the water to the shallow aquifer. A more detailed description of the site geology is provided in Appendix G.

2.3 Current Land Use

2.3.1 R Street Corridor

The proposed improvement corridor extends along R Street from 16th Street to 18th Street. The corridor is a combination of 2-lane (between 16th and 17th Streets) and 1-lane (between 17th and 18th Streets) road with mixed parking, and truck loading docks along both sides of the street. The corridor is adjacent to the former Orchard Supply and former Crystal Ice plants. A vacant lot is located north of R Street between 16th and 17th Streets. Exposed railroad tracks exist along both the centerline and south side of R Street between 16th Street and 17th Street, and a short railroad spur extends to the north side of R Street in front of Orchard Supply. The exposed tracks continue through the intersection of 17th and R Streets where they then terminate. It is unknown if tracks have been removed or paved over east of the 17th and R Street intersection.

2.3.2 Surrounding Areas

Land use surrounding the improvement corridor generally consists of mixed-use commercial, light industrial and residential buildings of wood, brick, metal, and concrete construction and vacant lots. Light rail train tracks are located less than one block north, and run parallel to R

Street. Arterial streets contain concrete sidewalks, tree and grass covered landscaped areas adjacent to the roadway, and provide parallel parking spaces.

2.4 Historic Land Use

R Street appeared as an unpaved levee with sparse surrounding development prior to 1856, and was originally the City's southern boundary and southern flood levee. The soil levee was approximately 10 feet high. In 1856, a railroad line was built on top of the R Street levee, and ran from Sacramento to Folsom. By 1895 small industrial and residential buildings lined R Street. Sometime between 1890 and 1910, the railroad track and flood levee were leveled and development extended beyond R Street to the south. After 1910, a new railroad track and spur line was constructed along R Street. R Street remained an industrial corridor for most of the early to mid 20th century. Rail traffic decreased during the 1960s, and finally ended in the late 1970s. Currently, the street is entirely paved with asphalt concrete and gravel. The abandoned railroad tracks remain, but the only visible evidence are the tops of the steel tracks that are flush with the surrounding asphalt and gravel.

2.4.1 Aerial Photograph Review

BCI reviewed aerial photos from 1952, 1963, 1971, 1981, 1993, 1998, and 2005 as listed below:

1952 Photo by Pacific Air, Scale 1"=555'
1963 Photo by Cartwright, Scale 1"=555'
1971 Photo by Cartwright, Scale 1"=333'
1981 Photo by Cartwright, Scale 1"=333'
1993 Photo by USGS, Scale 1"=666'
1998 Photo by USGS, Scale 1"=666'
2005 Photo by EDR, Scale 1"=484

Historic aerial photography was reviewed to identify changes that may indicate potential hazardous materials issues within or adjacent to the project corridor. Appendix A contains copies of the aerial photographs and a summary of noted changes within and immediately adjacent to the project corridor as recorded on the photographs. The following summarizes highlights of these findings:

- In 1952, the area surrounding the corridor appears completely developed with existing commercial, warehouse, and residential structures. The roadway appears paved. The alignment of R Street is essentially the same as today.

- In 1993 the lot north of R Street, between 16th and 17th Streets is completely cleared.

2.4.2 Topographic Map Review

BCI reviewed topographic maps which include USGS 15 minute quad maps from 1902 and 1954 and 7½-minute quad maps from 1949, 1954, 1967, 1975, and 1992. Appendix B contains copies of the topographic maps and a summary of noted changes within and immediately

adjacent to the project area as recorded on the maps. The following summarizes highlights of potential hazardous material related findings:

- In 1902, the project corridor is concurrent with the 21 foot contour. By 1949, R Street is shown to exist as a roadway in its current alignment, and the Southern Pacific railroad and associated spurs are identified along R Street.

2.4.3 Sanborn® Map Review

EDR provided Sanborn®Maps from 1895, 1915, 1950, 1952, 1957, 1960, 1964, 1965, 1966, 1968 and 1970 for the project and surrounding area. Appendix C contains copies of the Sanborn® Maps as well as a summary including year by year changes noted within and adjacent to the project corridor as recorded on the maps. The following summarizes highlights of potential hazardous material related findings:

- The project corridor has been used for:
  - A road servicing local industry.
  - A main line railroad track and associated spurs that service local industry.

- The immediately surrounding area is primarily industrial and commercial with some intermixed residential. Based on the identified historic businesses, many of the sites contain potential RECs.

3 RECORDS REVIEW

3.1 County, State and Federal Records Review

BCI requested EDR, a commercial data base search firm, to perform a radius search for the study area. The search includes a review of county, state, federal and EDR proprietary databases. Appendix D contains the list of searched databases. Appendix E presents the EDR Report Executive Summary in hardcopy and the entire report on a CD. The maximum search radius is 1 mile from the outline of the project study area. Sites with adequate address information are plotted on EDR's site plan "EDR Radius Map with Geocheck". EDR lists sites with inadequate address information as "orphan sites" and does not provide mapped locations. BCI reviewed the complete list of 40 "orphan sites" identified by EDR. One "orphan site" may be located within the project corridor. The site is listed as "Unknown PCE Source, 16th Street, and Database of Record: SLIC". No additional information was available regarding this site.

3.2 Summary of Records Search

To generate this summary, we reviewed the EDR database records search for sites within the project corridor or considered close enough to the project corridor to potentially impact the project. The results are separated into three categories 1) within the project corridor, 2) immediately adjacent to the project corridor and 3) surrounding area.

3.2.1. Sites Within the Project Corridor

Capital Area Development Authority (CADA) Properties R Street; Two block section of R Street between 16th and 18th Streets (*Site #1, Figure 2*)
The site is listed in the following database:

- US Brownfields

The EDR database records search indicated the US EPA completed a Phase II Environmental Assessment for the project corridor. The assessment concludes that both soil and groundwater are affected. Contaminants listed include lead, other metals, petroleum products, and volatile organic compounds (VOCs). This property is a two block section of a city street in a historically commercial and industrial neighborhood. In addition to the city street, the corridor is characterized by the railroad main line and spurs that serviced the area. Throughout the corridor the railroad tracks are intermingled with road indicating vehicles and trains shared the same routes. Historic train tracks remain within portions of the street.

3.2.2. Sites Immediately Adjacent to the Project Corridor

Crystal Ice and Cold Storage; 1812 17th Street (*Site #2, Figure 2*)
This site is listed in the following database:

- Sacramento Co. ML

This facility is out of business. One 120 gallon regular gasoline underground storage tank, installed in 1923, was identified from Building Permit Inspection cards. The EDR report states "Oil changed by outside company". No additional information was provided. The site status is inactive.

Orchard Supply Co.; 1731 17th Street (*Site #3, Figure 2*)
This site is listed in the following databases:

- SLIC
- RCRA-SQG
- CA BOND EXP. PLAN RESPONSE
- DEED
- Sacramento Co. ML
- ENVIROSTOR
- HIST Cal-Sites
- HAZNET
- HIST UST
- SWEEPS UST
- LUST
- FINDS
- Cortese
- Sacramento Co. CS

The following summary is from the EDR Report: "From 1907 to 1947, the site was a junkyard and battery storage operation. Since 1947, Orchard Supply Company has operated an agricultural chemical retail and wholesale outlet at the site. The site is approximately 140-feet by 320-feet and lies within a mixed commercial and residential neighborhood. The site is bounded on the north by Light Rail tracks and an alley, on the east by 18th Street, on the south by R Street and on the west by 17th Street. A residential neighborhood is located north of the site along the alley. Commercial properties are located east, south and west of the site.

The site formerly included four underground fuel storage tanks, one underground weed oil tank, and a fertilizer tank farm. The fertilizer tank farm was formerly located at the southeast corner of the site. All underground and above ground storage tanks have been removed. Past operations have resulted in the contamination of the soil and groundwater with metals (arsenic and lead), pesticides (chlordane, dieldrin and DDT), and petroleum hydrocarbons. Soil and groundwater investigations have been conducted at the site since 1988. A field investigation, which consisted of 54 soil borings and the installation of 7 shallow and 3 deep groundwater monitoring wells, was completed in 1999. The results are documented in a Remedial Investigation Report (RI Report), dated June 1999. Results indicate that surface soil is contaminated with lead and pesticides in the north and back lot areas. At the two former UST locations, soil contamination identified as benzene, toluene, ethyl benzene and xylene was detected at the ground surface extending down to groundwater at the former location of two UST gasoline tanks. Petroleum hydrocarbons were detected in soil at the former location of a weed oil tank. Benzene, 1-2, dichloroethane, and carbon tetrachloride were detected in several groundwater sampling locations".

A Removal Action Workplan (RAW) was prepared to address soil contamination from the surface to 10 feet below ground surface. Excavation and offsite disposal of contaminated soil was conducted in April 2002. Excavation depth varied from one to ten feet across the site. Approximately 3,151 tons of materials were removed. Excavated areas were backfilled with clean fill material. The areas where asphalt and concrete were removed during the remediation were replaced with 3-4 inches of asphalt.

Quarterly groundwater monitoring is currently conducted by DTSC to determine the extent of the contamination. Samples are analyzed for VOCs, PAHs, organochlorine pesticides, herbicides, and dioxin. A pilot study of enhanced reductive dechlorination of VOCs using emulsified soybean oil was initiated in June, 2008. Results of this study are not available at this time.

Tom and Toby's Automotive Clinic/Repair; 1720 17th Street (*Site #4, Figure 2*)
This site is listed in the following database:

- EDR Historical Auto Stations

This facility is identified as *Auto Repair* on the 1964-1970 Sanborn Maps. The EDR Report lists the site as a historical Auto Station in 1966, 1970, 1975 and 1980. Building Permit Inspection Cards indicate that a 285 gallon regular gasoline underground storage tank and associated pumps were installed in 1930. There was no information regarding the ultimate status of the tank and pumps. The EDR Report states "Oil changed by outside company". No additional information was provided. The 1993 aerial photograph shows the parcel was cleared prior to 1993.

A-1 Plating Co. (Inactive); 1721 16th Street (*Site #5, Figure 2*)
This site is listed in the following database:

- ENVIROSTOR database.

The EDR records search stated a "Discovery Document" was completed in 1980 and a "Site Screening" completed in 1987. No other information was provided in the records search

regarding these statements. On the 1950 and 1952 Sanborn maps, a small plating shop was located at the southeast corner of the parcel. In 1957 a new building on the west side of the parcel was identified as *Plating and Auto Repair* on the Sanborn Maps and the original plating shop is identified as a *Hall*. The building can be seen in aerial photographs from 1952 through 1981. The 1993 aerial photograph shows the parcel was cleared prior to 1993.

3.2.3. Sites in the Surrounding Area

S&L Business Services and Recording Studio/Historic Pacific Electric Motor Service; 1827-1825 17th Street (*Site #6, Figure 2*)
This site is listed in the following databases:

- EDR Historical Auto Stations
- US Brownfields

Phase I and Phase II Environmental Assessments have been conducted by Sacramento County Business Environmental Resource Center. Both soil and groundwater were affected by previous site use including auto painting, spraying, electric motor repair, auto glass and radio repair, printing press, and machine shop operations. Contaminants listed include lead, other metals, petroleum products, and VOCs. Building Permit Inspection cards identify one 285 gallon regular gasoline underground storage tank and associated pumps, installed in 1930. The status of site remediation is not reported.

Werner-Dieter Auto Repair; 1829 17th Street (*Site #7, Figure 2*)
This site is listed in the following databases:

- US Brownfields
- EDR Historical Auto Stations
- CA FID UST
- SWEEPS UST
- Sacramento Co. ML

Phase I and Phase II Environmental Assessments have been conducted by Sacramento County Business Environmental Resource Center. Both soil and groundwater were affected by previous site use including a gas station and auto repair. Contaminants listed include lead, other metals, petroleum products, and VOCs. Three 500 gallon leaded fuel USTs were located at this facility. The status of site remediation is not reported.

Lester Motors LTD; 1804 16th Street (*Site #8, Figure 2*)
This site is listed in the EDR Historical Auto Stations for the year 1942. No other information is available.

Fuller O'Brien Paints; 1709 16th Street (*Site #9, Figure 2*)
This site is listed in the following databases:

- Sacramento Co. ML
- LUST
- Cortese
- Sacramento Co. CS
- SWEEPS UST
- CA FID UST
- RCRA-SQG
- FINDS
- HAZNET

A leaking 8,000 gallon UST was reported in 1991. An unknown quantity of Stoddard Solvent was released to surrounding soils. Contaminated soil was excavated and disposed of at an approved site. The case was closed per RWQCB concurrence letter dated May 1996.

Fonts Property; 1822 16th Street (*Site #10, Figure 2*)
This site is listed in the following databases:

- RESPONSE
- ENVIROSTOR
- HIST Cal-Sites

Contamination at this site is listed as "soil only". The records search states that 66 cubic yards of contaminated soil were removed, and the site was "certified" in1984 as having been remediated satisfactorily under DTSC oversight. No other information was provided in the records search regarding the use of the site or type of contamination.

16th Street Plating; 1826 16th Street (*Site #11, Figure 2*)
This site is listed in the following databases:

- RESPONSE
- ENVIROSTOR
- HIST Cal-Sites

Operations at the site included manufacture of fabricated metal products and metal plating. A site inspection conducted by the State noted that the site was a "real messy operation" and "the asphalt floor was eaten away in spots". Soil contamination was identified as unspecified acid solution with metals and an aqueous solution with metals. In 1984, the site was "certified clean by DHS" and "certified as having been remedied satisfactorily under DTSC oversight".

3.2.4 Additional Surrounding Sites

BCI identified several sites within one block of the project corridor with known or potential soil/groundwater contamination. However, none of these sites were determined to have contamination issues that appear likely to affect the project corridor. These sites are:

Rankin WP, 1701 S Street.
Polli & Irwin, 1709 S Street
Sing Lee Sewing Thread Co., 1709 S Street
Thompson C E, 1731 S Street
Alta Plating & Chemical Corp., 1733 S Street
Nichols and Sons Auto Parts, 1713 S Street
Sierra Spring Water Co., 1801 R Street

3.3 Additional ISA Research and Regulatory File Review

Based on the commercial data base search, we concluded that contamination at Orchard Supply is significant, and further review of regulatory files would provide a more comprehensive assessment of the potential for soil and/or groundwater contamination from this parcel to affect

design and construction within the project corridor. Consequently, we performed additional research which included a site specific regulatory file review with the Department of Toxic Substances Control (DTSC). A detailed summary of our review is included in Appendix H.

In summary, the regulatory file review concludes that historical activities at the site have impacted soil and groundwater with VOCs, petroleum hydrocarbons, herbicides, pesticides, and metals. Shallow and deep groundwater contamination extends beyond the Orchard Supply site boundaries and covers an area of approximately four city blocks encompassing the R Street Market Plaza site. Quarterly monitoring indicates contaminants with the most widespread concentrations in the shallow aquifer include benzene, 1, 2-dichloroethane (1, 2-DCA), 1, 2-dichloropropane (1, 2-DCPA), and carbon tetrachloride (CTCL).

In 2001, shallow soil at the site was remediated pursuant to a Removal Action Work (RAW) Plan. The RAW only addressed shallow soil contaminants; contamination in the deeper impacted soil (>10 feet bgs) and affected groundwater is subject to further investigation/remedial action upon completion of site characterization. A deed restriction was recorded as part of the RAW because shallow soil contaminants remain at the site above levels suitable for unrestricted use, but below the risk-based cleanup goals for commercial or industrial use.

3.4 City Directory Review

BCI reviewed the historical city directory. Information contained in the directory support information presented in other sections of this report.

3.5 Title Documents Review

BCI was not provided title documents for this assessment.

3.6 Prior Environmental Investigations

We reviewed the January 2007 *"Targeted Brownfields Assessment (TBA) Phase II Report"* prepared by USEPA Region IX, San Francisco, California. The TBA was completed for four sites designated for redevelopment by the Capitol Area Development Authority (CADA) including the R Street site. The following summarizes key finding from the TBA. A detailed summary of the TBA is included in Appendix I.

CADA Property - R Street TBA

The general screening, sampling an analyses program conducted by the EPA Team 9 Superfund Technical Assessment and Response Team (EPA START 9) was designed to collect and analyze soil and groundwater samples to better understand environmental conditions at the CADA R Street property. Thirty-two soil samples from 13 boreholes and one groundwater sample from one borehole were collected and analyzed for the following chemicals of potential concern; TPH (gasoline, diesel, motor oil), PAHs, metals (lead), and VOCs in surface and subsurface soil; and VOCs in groundwater. R Street sampling locations are identified in Appendix F.

The following contaminants were detected:

- Lead

Analyses of shallow soil samples indicate lead concentration levels at 4 of 13 surface sample locations (R-10, R-11, R-12, and R-13) exceed the EPA Region IX Preliminary Remediation Goal (PRG) for residential development of 150 mg/kg. Two of the 13 surface sampling locations (R-10, R-12), exceed the Regional Water Quality Control Board's (RWQCB) Environmental Screening Level (ESL) commercial assessment benchmark of 750 mg/kg with values of 2,140 and 1,660 mg/kg respectively. Soils with lead concentrations above 1,000 mg/kg are considered Hazardous Materials by California law. The highest concentrations of lead are located in the central and eastern portions of R Street, between 17th and 18th Streets.

- Petroleum Hydrocarbons

Surface soil samples collected for TPH-d analysis indicate that three surface (0-4 feet bgs) sampling locations (R-5, R-12, and R-13) and one subsurface (to 12 feet bgs) sampling location (R-1) have concentrations of TPH-d above the RWQCB ESL assessment benchmark of 100 mg/kg for commercial development. Surface soil samples collected for TPH-mo analysis indicate that one surface sample location (R-5) exceeds the commercial benchmark of 1,000 mg/kg, and one subsurface location (R-1) exceeds the residential benchmark of 500 mg/kg. Elevated concentrations of TPH-d and TPH-mo appear to be located in the former railroad track right-of-way adjacent to the former Crystal Ice facility.

- PAHs (Benzo (a) pyrene)

Analysis of soil samples for PAHs indicated average concentrations are all below residential and industrial assessment benchmark levels.

- Groundwater

One groundwater sample was collected at R Street. The sample exceeded several Maximum Contaminant Levels (MCL) and ESL industrial standard benchmarks. The highest concentrations were benzene (25 *u*g/L), xylenes (1,550 *u*g/L), ethylbenzene (710 *u*g/L), and toluene (24 *ug*/L). Groundwater was encountered at a depth of approximately 22 feet bgs.

3.7 Well Search

The EDR Report did not identify any public wells within ½ mile of the project corridor. However, CADA and Orchard Supply have had multiple monitoring wells installed in order to determine potential groundwater contamination and it is possible that monitoring wells (abandoned) may be located within the project corridor. There were no visible active wells within the project corridor during site reconnaissance; however, this does not preclude their existence.

4 RECONNAISSANCE INFORMATION

4.1 Subject Property Reconnaissance

During our site reconnaissance, BCI observed publicly accessible portions of the project corridor. Our observations generally support the descriptions in Sections 2. Two unlabeled drums were visible in the Orchard Supply Company yard.

5 FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

The scope of this initial site assessment was directed at:

- Determining whether there may be hazardous materials within or near the project corridor at concentrations likely to warrant mitigation pursuant to regulations, and
- Identifying sites with recognized environmental conditions (RECs) and/or potential RECs within and adjacent to the project corridor which could affect the design, constructability, feasibility, and/or the cost of the proposed project.

Our assessment identified the following environmental conditions that should be considered for present and future planning for the proposed project.

5.1 Known or Potential Contamination Issues Within the Corridor

***Capital Area Development Authority (CADA) Properties "R Street"*, R Street Market Plaza,** two block section of R Street between 16th and 18th Streets. (*Site #1, Figure 2*)

A Targeted Brownfields Assessment (TBA) prepared for CADA in January, 2007, identified existing soil and groundwater contamination within the R Street corridor. Surface soil samples exceeding the California hazardous waste criteria of 1,000 mg/kg for total lead were found mid block between 17th and 18th Streets. Surface soil sample results exceeding the residential benchmark for lead were found along the south side of R Street in front of Crystal Ice. Surface soil sample results exceeding the RWQCB ESL commercial benchmark for TPH were found at the southwest corner of 18th and R Streets, and midblock between 16th and 17th Streets. Subsurface soil sample results exceeding the EPA Region IX Preliminary Remediation Goals residential benchmark of 150 ppm for TPH were found along the south side of R Street just east of 16th Street.

Data indicates that a groundwater plume originating at Orchard Supply Co. extends south and southwest beneath R Street in both the shallow and deep aquifers. As part of the TBA, one groundwater sample was collected from the southeast corner of the intersection of 17th and R Streets; results indicate contaminant levels exceeded the MCL and ESL industrial standard benchmarks for benzene (25 *ug*/L), xylene (1,550 *ug*/L), and ethyl benzene (710 *ug*/L).

Recommendation: Due to existing lead concentrations which exceed the California standard for hazardous waste, we made preliminary contact with the California Department of Toxic Substance Control (DTSC) regarding the need for regulatory oversight during project design

and construction. DTSC stated that because total lead concentrations exceed the California Total Threshold Limit Concentration (TTLC) for lead, regulatory oversight will be required for any surface soil disturbance. Consequently, DTSC will require the City to enter into a Voluntary Cleanup Agreement (VCA).

Based on our discussion with DTSC we expect the VCA will include preparation of a Soil Management Plan and Health and Safety Plan to minimize the lead exposure risks to construction workers and end-users. Soils that exceed the hazardous threshold limit will be classified as a California hazardous waste, once excavated, and will require special handling and disposal procedures. Further, upon completion of the project, DTSC expects that a Deed Restriction will be placed on at least a portion of the corridor. The deed restriction will identify potential contaminant issues for future corridor use. Construction activities that extend to groundwater will also require DTSC regulatory oversight including specific treatment and disposal conditions.

Historic Railroad Tracks
Historic use of the existing railroad tracks within the project corridor is a potential source of shallow soil contamination. Contamination typically associated with railroad corridors include oil/grease, locomotive fuel (total petroleum hydrocarbon (TPH) as diesel), fossil fuel combustion products (PAHs), wood treating chemicals such as creosote and herbicides, slag ballast used to set the ties (heavy metals such as lead) and others.

Recommendation: Railroad tracks located within the project corridor appear to be a potential source of TPH contamination as identified in the TBA, and is subsequently addressed within the discussion above.

Import Fill
Historic research shows that near-surface soils in the CADA R Street Property corridor are imported fill from the late 19th or early 20th century. Due to the unknown source of fill material, there is a potential for elevated levels of potential contaminants, such as metals. Testing conducted in 2007 by the US EPA; indicate fill overlying alluvial sediments extend to the maximum depth of the majority of the 4-foot deep borings. The fill consists of a mixture of sandy gravel, silty sand, and clay containing various amounts of metal, wood, and organic materials.

Recommendation: Import Fill is addressed in the "CADA Property" discussion above.

5.2 Potential Contamination Associated with Adjacent Sites

Crystal Ice and Cold Storage, 1812 17th Street (Site #2, Figure 2),

This facility is out of business and the site is currently inactive. The original building remains on site. One UST (120 gallon, regular gasoline) was identified from a Building Permit Inspection Card.

Recommendation: No further action is recommended. Project improvements are not scheduled to impact the existing structure. If project improvements change and acquisition is to occur at this site, we recommend a site visit be conducted to investigate the potential presence of the UST, asbestos containing materials (ACM), lead containing paint (LCP), and/or other potential contamination issues associated with this site. Based on these findings, additional assessment/investigation may be required.

Orchard Supply Company, 1731 17th Street, (Site #3, Figure 2)

Previous site use included a junkyard/battery storage operation and an agricultural chemical retail and wholesale outlet. Past operations have resulted in the contamination of soil and groundwater with metals (arsenic and lead), pesticides (chlordane, dieldrin and DDT) and petroleum hydrocarbons. A Removal Action Workplan (RAW) addressed on-site soil contamination, specifying excavation of soils across the site ranging in depth from one to ten feet. DTSC is currently monitoring groundwater within and surrounding the site to determine the extent of the contamination. Groundwater assessment is focusing on VOCs and PAHs.

Recommendation: No further action is recommended. Currently it does not appear that ROW acquisition will occur on this property. If ROW acquisition is required, we recommend contacting DTSC to obtain proper regulatory guidance. This site is currently regulated by DTSC for known soil and groundwater contamination. As such, construction activities that will result in soil excavation within this parcel will require a DTSC approved soils management plan and health and safety plan. In addition, construction activities which extend to groundwater will require DTSC oversight including specific treatment/disposal conditions.

Tom and Toby's Automotive Clinic/Repairing, 1720 17th Street (Site #4, Figure 2)
This facility is out of business and the site is now a vacant lot between 16th and 17th Streets. The site was identified on Sanborn Maps from 1964 to 1970 as an Automobile Repair. Sanborn Maps were not available after 1970. The building can be seen in aerial photographs from 1952 through 1981. In the 1993 aerial photograph the entire site has been cleared.

Recommendation: No further action is recommended. Currently it does not appear that ROW acquisition will occur on this property. If ROW acquisition is required, we recommend further review and investigation of potential contamination impacts. The initial investigation should include an in depth records review, site inspection and interview with the property owner, and the local environmental health department. If no additional information is available, additional Phase II subsurface investigation may be needed.

A-1 Plating Co. (Inactive), 1721 16th Street (Site #5, Figure 2)

This facility is out of business and the site is now a vacant lot between 16th and 17th Streets. The site was identified on Sanborn Maps from 1957 to 1970 as a Plating Shop and Automobile Repair. Sanborn Maps were not available after 1970. The building can be seen in aerial photographs from 1952 through 1981. In the 1993 aerial photograph the entire site has been cleared.

Plating shops are a concern for surface soil contamination. Historically, plating operations were prone to site contamination due to the movement of parts through the plating process in an unenclosed system. Old shops often had trenches into which wastewater and waste solutions were deposited. Potential contaminants include cadmium, chromium, copper, lead, nickel, zinc and cyanide.

Recommendation: No further action is recommended. Currently it does not appear that ROW acquisition will occur on this property. If ROW acquisition is required, we recommend further review and investigation of potential contamination impacts. The initial investigation should include an in depth records review, site inspection and interview with the property owner, and the local environmental health department. If no additional information is available, additional Phase II subsurface investigation may be needed.

5.3 Potential Contamination from Sites not Immediately Adjacent to Project Corridor

BCI identified several sites within one block of the project corridor with known or potential soil/groundwater contamination. However, none of these sites were determined to have contamination issues that appear likely to affect the project corridor. These sites are discussed in Section 3.2 Summary of Records Search.

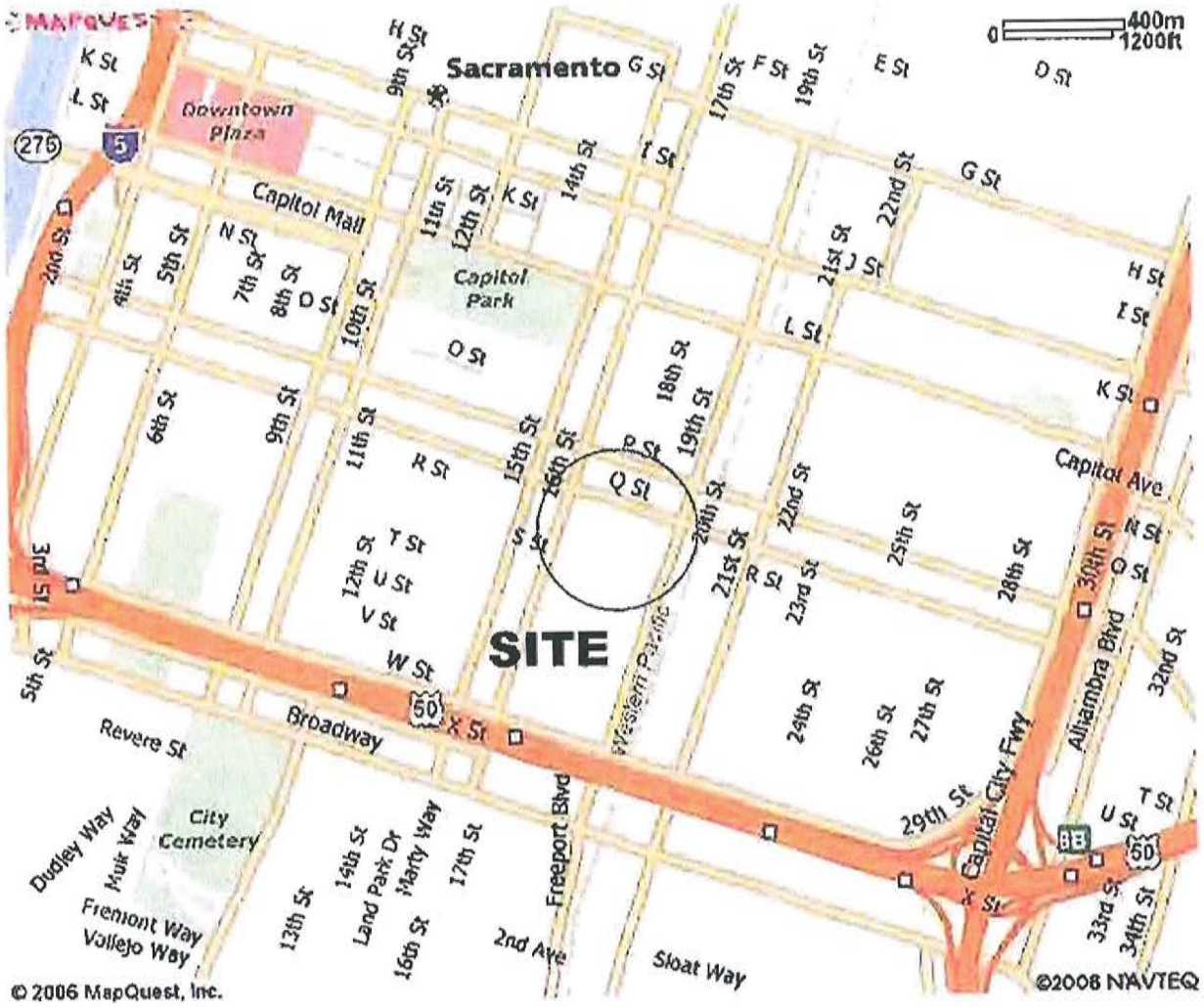
6 LIMITATIONS

The accompanying report summarizes the findings and opinions of Blackburn Consulting (BCI), with regard to the potential for hazardous materials to be present on the properties at concentrations likely to warrant mitigation under current statutes and guidelines. Our findings and opinions are based on information obtained on given dates or provided by specified individuals, through records review, site review, and related activities. Our information is only as good as the information provided to us. Conditions can change after we have made our observations. We cannot warrant or guarantee that hazardous materials do not exist at the described site. To further reduce your risk, an extensive invasive exploration may be necessary.

This report was prepared for the specific use of our client and applies only to the subject area. We are not responsible for interpretations by others of data presented in this report. This report does not represent a legal opinion. No warranty is expressed or implied. We base our conclusions in this report on judgment and experience. We performed this work in accordance with generally accepted standards of practice existing in northern California at the time of the assessment.

The scope of our investigation did not include determining the presence of radon, lead-based paint, or asbestos-containing materials. Identifying endangered species, geologic hazards, archeological sites, or ecologically sensitive areas are also beyond the scope of this report.

The governmental records portion of this report is derived from public records and is updated on a continual basis. For this reason, we do not advise you to use this information to base a decision after 90 days of the issue date of this report. Also, conditions at the site can and will change over time. Please contact BCI to revise this report to reflect new information.



N

Not to Scale

blackburn consulting
2437 Front Street
West Sacramento, CA 95691
Phone: (916) 375-8706
Fax: (916) 375-8709
www.blackburnconsulting.com

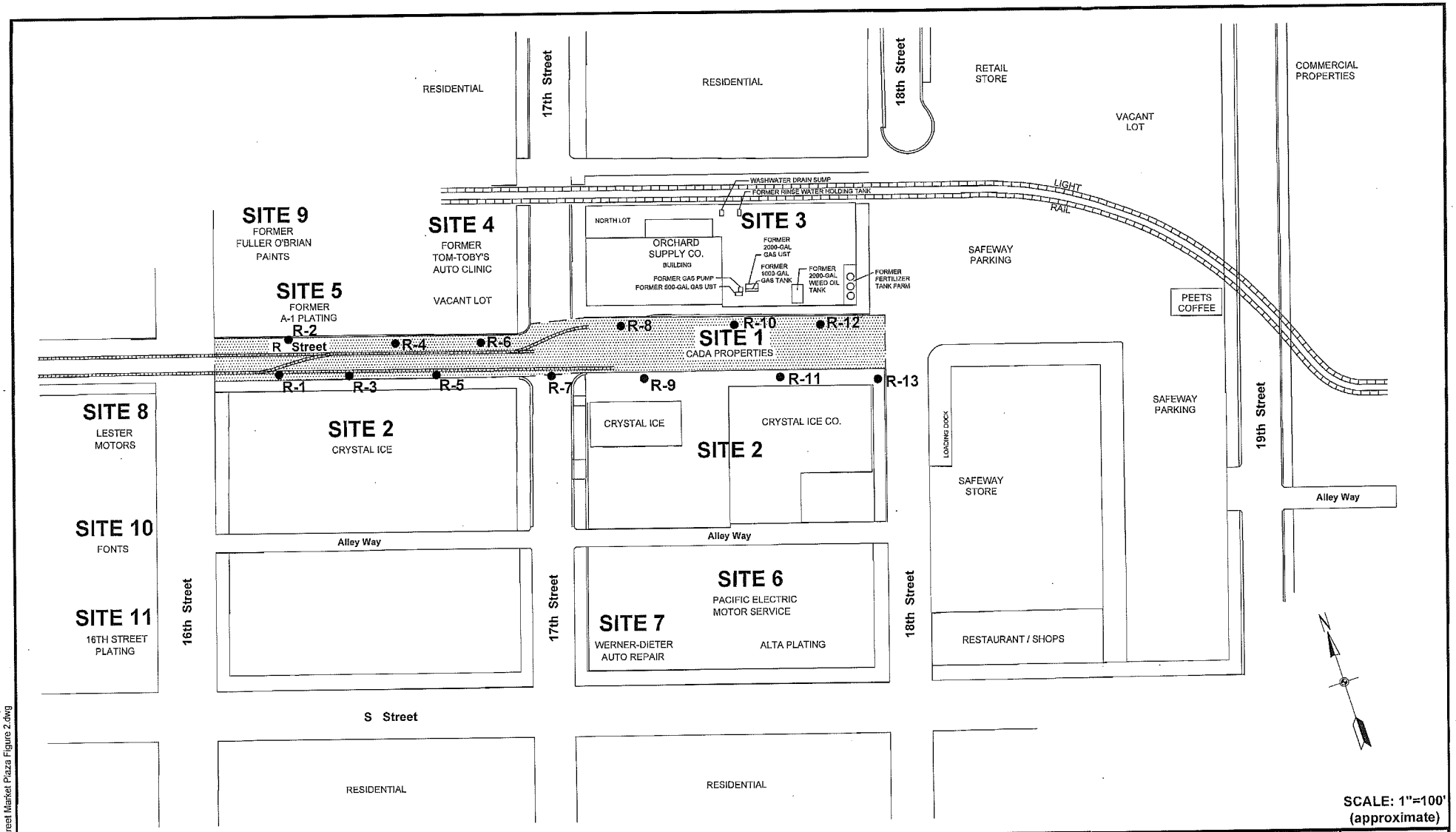
VICINITY MAP

R Street Market Plaza
Sacramento, California

File No. 1411.1

May 2009

Figure 1



LEGEND

● R-1 to R-13 targeted, Brownfields Assessment Sampling Locations

Source: Figure 8, ctcl Isoconcentration Map, Orchard Supply Company, Sacramento, CA by URS, plot date April 24, 2008.

blackburn consulting

2437 Front Street
West Sacramento,CA 95691
Phone: (916) 375-8706
Fax: (916) 375-8709
www.blackburnconsulting.com

SITE MAP

R Street Market Plaza
Sacramento, California

File No. 1411.1
May 2009
Figure 2

4/28/2009 1411.1 R Street Market Plaza Figure 2.dwg

APPENDIX A

Aerial Photographs
&
Aerial Photograph Summary

Aerial Photographs Summary:

1952 The area surrounding the corridor appears completely developed with existing commercial, warehouse, and residential structures. The roadway appears paved. The alignment of R Street is essentially the same as today.

1963 No notable changes.

1971 No notable changes.

1981 No notable changes.

1993 The lot north of R Street, between 16th and 17th Streets is completely cleared.

1998 No notable changes.

2005 The buildings, east of 18th Street, both the north and south of R Street are gone. Both sites have been redeveloped. The north side is a parking lot, the south side is a parking lot and new building.

R Street Market Plaza
R Street/17th Street
Sacramento, CA 95814

Inquiry Number: 2361930.5
November 13, 2008

The EDR Aerial Photo Decade Package

EDR® Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDRs professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

When delivered electronically by EDR, the aerial photo images included with this report are for ONE TIME USE ONLY. Further reproduction of these aerial photo images is prohibited without permission from EDR. For more information contact your EDR Account Executive.

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report AS IS. Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2008 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

Date EDR Searched Historical Sources:

Aerial Photography November 13, 2008

Target Property:

R Street/17th Street

Sacramento, CA 95814

Year	*Scale*	*Details*	*Source*
1952	Aerial Photograph. Scale: 1"=555'	Flight Year: 1952	PacificAir
1963	Aerial Photograph. Scale: 1"=555'	Flight Year: 1963	Cartwright
1971	Aerial Photograph. Scale: 1"=333'	Flight Year: 1971	Cartwright
1981	Aerial Photograph. Scale: 1"=333'	Flight Year: 1981	Cartwright
1993	Aerial Photograph. Scale: 1"=666'	Flight Year: 1993	USGS
1998	Aerial Photograph. Scale: 1"=666'	Flight Year: 1998	USGS
2005	Aerial Photograph. Scale: 1"=484'	Flight Year: 2005	EDR

INQUIRY #: 2361930.5
YEAR: 1952
= 555'
N

INQUIRY #: 2361930.5
YEAR: 1963
= 555'
N

INQUIRY #: 2361930.5
YEAR: 1971
= 333'
N

INQUIRY #: 2361930.5
YEAR: 1981
= 333'
N

INQUIRY #: 2361930.5
YEAR: 1993
= 666'
N

INQUIRY #: 2361930.5
YEAR: 1998
= 666'
N

INQUIRY #: 2361930.5
YEAR: 2005
= 484'
N

APPENDIX B

Topographic Maps
&
Topographic Map Summary

Topographic Map Summary:

1902 USGS Fair Oaks Quad, Scale 1:62500

- The downtown roadway grid exists.
- R Street's alignment is concurrent with the 21 foot contour.
- An unnamed railroad line appears to run down R Street.

1949 USGS Sacramento East Quad, and Sacramento West Quad, Scale 1:24000

- 16th Street is identified as an arterial roadway.
- Southern Pacific railroad is identified along R Street.
- Western Pacific railroad is located ½ blocks to the north between Q and R Streets. Along the project corridor (between 19th and 18th Streets) the railroad parallels R Street.
- A new railroad spur is visible along R Street east of 16th Street.

1954 USGS Fair Oaks Quad, Scale 1:62500, and 1954 USGS Sacramento East Quad, Scale 1:24000

- No noted changes from 1949.

1967 USGS Sacramento East Quad, Scale 1:24000

- 16th Street, renamed Highway 160, is one way (2-lanes, both north-bound.)

1975 USGS Sacramento West Quad (Photo revised from 1967), Scale 1:24000

- No noted changes from 1967.

1992 USGS Sacramento West Quad, Scale 1:24000

- The Western Pacific railroad now a light rail line.
- Southern Pacific railroad is no longer identified.

R Street Market Plaza
R Street/17th Street
Sacramento, CA 95814

Inquiry Number: 2361930.4
November 12, 2008

The EDR Historical Topographic Map Report

EDR® Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

EDR Historical Topographic Map Report

Environmental Data Resources, Inc.s (EDR) Historical Topographic Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topographic Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the early 1900s.

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

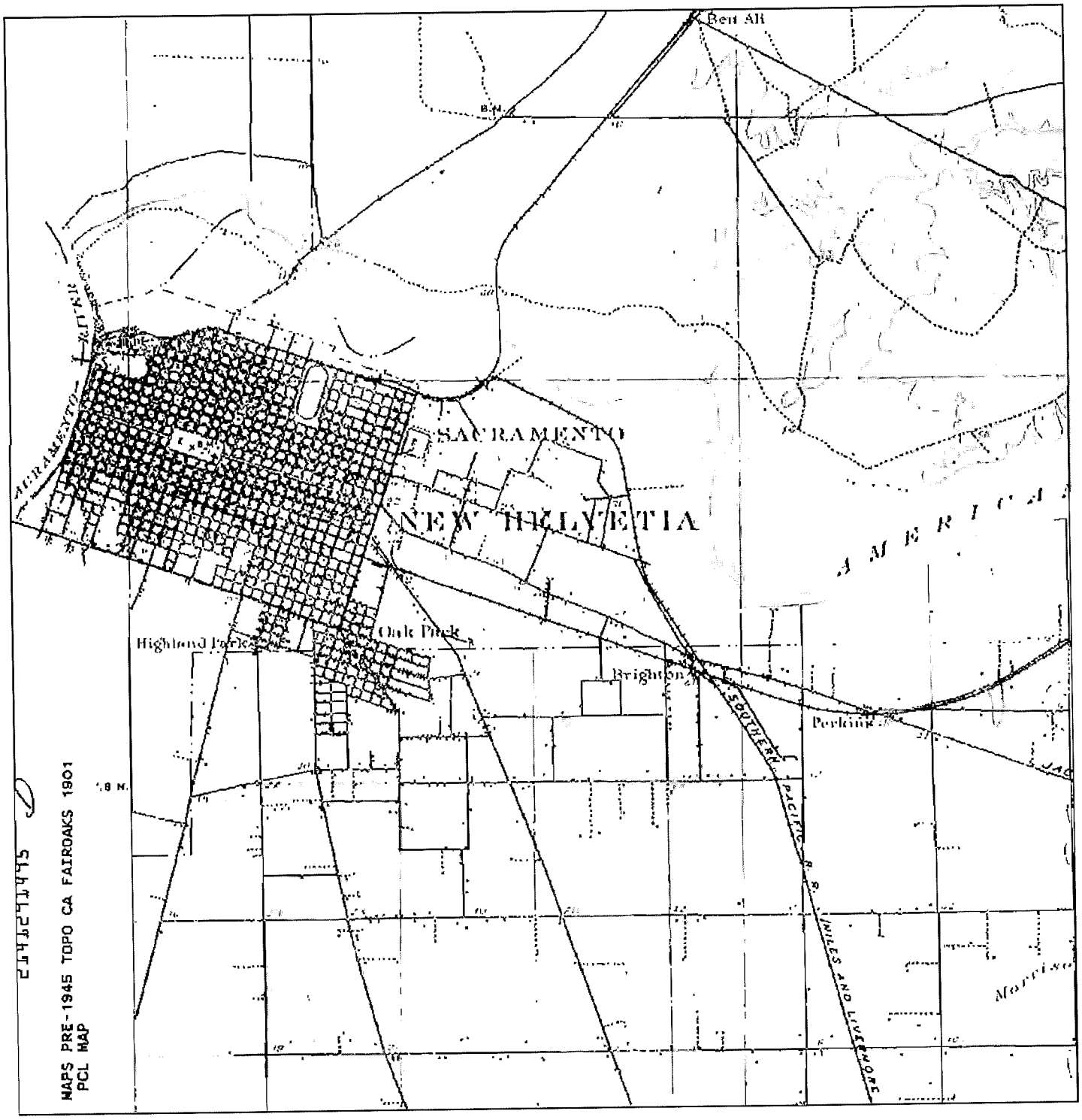
Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report AS IS. Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2008 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

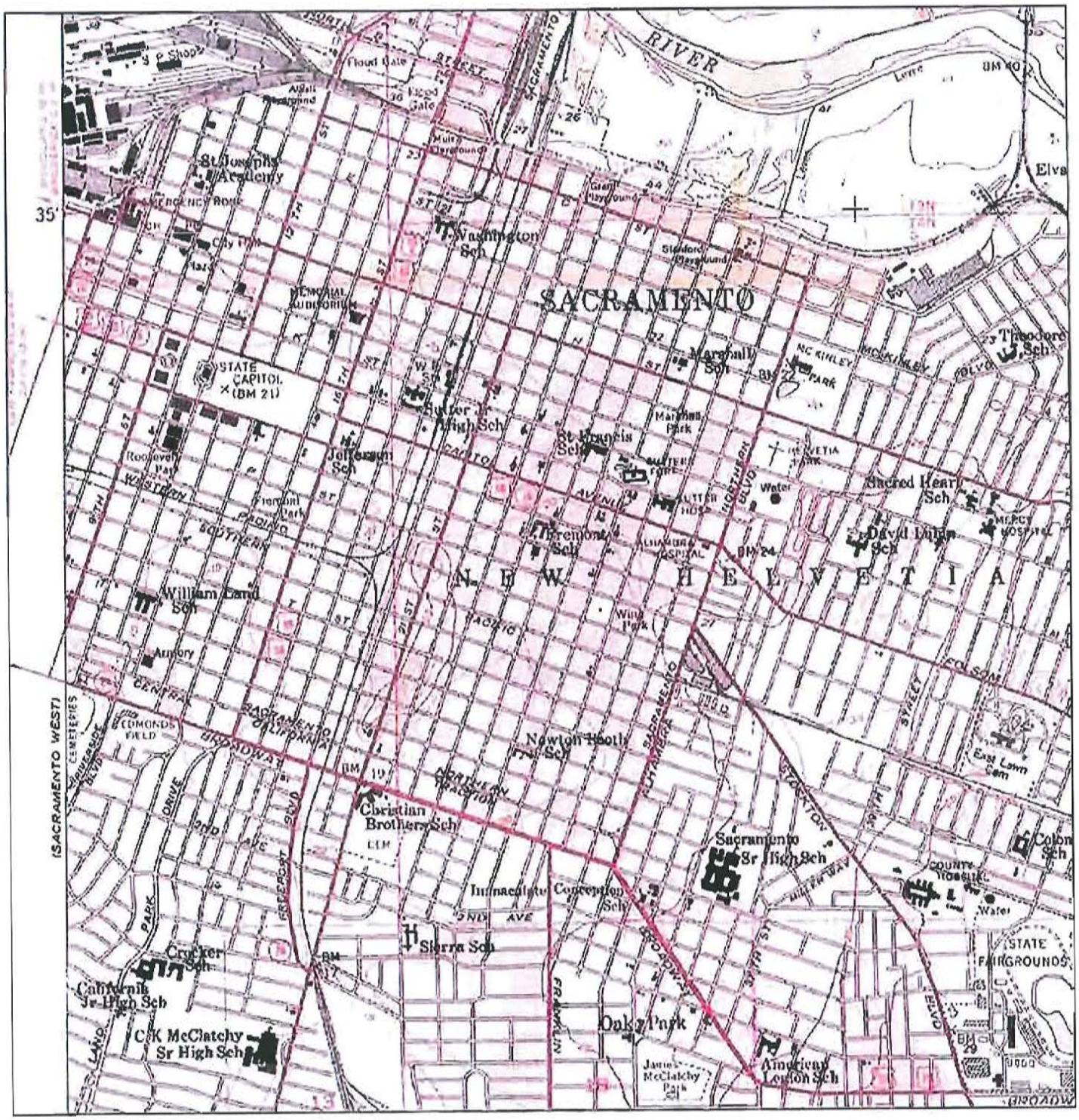
EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

Historical Topographic Map



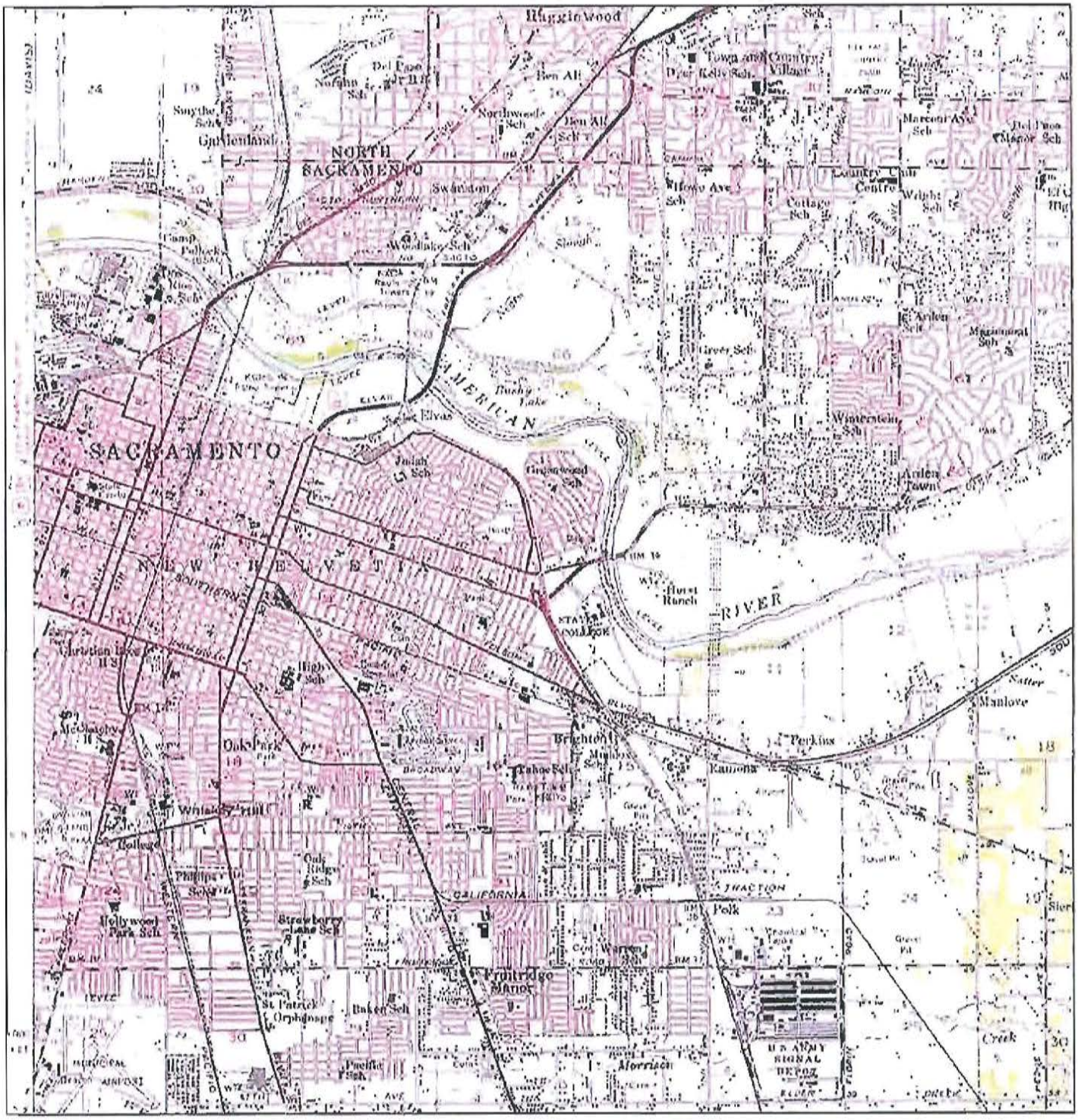
N ↑	TARGET QUAD NAME: FAIR OAKS MAP YEAR: 1902 SERIES: 15 SCALE: 1:62500	SITE NAME: R Street Market Plaza ADDRESS: R Street/17th Street Sacramento, CA 95814 LAT/LONG: 38.569 / 121.488	CLIENT: Blackburn Consulting CONTACT: Laura Long INQUIRY#: 2361930.4 RESEARCH DATE: 11/12/2008

Historical Topographic Map



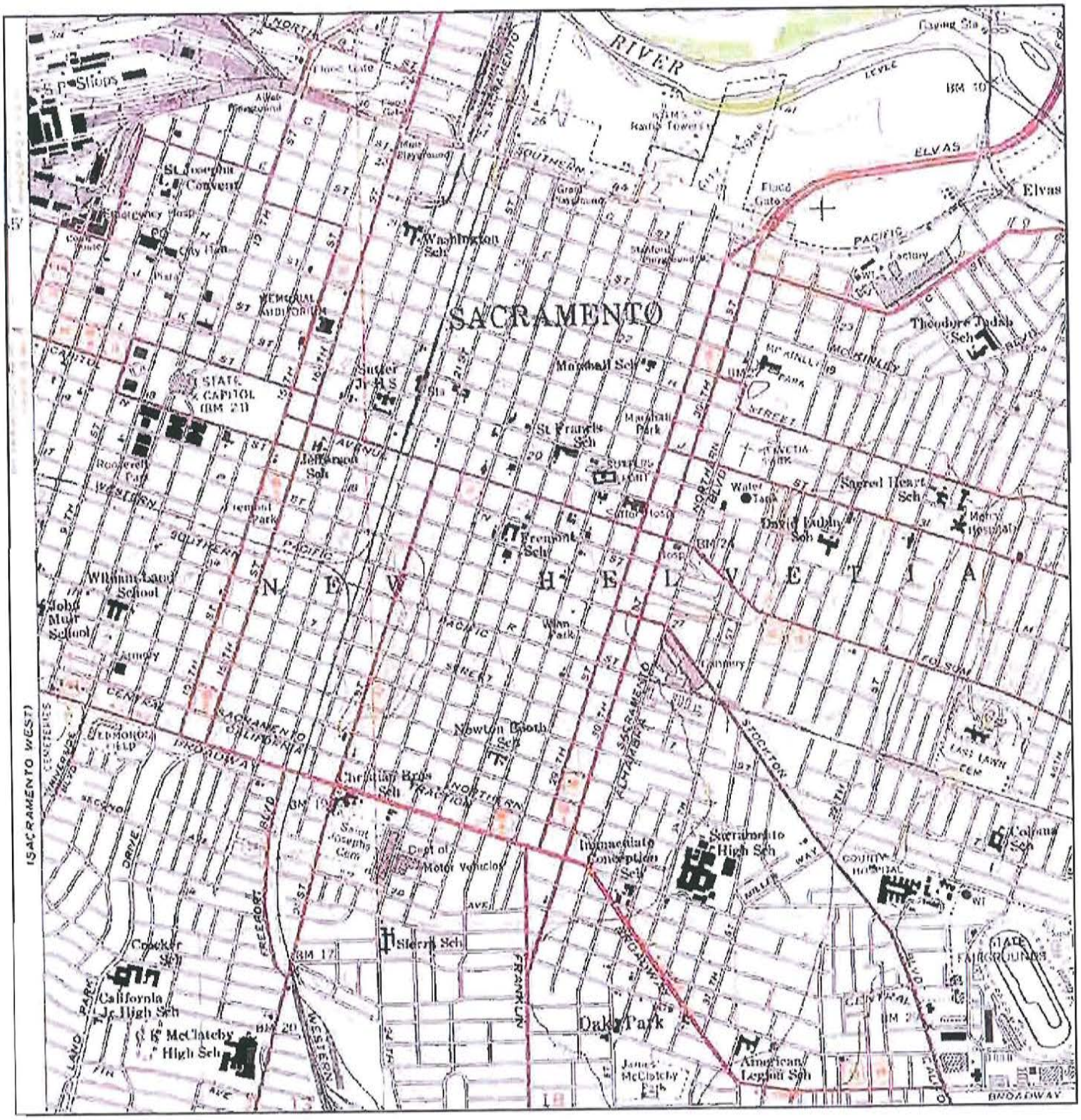
N ↑	TARGET QUAD NAME: SACRAMENTO EAST MAP YEAR: 1949 SERIES: 7.5 SCALE: 1:24000	SITE NAME: R Street Market Plaza ADDRESS: R Street/17th Street Sacramento, CA 95814 LAT/LONG: 38.569 / 121.488	CLIENT: Blackburn Consulting CONTACT: Laura Long INQUIRY#: 2361930.4 RESEARCH DATE: 11/12/2008

Historical Topographic Map



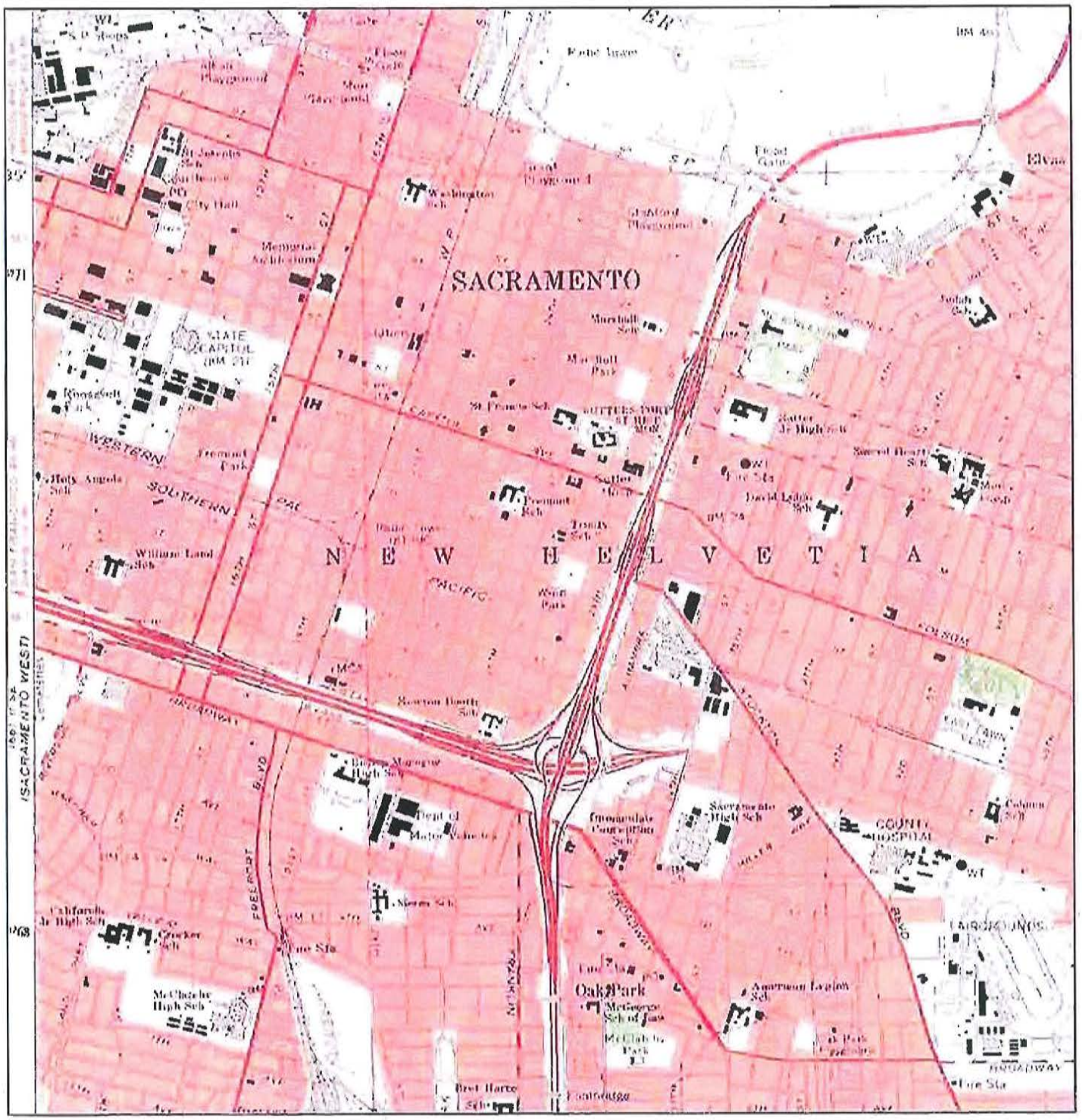
N	TARGET QUAD NAME: FAIR OAKS MAP YEAR: 1954 SERIES: 15 SCALE: 1:62500	SITE NAME: R Street Market Plaza ADDRESS: R Street/17th Street Sacramento, CA 95814 LAT/LONG: 38.569 / 121.488	CLIENT: Blackburn Consulting CONTACT: Laura Long INQUIRY#: 2361930.4 RESEARCH DATE: 11/12/2008

Historical Topographic Map



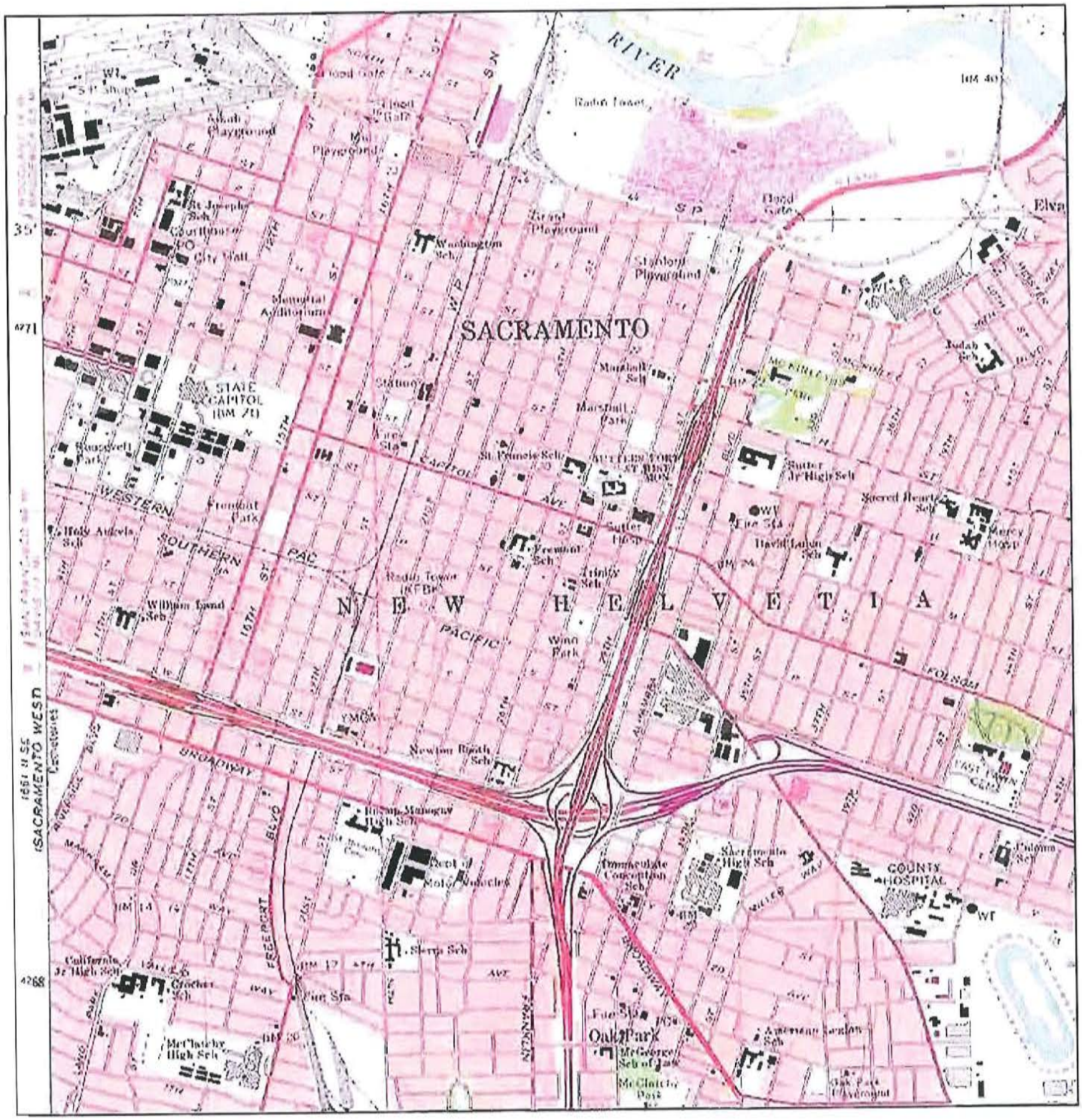
N	TARGET QUAD NAME: SACRAMENTO EAST MAP YEAR: 1954 SERIES: 7.5 SCALE: 1:24000	SITE NAME: R Street Market Plaza ADDRESS: R Street/17th Street Sacramento, CA 95814 LAT/LONG: 38.569 / 121.488	CLIENT: Blackburn Consulting CONTACT: Laura Long INQUIRY#: 2361930.4 RESEARCH DATE: 11/12/2008

Historical Topographic Map



N ↑	TARGET QUAD NAME: SACRAMENTO EAST MAP YEAR: 1967 SERIES: 7.5 SCALE: 1:24000	SITE NAME: R Street Market Plaza ADDRESS: R Street/17th Street Sacramento, CA 95814 LAT/LONG: 38.569 / 121.488	CLIENT: Blackburn Consulting CONTACT: Laura Long INQUIRY#: 2361930.4 RESEARCH DATE: 11/12/2008

Historical Topographic Map



N	TARGET QUAD NAME: SACRAMENTO EAST MAP YEAR: 1975 PHOTOREVISED FROM:1967 SERIES: 7.5 SCALE: 1:24000	SITE NAME: R Street Market Plaza ADDRESS: R Street/17th Street Sacramento, CA 95814 LAT/LONG: 38.569 / 121.488	CLIENT: Blackburn Consulting CONTACT: Laura Long INQUIRY#: 2361930.4 RESEARCH DATE: 11/12/2008

Historical Topographic Map

N	TARGET QUAD NAME: SACRAMENTO EAST MAP YEAR: 1992 SERIES: 7.5 SCALE: 1:24000	SITE NAME: R Street Market Plaza ADDRESS: R Street/17th Street Sacramento, CA 95814 LAT/LONG: 38.569 / 121.488	CLIENT: Blackburn Consulting CONTACT: Laura Long INQUIRY#: 2361930.4 RESEARCH DATE: 11/12/2008

APPENDIX C

Sanborn Map Summary
&
Sanborn Maps

Sanborn Map Summary:

Descriptions identified by italics are taken directly from the Sanborn maps.

North of R Street between 16th and 17th Streets (Existing Vacant Lot):

- 1895 Subdivided into multiple parcels.
- 1915 Residential dwellings.
- 1950 Residential dwellings gone.
- 1950 *State of California general supplies warehouse*, tire service (*gas and oil in yard*), a church, plating shop (at southeast corner) and one vacant parcel occupy the entire block. Railroad spur exists along the north side of the *State of California general supplies warehouse*.
- 1952 No apparent changes.
- 1957 *State of California general supplies warehouse* is now listed as *Plating and Auto Repair*. The previously noted *Plating Shop* (at southeast corner) is now identified as a *Hall*.
- 1957 Railroad spur north of the *Plating and Auto Repair* building is modified to connect with the existing freight tracks that runs between Q and R Streets in the Q-R Street alley.
- 1964 A new *Auto Repair Shop* is located in the previously vacant parcel next to the *Plating and Auto Repair*.
- 1965, 1966, 1968, 1970 No changes noted.

Former Orchard Supply Site. North of R Street between 17th and 18th Streets:

- 1895 Subdivided into multiple parcels. One residential dwelling in the northeast corner.
- 1915 Identified as *Coal and Wood*. A short railroad spur (originating at the intersection of 17th and R Streets) from the Southern Pacific Railroad terminates at the *Coal and Wood* storage. Two residential dwellings are located north of the *Coal and Wood* storage.
- 1950 Residential dwellings are gone. The *Coal and Wood* storage is now *Orchard Supply Warehouse* and *Junkyard*.
- 1952 The *Junkyard* is gone.
- 1957, 1960, 1964, 1965, 1966, 1968, and 1970 No changes noted.

Crystal Ice between 16th and 17th Streets (south of R Street):

- 1895 The area south of R Street is not covered by the Sanborn map.
- 1915 Three dwellings, one undeveloped lot, and a large *Vacant Warehouse* are identified.
- 1950 The dwellings and warehouse are replaced with the *Crystal Ice Plant and Cold Storage Areas*.
- 1950 A short railroad spur services the south side of R Street.

- 1952, 1957, 1960, 1964, 1965, 1966, 1968, and 1970 No changes noted.

Crystal Ice between 17th and 18th Streets (south of R Street):

- 1895 The area south of R Street is not covered by the 1895 Sanborn map.
- 1915 Vacant lot.
- 1950 *Mill Feed Grinding and Storage*, *Grocery Warehouse* and *Wholesale Grocers* occupy the site.
- 1950 A short railroad spur services the south side of R Street.
- 1957 No changes noted.

Railroad Tracks:

- 1895 Southern Pacific Railroad (SPRR) tracks aligned in the center of R Street pass through the project area.
- 1915 Western Pacific Freight train tracks are located in the Q-R Street Alley north of the project area.
- 1950 A short railroad spur from the SPRR services the north side of R Street terminating at the Motor Freight Depot. Two short railroad spurs service the south side of R Street, one between 17th and 18th Streets, and one between 16th and 17th Streets.
- 1960 The short railroad spur to the Motor Freight depot is gone.
- 1964, 1965, 1966, 1968, and 1970 No changes noted.

Southwest corner of R and 16th Streets.

- 1915 Half of the lot is vacant; the other half is occupied by *John Breuner Co. Furnace Factory*, *Palm Bridge Iron Works*, *Ornamental Iron Works*, and *Hanrahan Brothers Fuel Yard* (*wood and coal*).
- 1950 The vacant half and *John Breuner Co. Furnace Factory* are now combined and labeled *Wholesale General Merchandise*.
- 1968 The portion identified as *Wholesale General Merchandise* is now an *Iron Works Shop*.
- 1970 No changes noted.

Northwest corner of R and 16th Streets.

- 1915 The site is labeled as a *Contractor's Materials Yard*.
- 1950 The *Contractor's Materials Yard* is replaced by *Motor Freight Depot*.
- 1950 A short railroad spur from the SPRR services the *Motor Freight Depot*.
- 1952 A *Motorcycle Repair Shop* is located north of the *Motor Freight Depot*.
- 1957 The *Motorcycle Repair Shop* is replaced by an *Auto Parts* store.
- 1960 The *Auto Parts* store is replaced by a *Paint Store*. The short railroad spur to the *Motor Freight Depot* is gone.
- 1964 The *Motor Freight depot* is replaced by a *Glass Warehouse*.
- 1965 The *Glass Warehouse* is replaced by a *Floor Covers Warehouse*.

Northeast and southeast corners of R and 18th Streets:

- 1950 Seed *and Fertilizer Warehouse* at the north east corner.
- 1957 The *Seed and Fertilizer Warehouse* is replaced by a *Tire Storage and Tire Vulcanizer* and a *Bottled Water Store*.
- 1957 A *Machine Shop (chemical tank on wheels)* at the southeast corner.
- 1960, 1964, 1965, 1966, 1968, and 1970 No changes noted.

R Street Market Plaza
R Street/17th Street
Sacramento, CA 95811

Inquiry Number: 2361930.3s
November 12, 2008

Certified Sanborn® Map Report

EDR® Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

11/12/08

Site Name:
R Street Market Plaza
R Street/17th Street
Sacramento, CA 95811

Client Name:
Blackburn Consulting
11521 Blocker Drive
Auburn, CA 95603

EDR® Environmental Data Resources Inc

EDR Inquiry # 2361930.3s

Contact: Laura Long

The complete Sanborn Library collection has been searched by EDR, and fire insurance maps covering the target property location provided by Blackburn Consulting were identified for the years listed below. The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by Sanborn Library LLC, the copyright holder for the collection.

Certified Sanborn Results:

Site Name: R Street Market Plaza
Address: R Street/17th Street
City, State, Zip: Sacramento, CA 95811
Cross Street:
P.O. # 1411.1
Project: R Street Market
Certification # C4AE-43BE-A1CF

Sanborn® Library search results
Certification # C4AE-43BE-A1CF

Maps Identified - Number of maps indicated within "( )"

1970 (1)	1957 (1)
1968 (1)	1952 (1)
1966 (1)	1950 (1)
1965 (1)	1915 (1)
1964 (1)	
1960 (1)	

Total Maps: 10

The Sanborn Library includes more than 1.2 million Sanborn fire insurance maps, which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ☑ Library of Congress
- ☑ University Publications of America
- ☑ EDR Private Collection

Limited Permission To Make Copies

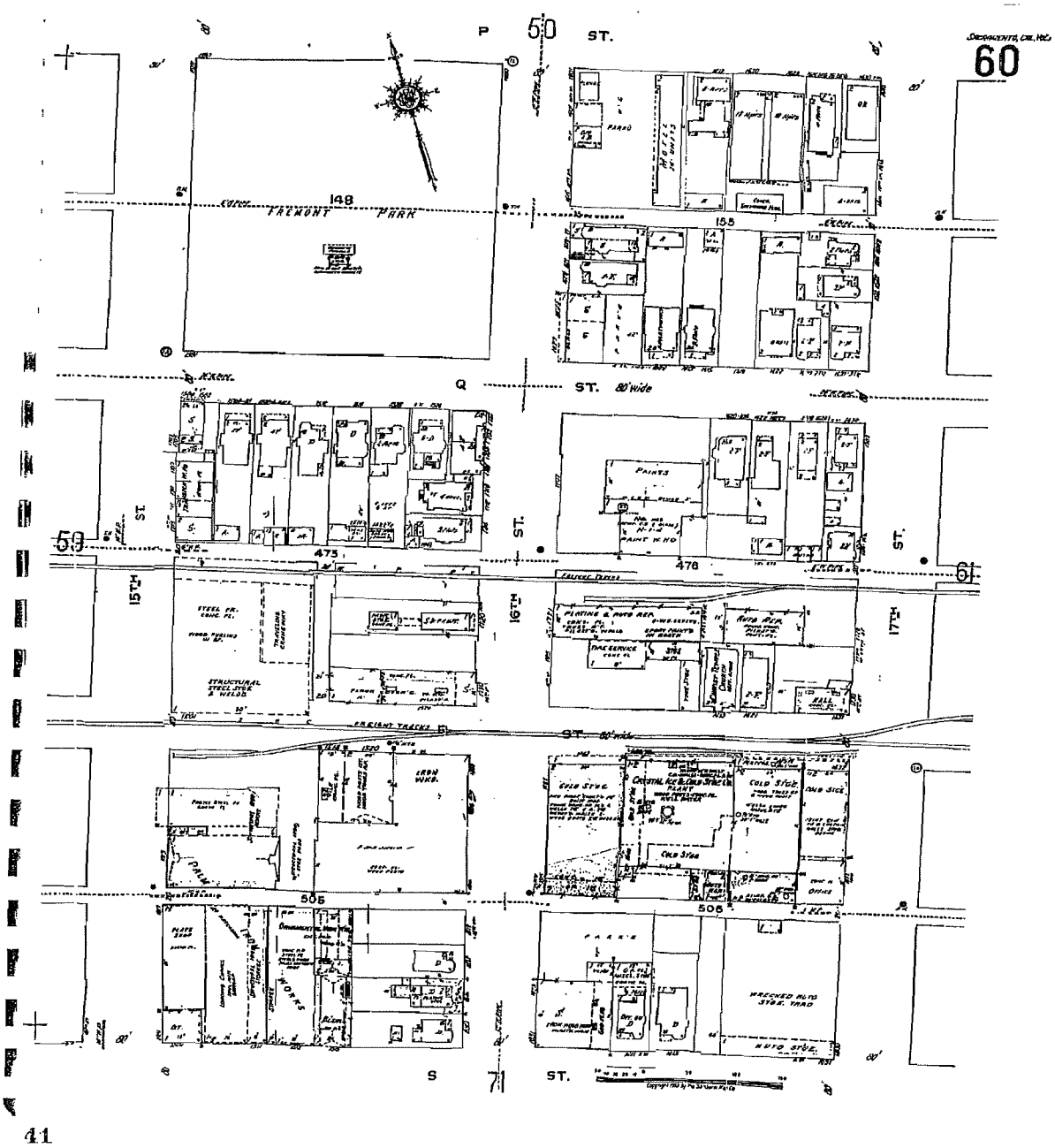
Blackburn Consulting (the client) is permitted to make up to THREE photocopies of this Sanborn Map transmittal and each fire insurance map accompanying this report solely for the limited use of its customer. No one other than the client is authorized to make copies. Upon request made directly to an EDR Account Executive, the client may be permitted to make a limited number of additional photocopies. This permission is conditioned upon compliance by the client, its customer and their agents with EDR's copyright policy; a copy of which is available upon request.

Disclaimer - Copyright and Trademark notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2008 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

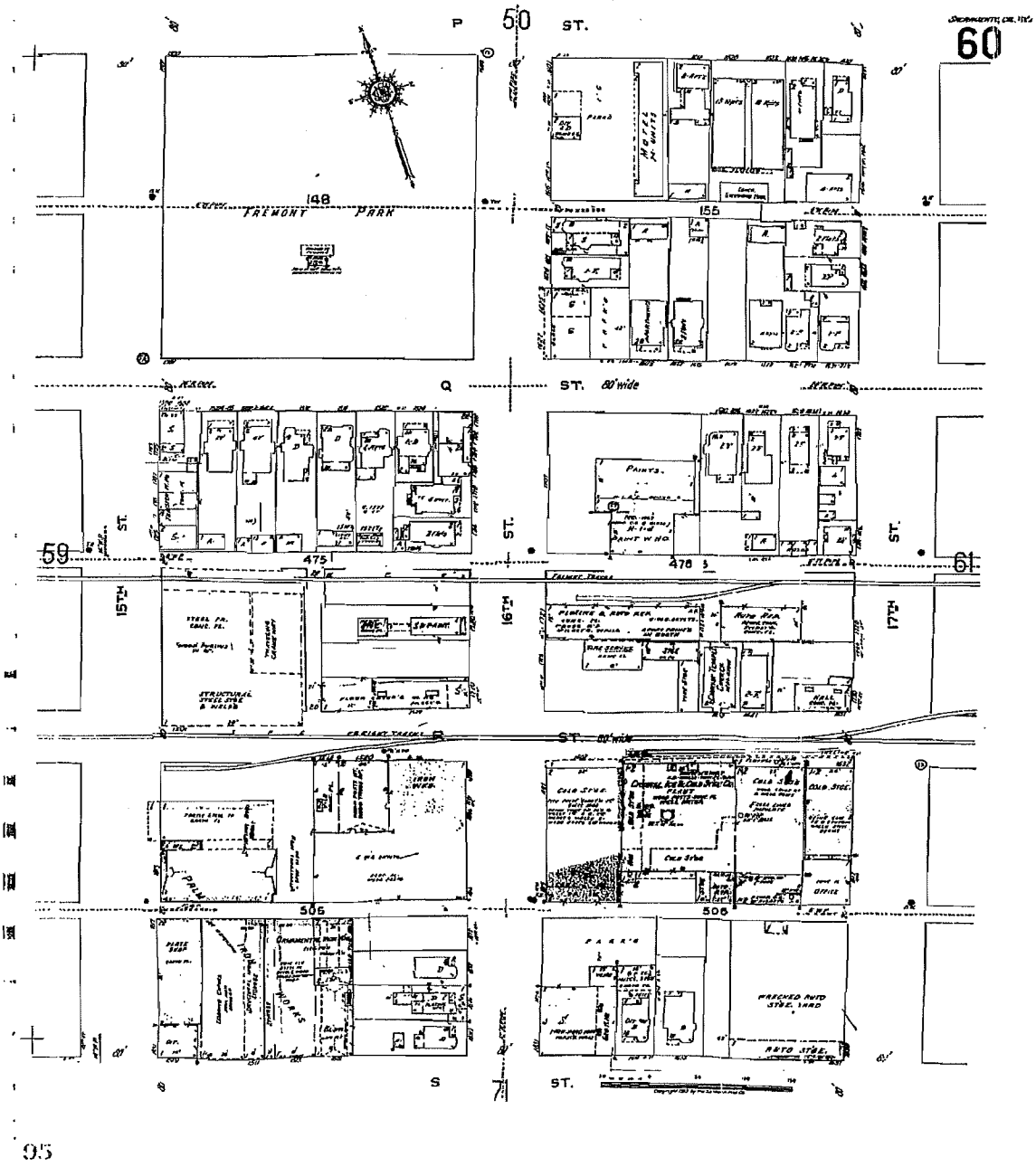


The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # C4AE-43BE-A1CF

Site Name:	R Street Market Plaza
Address:	R Street/17th Street
City, ST, ZIP:	Sacramento CA 95811
Client:	Blackburn Consulting
EDR Inquiry:	2361830.3s
Order Date:	11/12/2008 1:43:17 PM
Certification #	C4AE-43BE-A1CF

Copyright: 1970



The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

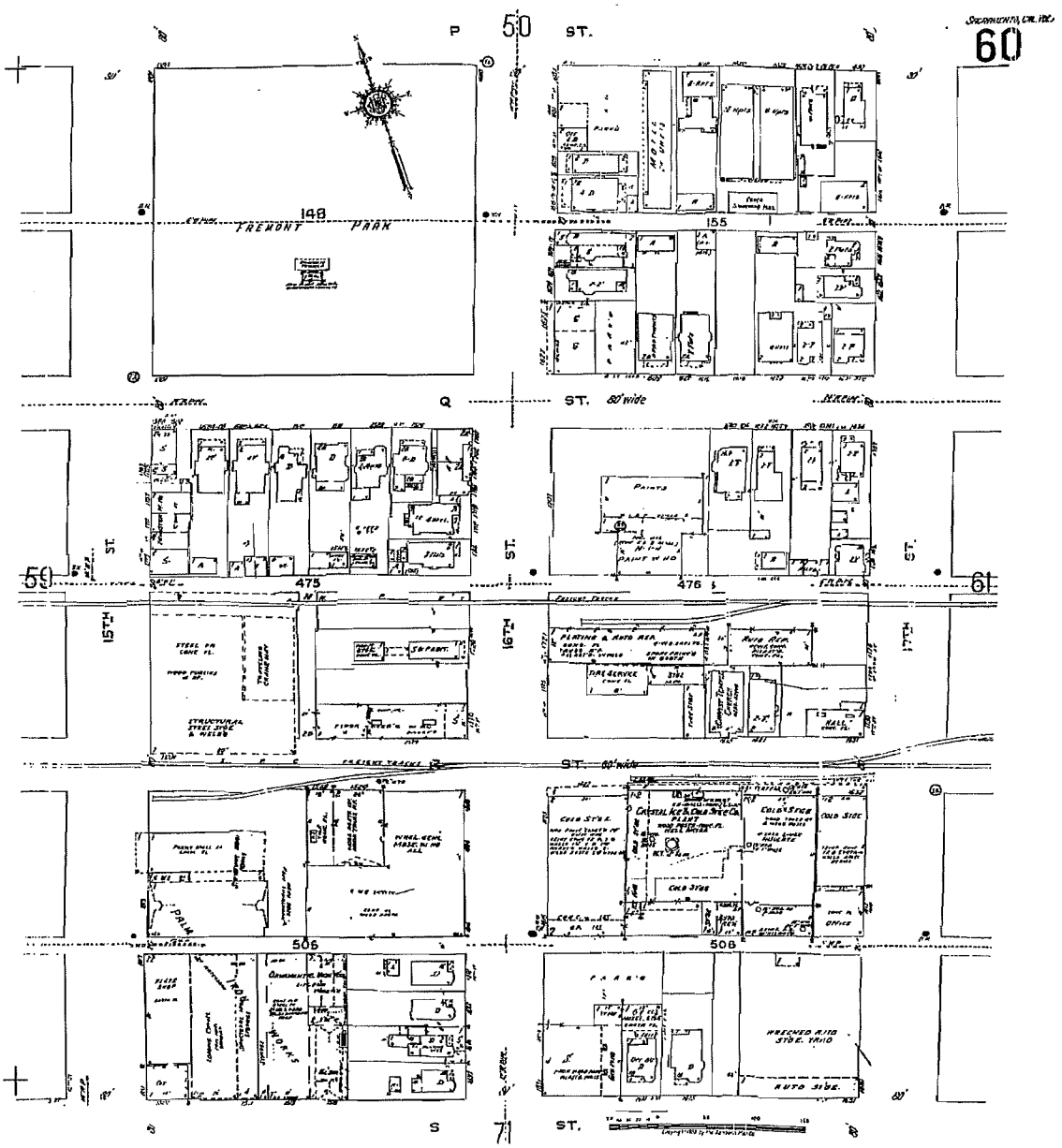
Certification # C4AE-43BE-A1CF

Site Name: R Street Market Plaza
Address: R Street/17th Street

City, ST, ZIP: Sacramento CA 95811

Client: Blackburn Consulting
EDR Inquiry: 2361930.3s
Order Date: 11/12/2008 1:43:17 PM
Certification # C4AE-43BE-A1CF

Copyright: 1968

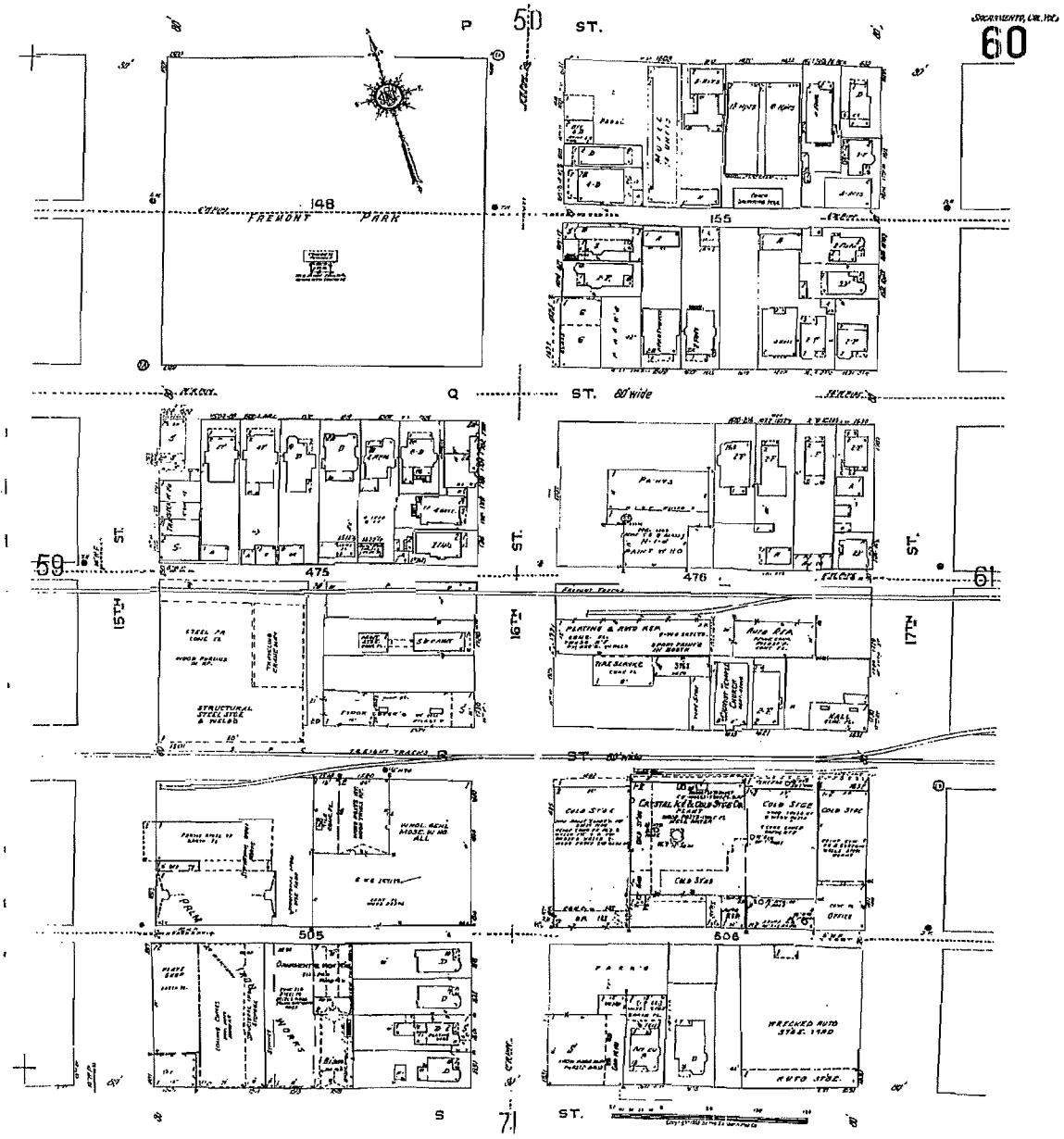


The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # C4AE-43BE-A1CF

Site Name:	R Street Market Plaza
Address:	R Street/17th Street
City, ST, ZIP:	Sacramento CA 95811
Client:	Blackburn Consulting
EDR Inquiry:	2361930.3s
Order Date:	11/12/2008 1:43:17 PM
Certification #	C4AE-43BE-A1CF

Copyright: 1966



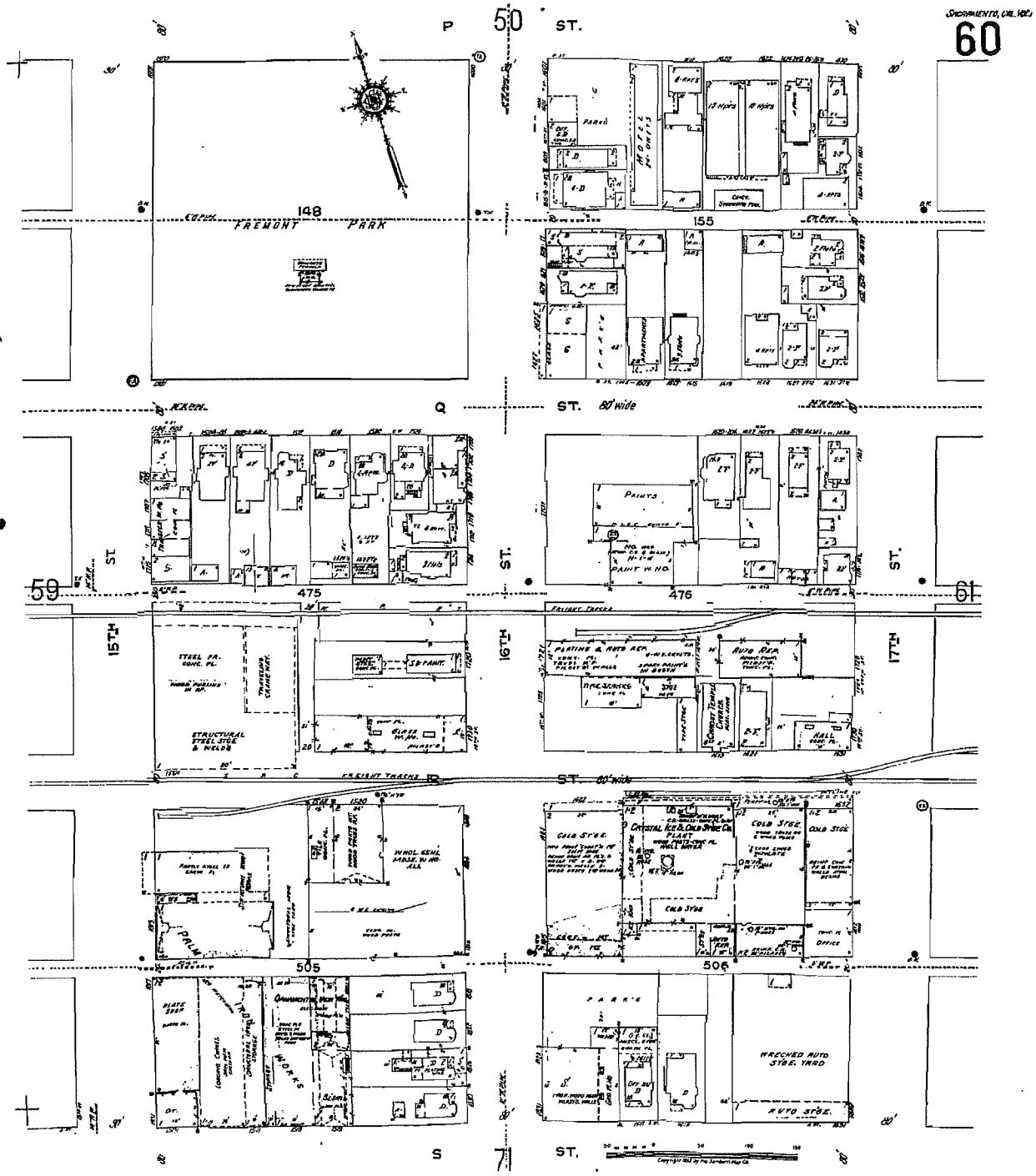
The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # C4AE-43BE-A1CF

Site Name: R Street Market Plaza
Address: R Street/17th Street
City, ST, ZIP: Sacramento CA 95811

Client: Blackburn Consulting
EDR Inquiry: 2361930.3s
Order Date: 11/12/2008 1:43:17 PM
Certification # C4AE-43BE-A1CF

Copyright: 1965



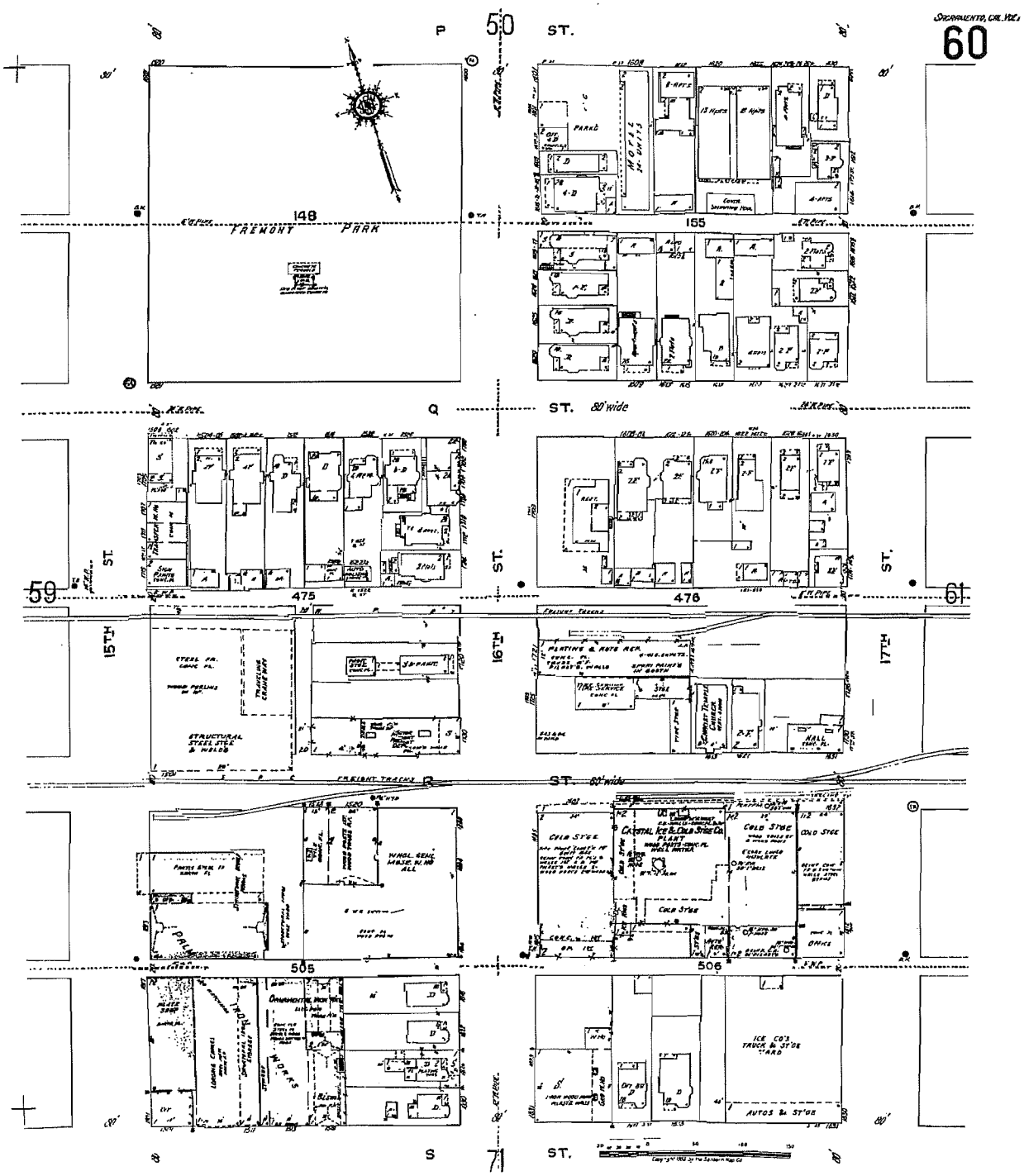
The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # C4AE-43BE-A1CF

89

Site Name:	R Street Market Plaza
Address:	R Street/17th Street
City, ST, ZIP:	Sacramento CA 95811
Client:	Blackburn Consulting
EDR Inquiry:	2361930.3s
Order Date:	11/12/2008 1:43:17 PM
Certification #	C4AE-43BE-A1CF

Copyright: 1964



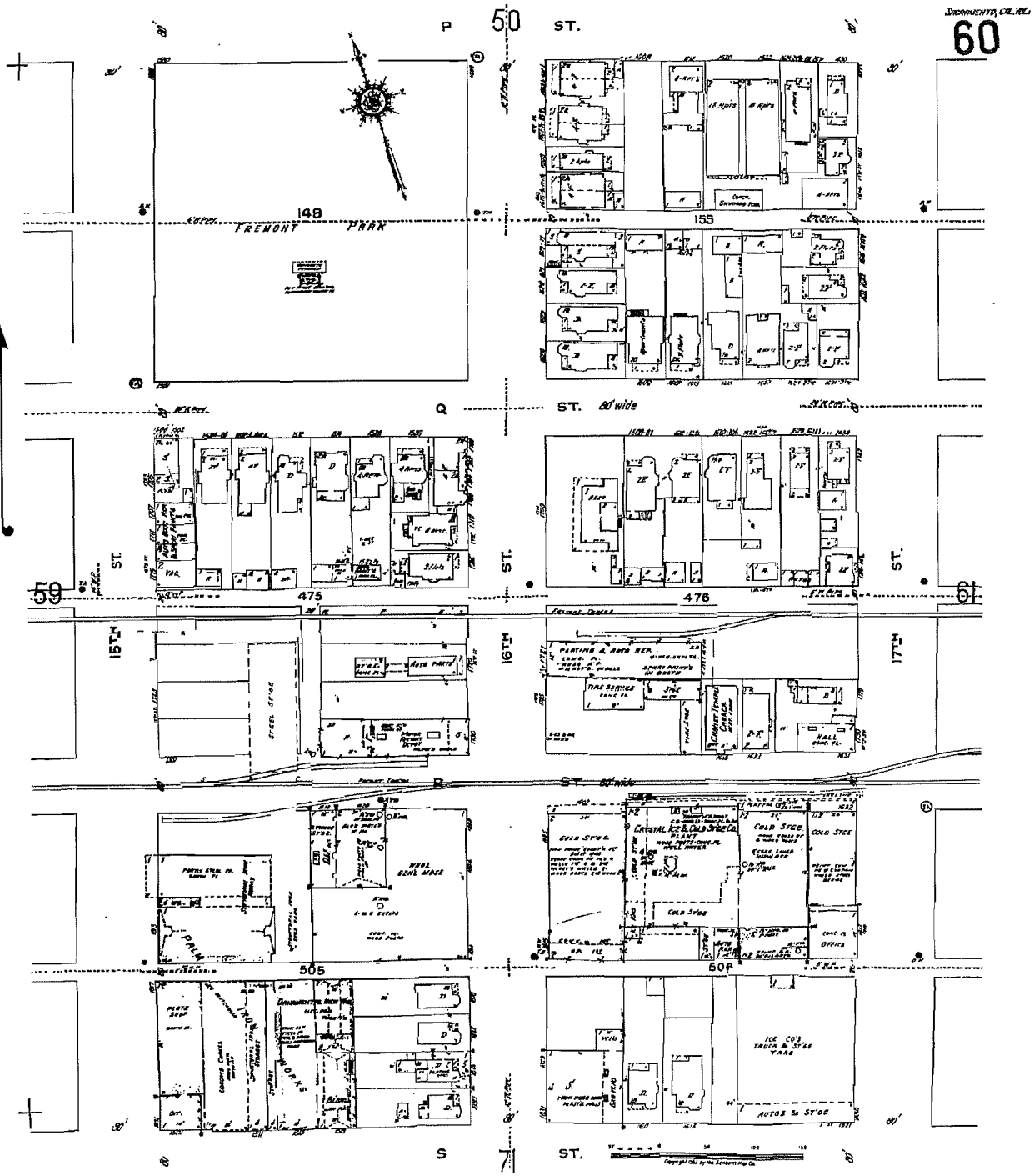
The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # C4AE-43BE-A1CF

111

Site Name:	R Street Market Plaza
Address:	R Street/17th Street
City, ST, ZIP:	Sacramento CA 95811
Client:	Blackburn Consulting
EDR Inquiry:	2361930.3s
Order Date:	11/12/2008 1:43:17 PM
Certification #	C4AE-43BE-A1CF

Copyright: 1960



The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

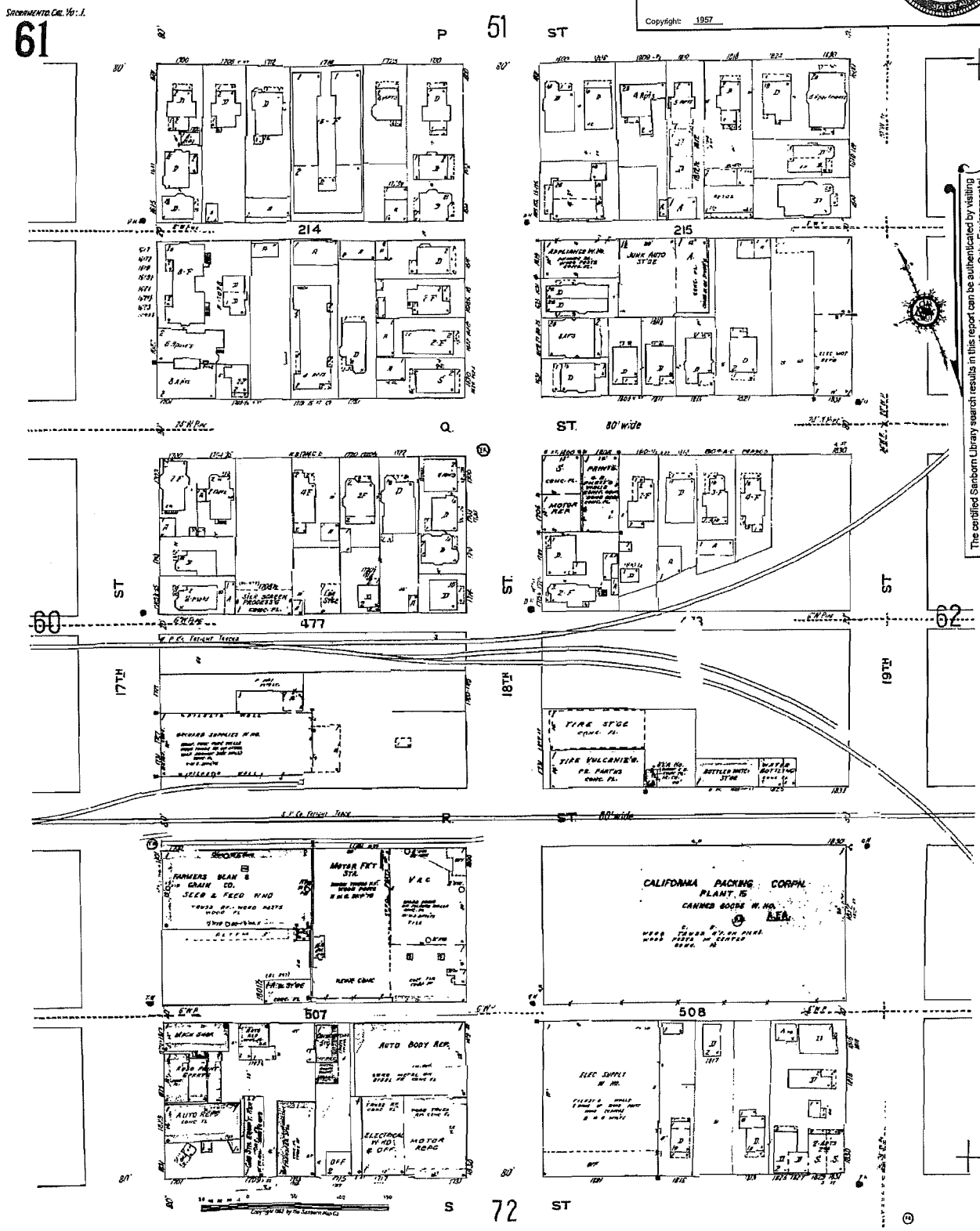
Certification # C4AE-43BE-A1CF

35

Site Name:	R Street Market Plaza
Address:	R Street/17th Street
City, ST, ZIP:	Sacramento CA 95811
Client:	Blackborn Consulting
EDR Inquiry:	2361930.3s
Order Date:	11/12/2008 1:43:17 PM
Certification #	C4AE-43BE-A1CF

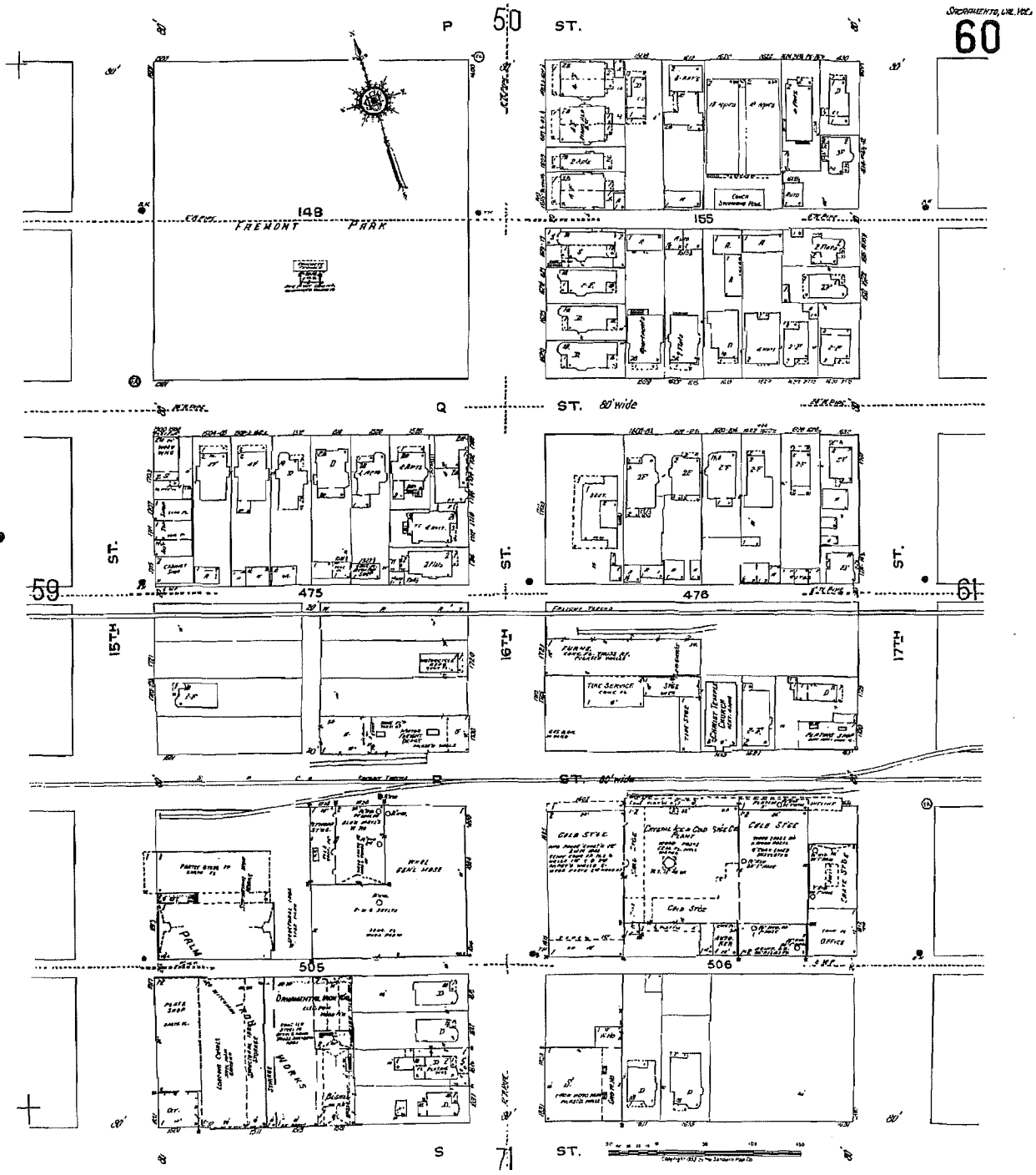
Copyright: 1957

Site Name: R Street Market Plaza
Address: R Street/17th Street
City, ST, ZIP: Sacramento CA 95811
Client: Blackburn Consulting
EDR Inquiry: 2366000.1s
Order Date: 11/18/2008 2:07:07 PM
Certification # 4760-4D8C-BE81
Copyright: 1957



The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 4760-4D8C-BE81



The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # C4AE-43BE-A1CF

65

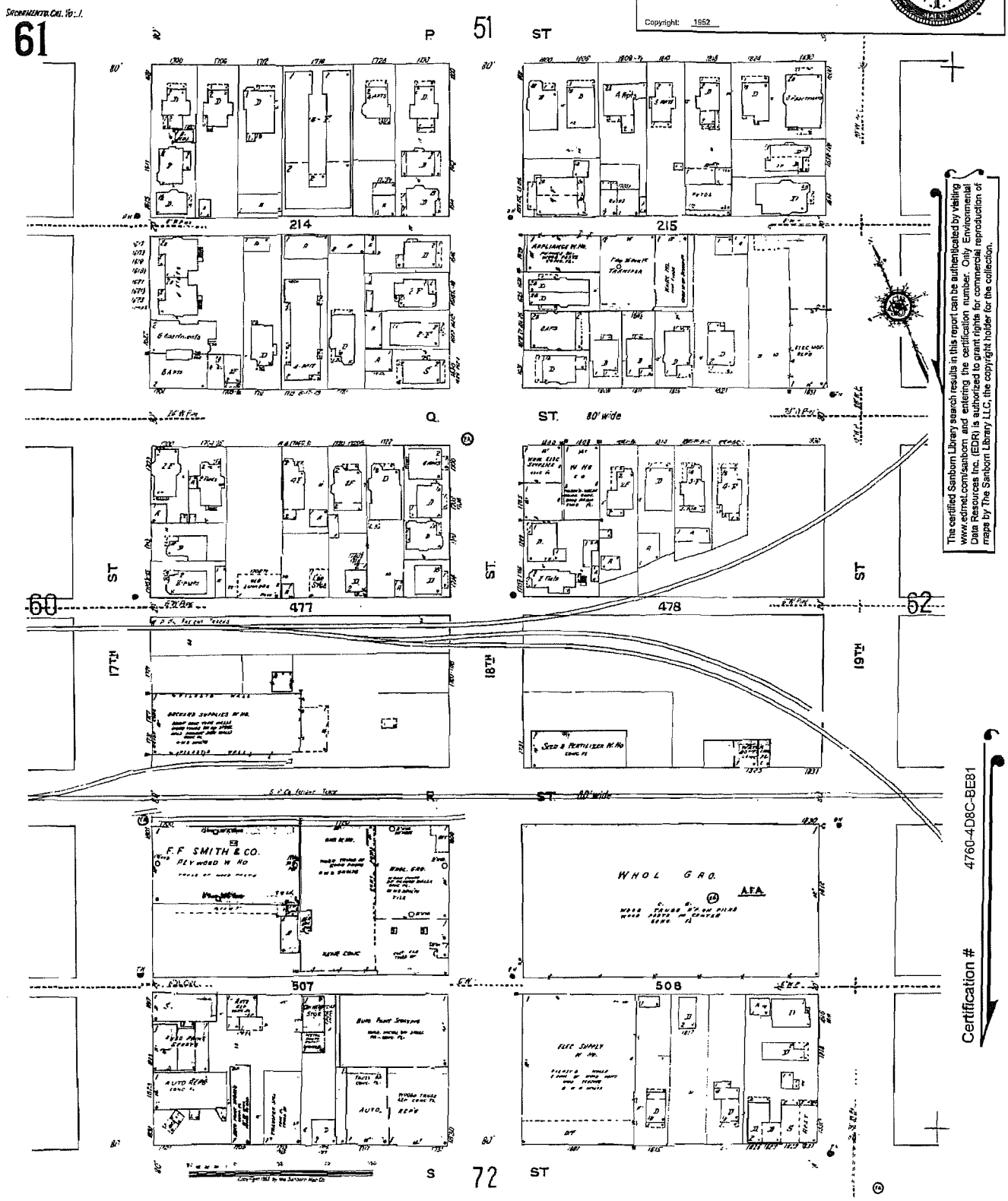
Site Name: R Street Market Plaza
Address: R Street/17th Street

City, ST, ZIP: Sacramento CA 95811

Client: Blackburn Consulting
EDR Inquiry: 2361830.3s
Order Date: 11/12/2008 1:43:17 PM
Certification # C4AE-43BE-A1CF

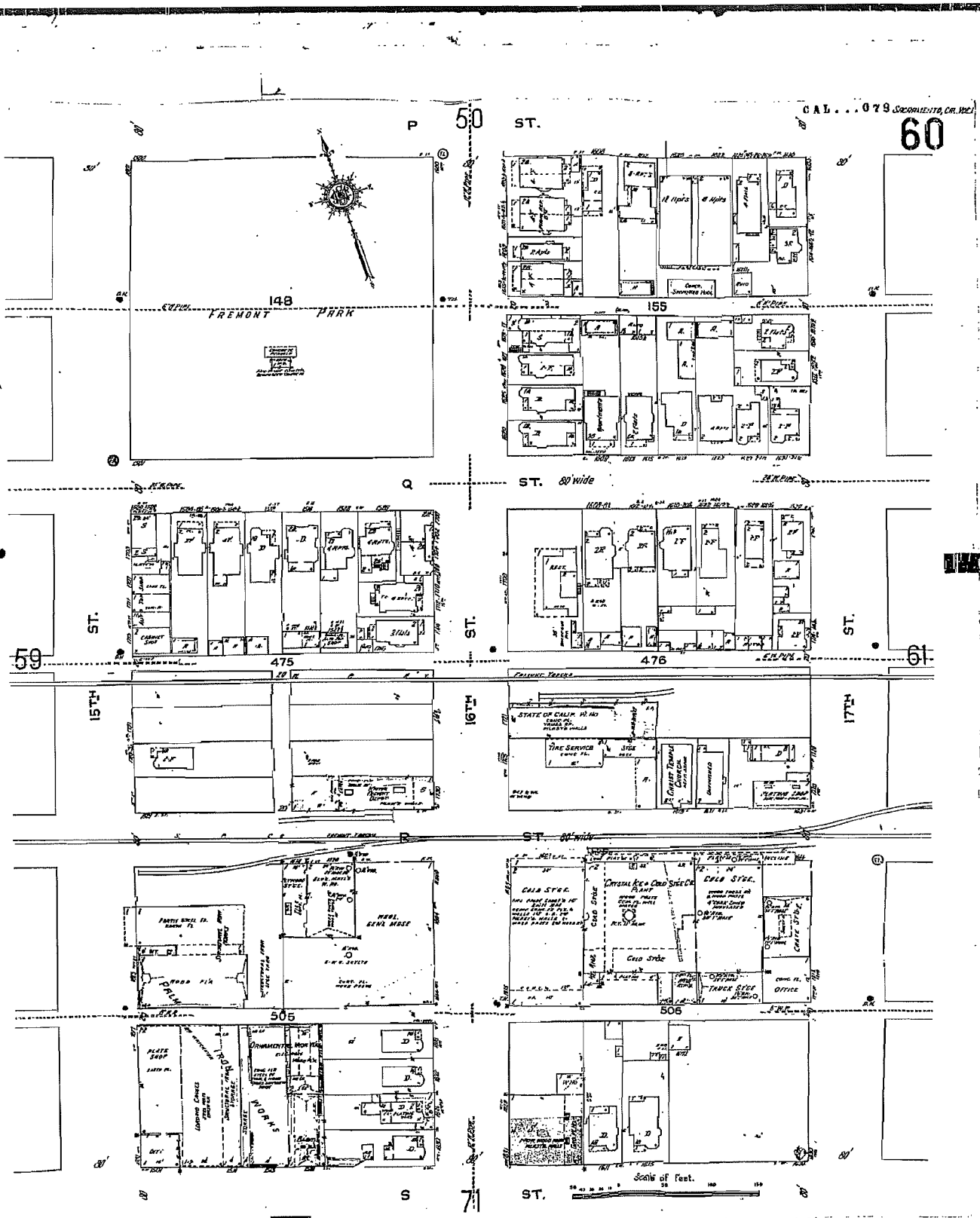
Copyright: 1952

Site Name:	R Street Market Plaza
Address:	R Street/17th Street
City, ST, ZIP:	Sacramento CA 95811
Client:	Blackburn Consulting
EDR Inquiry:	2336000.1s
Order Date:	11/18/2008 2:07:07 PM
Certification #	4760-4D8C-BE81
Copyright:	1952



The certified Sanborn Library search results in this report can be authenticated by visiting www.edmet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 4760-4D8C-BE81



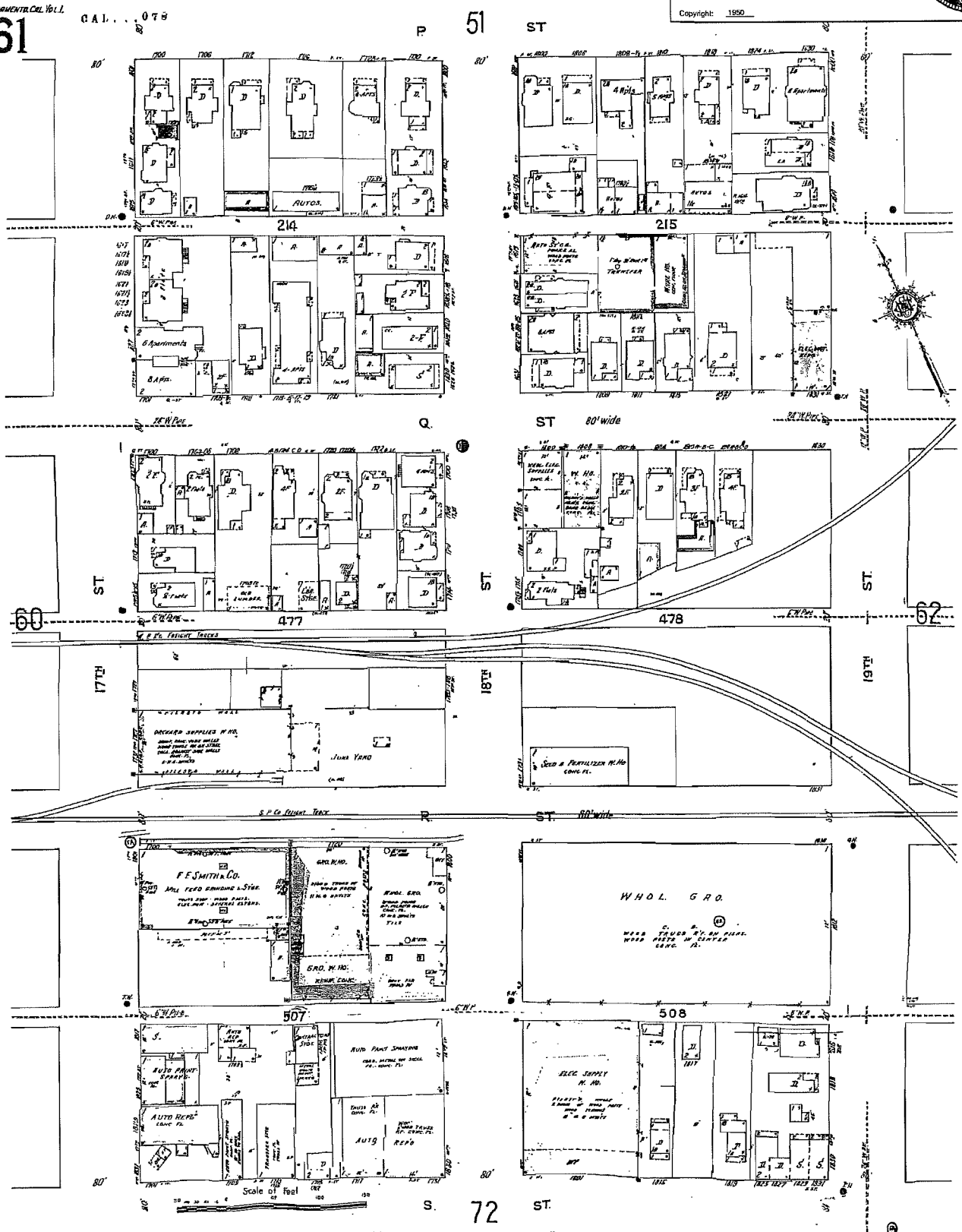
The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # C4AE-439E-A1CF

Site Name:	R Street Market Plaza
Address:	R Street/17th Street
City, ST, ZIP:	Sacramento CA 95811
Client:	Blackburn Consulting
EDR Inquiry:	2361930.3s
Order Date:	11/12/2008 1:43:17 PM
Certification #	C4AE-439E-A1CF

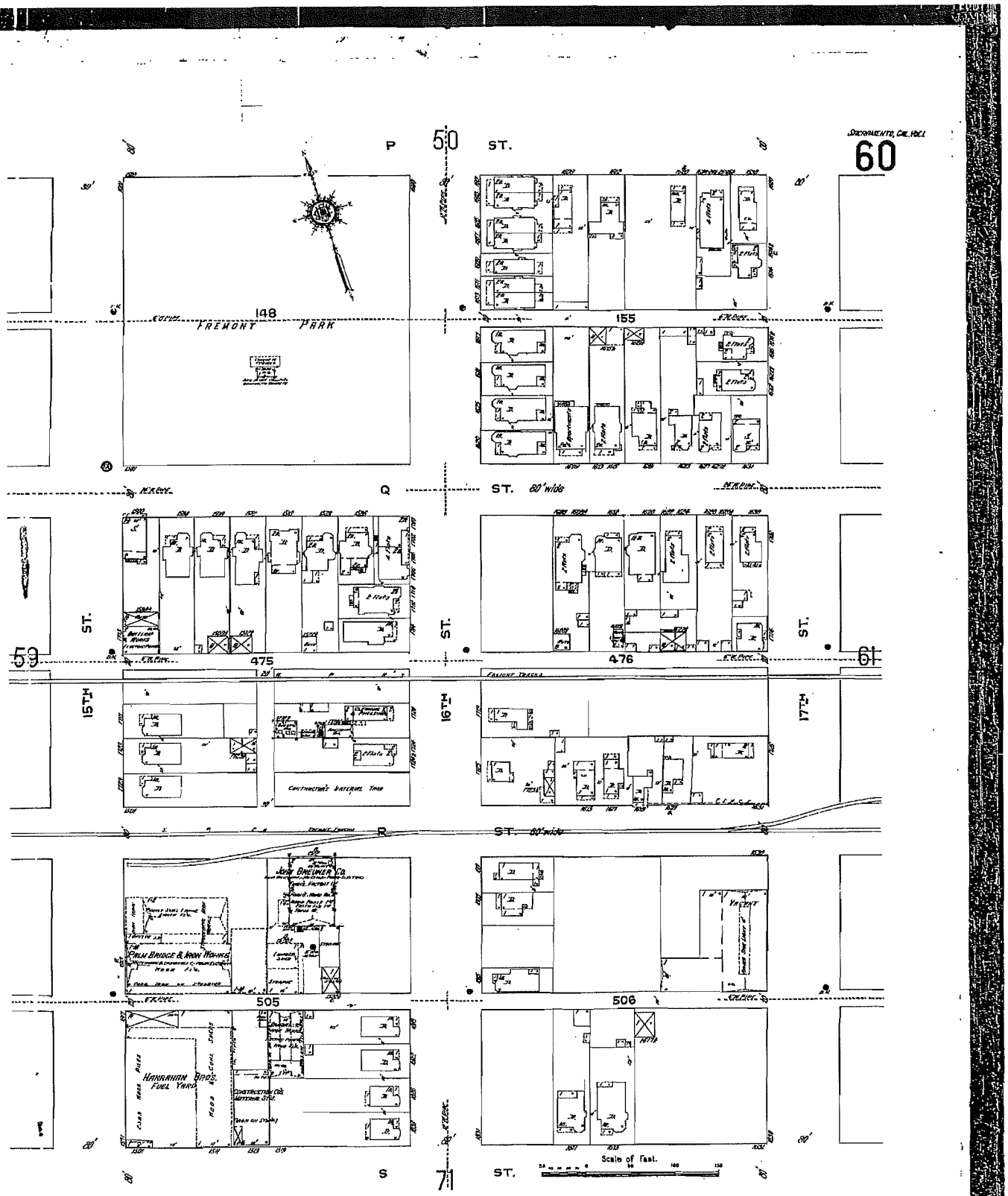
Copyright: 1950

Site Name: R Street Market Plaza
Address: R Street/17th Street
City, ST, ZIP: Sacramento CA 95811
Client: Blackburn Consulting
EDR Inquiry: 2366000.1s
Order Date: 11/18/2008 2:07:07 PM
Certification # 4760-4D8C-BE81
Copyright: 1950



The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 4760-4D8C-BE81



The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # C4AE-43BE-A1CF

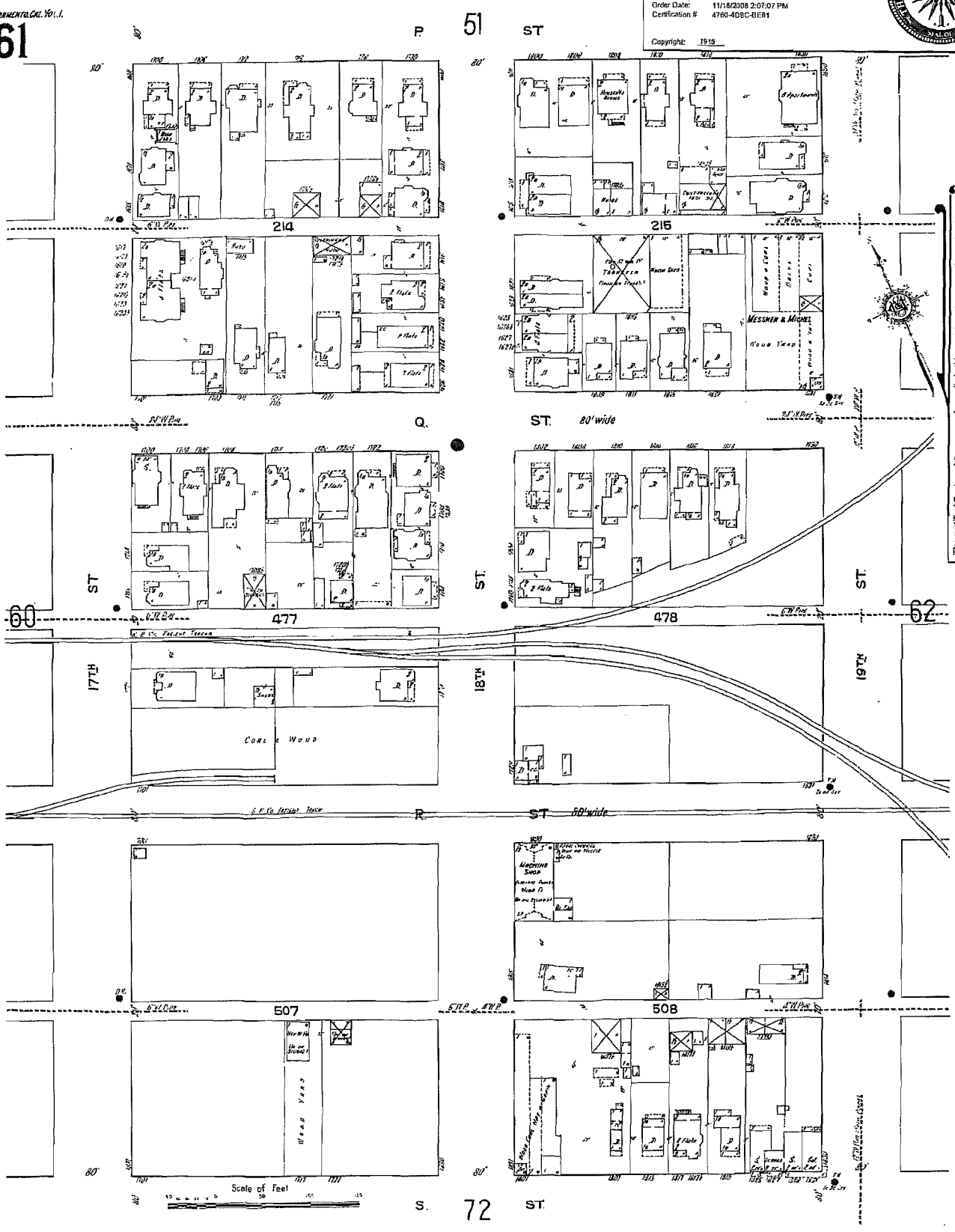
Site Name:	R Street Market Plaza
Address:	R Street/17th Street
City, ST, ZIP:	Sacramento CA 95811
Client:	Blackburn Consulting
EDR Inquiry:	2361930.3s
Order Date:	11/12/2008 1:43:17 PM
Certification #	C4AE-43BE-A1CF

Copyright: 1915

Site Name: R Street Market Plaza
Address: R Street/17th Street
City, ST, ZIP: Sacramento CA 95811

Client: Blackburn Consulting
EDR Inquiry: 2366000.1s
Order Date: 11/18/2008 2:07:07 PM
Certification # 4760-4D8C-BE81

Copyright: 1915

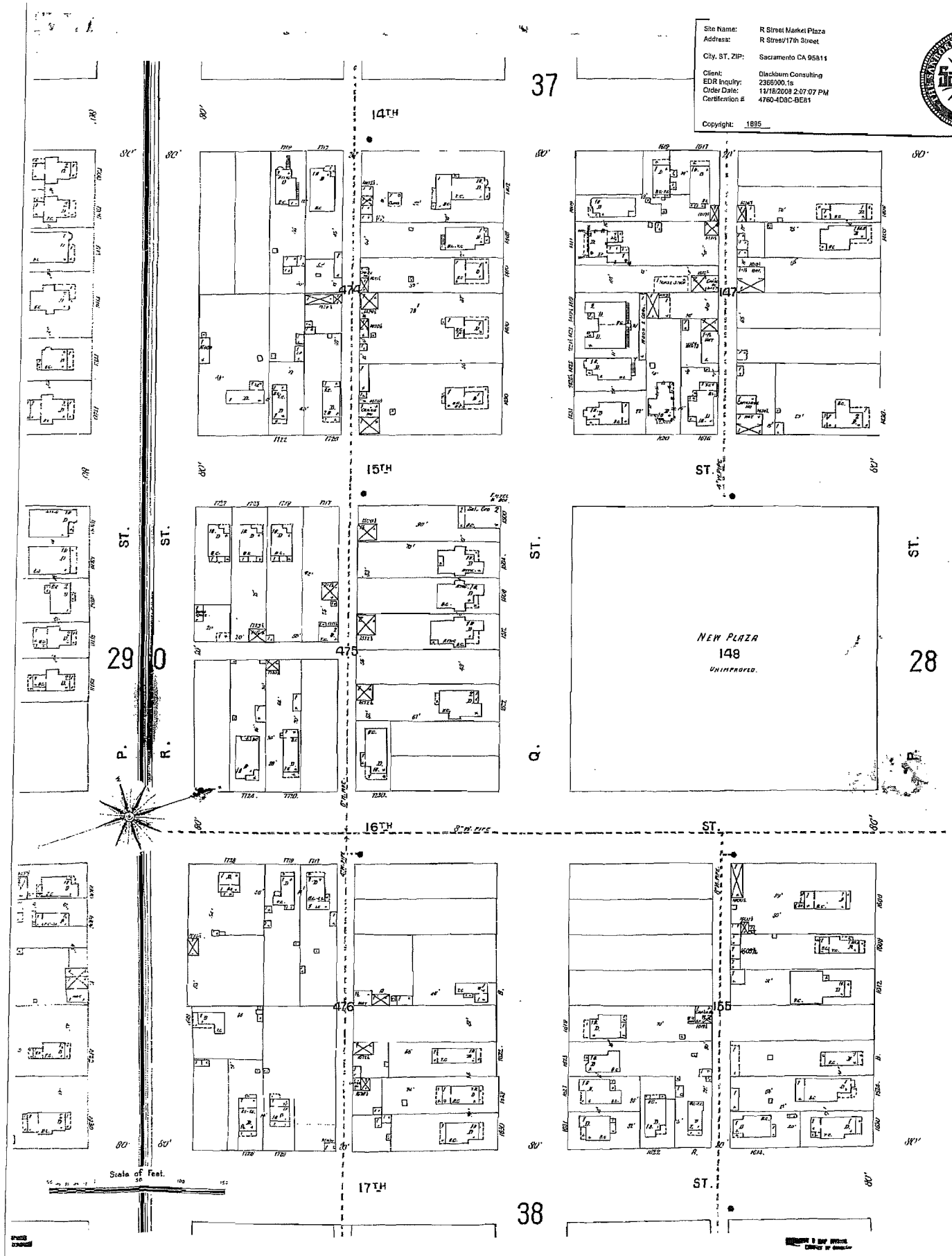


The certified Sanborn Library search results in this report can be authenticated by visiting www.edmet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection

Certification # 4760-4D8C-BE81

Site Name: R Street Market Plaza
Address: R Street/17th Street
City, ST, ZIP: Sacramento CA 95811
Client: Blackburn Consulting
EDR Inquiry: 2368000.1s
Order Date: 11/18/2008 2:07:07 PM
Certification # 4760-4D8C-BE81

Copyright: 1895



The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

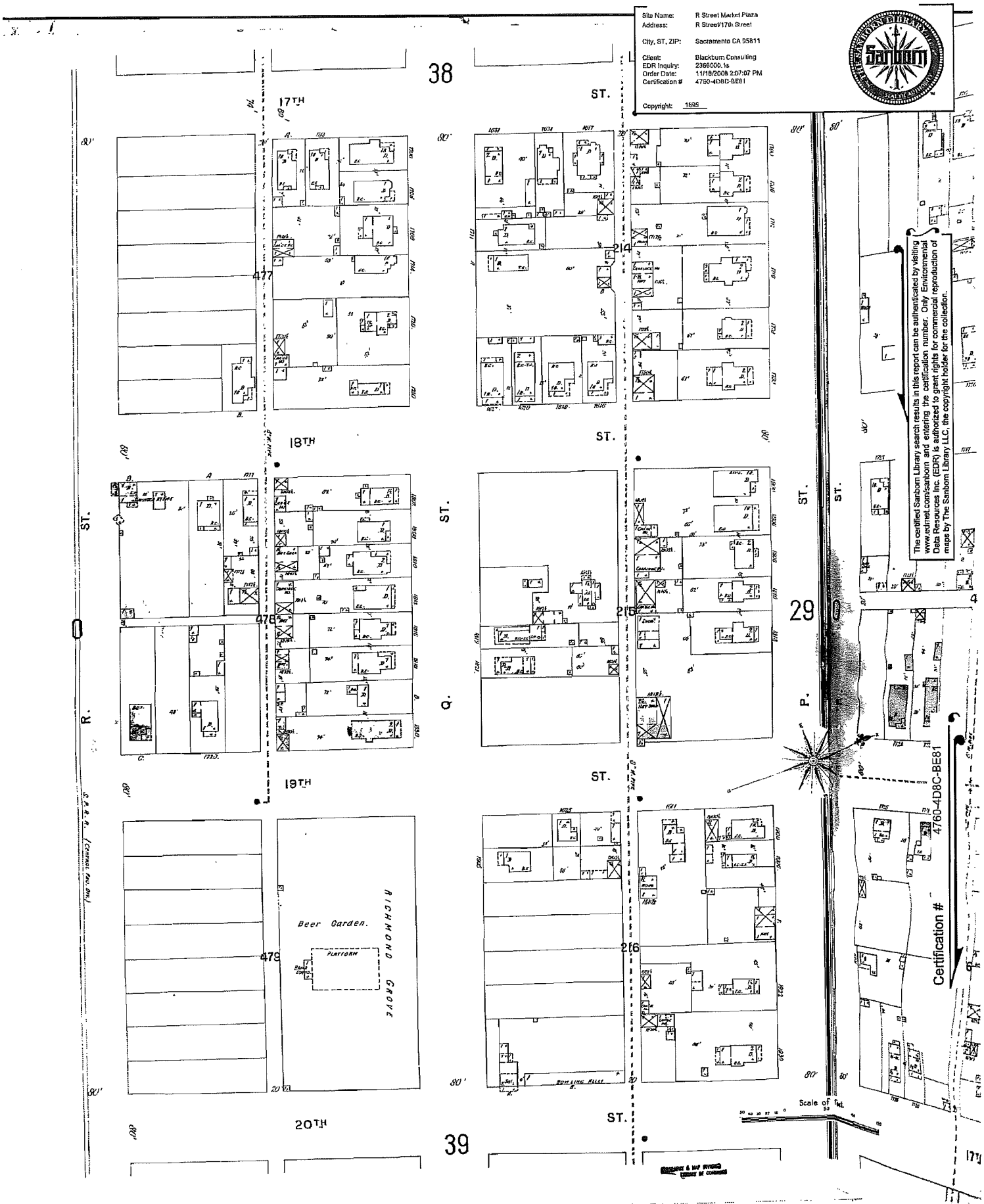
Certification # 4760-4D8C-BE81

Site Name: R Street Market Plaza
Address: R Street/17th Street

City, ST, ZIP: Sacramento CA 95811

Client: Blackburn Consulting
EDR Inquiry: 2366000.1s
Order Date: 11/18/2008 2:07:07 PM
Certification # 4760-4D8C-BE81

Copyright: 1895



The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 4760-4D8C-BE81

APPENDIX D

County, State and Federal Records Reviewed

County, State and Federal Records Reviewed:

- Above Ground Petroleum Storage Tank Facilities (AST)
- Biennial Reporting System (BRS)
- Brownfield Sites (US BROWNFIELDS)
- CA Bond Exp. Plan (Ca. BEP)
- CA Statewide SLIC cases (SLIC)
- Cal EPA Cortese List (CORTESE)
- California Hazardous Materials Information Reporting System (CHMIRS)
- California Water Resource Control Board Facility Inventory Database (CA FID)
- CERCLIS No Further Remedial Action Planned (CERC-NFRAP)
- Clandestine Drug Labs (US CDL)
- Clandestine Drug Labs-California (CDL)
- Cleaner Facilities (DRYCLEANERS)
- Comprehensive Environmental Response, Compensation, And Liability Act Lien Information (LIENS 2)
- Comprehensive Environmental Response, Compensation, And Liability Information System(CERLCIS)
- Corrective Action Report (CORRACTS)
- County Records (Alameda, Contra Costa, Fresno, Kern, Los Angeles, Marin, Napa, Orange, Placer, Riverside, Sacramento, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Solano, Sonoma, Sutter, Yolo)
- Debris Region IX
- Deed Restriction Listing (DEED)
- Department of Defense Sites (DOD)
- EDR Historical Auto Stations
- EDR Historical Cleaners
- EDR Manufactured Gas Plants
- Electric Power Transmission Line Data
- Emergency Response Notification System (ERNS)
- Emissions Inventory Data (EMI)
- Environmental Liens Listing (LIENS)
- EnviroStor Database (ENVIROSTOR)
- Facility Index System (FINDS)
- Federal Insecticide, Fungicide & Rodenticide Act (FTTS INSP)
- FIFRA/TSCA Tracking System (FTTS)
- FIFRA/TSCA Tracking System Administrative Case Listing (HIST FTTS)
- Flood Zone Data
- Former ASPIS database (HIST CAL SITES)
- Formerly Used Defense Sites (FUDS)
- Geotracker Leaking Underground Fuel Tank Report (LUST)
- Haulers: Registered Waste Tire Haulers
- Hazardous Materials Information Reporting System (HMIRS)
- Hazardous Substance Storage Container Database (UST/HIST UST, AST)
- Hazardous Waste Manifest Data (MANIFEST)
- HAZNET

- HIST FTTS INSP
- Historical Cal Sites (HIST CAL)
- Historical UST Registered Database (HIST UST)
- Hospitals
- Incident and Accident Data (DOT OPS)
- Indian Reservations (TRIBAL RECORDS)
- Indian UST/LUST/ODI
- Integrated Compliance Information System (ICIS)
- Land Use Control Information System (LUCIS)
- Leaking Underground Fuel Tanks on Indian Land (Indian LUST)
- Leaking Underground Storage Tank Information System Region 1-9 (LUST)
- List of Deed Restrictions (DEED)
- Material Licensing Tracking System (MLTS)
- Mines Master Index File
- Mines Master Index File (MINES)
- National Priorities List (NPL)
- National Wetlands Inventory (NWI)
- Notify 65
- NPL Delisted
- NPL LIENS (Federal Superfund liens)
- NPL Proposed
- Oil/Gas Pipelines
- Open Dump Inventory (ODI)
- Open Dumps on Indian Lands (INDIAN ODI)
- PCB Activity Database System (PADS)
- Radiation Information Database (RADINFO)
- RCRA Administrative Action Tracking System (RAATS)
- RCRA Administrative Tracking System (RAATS)
- Records Of Decision (ROD)
- Recycling Facilities in California (SWRCY)
- Registered Waste Tire Haulers List (HAULERS)
- Resource Conservation and Recovery Act Information (RCRA-Info)
- Resource Conservation And Recovery Information System, Large Quantity Generator (RCRA-LQG)
- Resource Conservation And Recovery Information System, Large Quantity Generator (RCRA-TSDF)
- Resource Conservation And Recovery Information System, Small Quantity Generator (RCRA-SQG)
- Sacramento County Contaminated Sites (CS)
- Sacramento County Master List (CA ML)
- School Property Evaluation Form (SCH)
- Section 7 Tracking Systems (SSTS)
- Sensitive Receptors
- Site Mitigation and Brownfields Reuse Program Database (ENVIROSTOR)
- Solid Waste Information System (SWF/LF)
- Spills, Leaks, Investigation& Cleanup Cost Recovery (SLIC)

- State Coalition for Remediation of Drycleaners Listing (SCRD)
- State Response Site (RESPONSE)
- Statewide Environmental Evaluation and Planning System (SWEEPS)
- Superfund Consent Decrees (CONSENT)
- Toxic Chemical Release Inventory System (TRIS)
- Toxic Pits
- Toxic Substances Control Act (TSCA)
- Uranium Mill Tailing Sites (UMTRA)
- US engineering Controls (US ENG CONTROLS)
- US Institutional Controls (US INST CONSTROLS)
- Voluntary Cleanup Program (VCP)
- Waste Discharge System (CA WDS)
- Waste Management Unit Database (WMUDS/SWAT)
- Well Investigation Program Case List (WIP)

APPENDIX E

EDR Report
Executive Summary (Hardcopy)
Entire Report in CD Format

R Street Market Plaza
R Street/17th Street
Sacramento, CA 95814

Inquiry Number: 2361930.2s
November 12, 2008

The EDR Radius Map™ Report with GeoCheck®

EDR® Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
Toll Free: 800.352.0050
www.edrnet.com

FORM-STD-LAR

TABLE OF CONTENTS

SECTION	PAGE
Executive Summary	ES1
Overview Map	2
Detail Map	3
Map Findings Summary	4
Map Findings	6
Orphan Summary	304
Government Records Searched/Data Currency Tracking	GR-1

GEOCHECK ADDENDUM

Physical Setting Source Addendum	A-1
Physical Setting Source Summary	A-2
Physical Setting SSURGO Soil Map	A-5
Physical Setting Source Map	A-9
Physical Setting Source Map Findings	A-10
Physical Setting Source Records Searched	A-13

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2008 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-05) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

R STREET/17TH STREET
SACRAMENTO, CA 95814

COORDINATES

Latitude (North):	38.568990 - 38' 34' 8.4"
Longitude (West):	121.487750 - 121' 29' 15.9"
Universal Tranverse Mercator:	Zone 10
UTM X (Meters):	631745.9
UTM Y (Meters):	4269826.0
Elevation:	20 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	38121-E4 SACRAMENTO EAST, CA
Most Recent Revision:	1980
West Map:	38121-E5 SACRAMENTO WEST, CA
Most Recent Revision:	1980

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

FEDERAL RECORDS

NPL..... National Priority List
Proposed NPL..... Proposed National Priority List Sites
Delisted NPL..... National Priority List Deletions
NPL LIENS..... Federal Superfund Liens
CERCLIS..... Comprehensive Environmental Response, Compensation, and Liability Information System
LIENS 2..... CERCLA Lien Information
CORRACTS..... Corrective Action Report

EXECUTIVE SUMMARY

RCRA-TSDF	RCRA - Transporters, Storage and Disposal
RCRA-CESQG	RCRA - Conditionally Exempt Small Quantity Generator
RCRA-NonGen	RCRA - Non Generators
US ENG CONTROLS	Engineering Controls Sites List
US INST CONTROL	Sites with Institutional Controls
ERNS	Emergency Response Notification System
HMIRS	Hazardous Materials Information Reporting System
DOT OPS	Incident and Accident Data
US CDL	Clandestine Drug Labs
DOD	Department of Defense Sites
FUDS	Formerly Used Defense Sites
LUCIS	Land Use Control Information System
CONSENT	Superfund (CERCLA) Consent Decrees
ROD	Records Of Decision
UMTRA	Uranium Mill Tailings Sites
DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations
ODI	Open Dump Inventory
MINES	Mines Master Index File
TRIS	Toxic Chemical Release Inventory System
TSCA	Toxic Substances Control Act
FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing
SSTS	Section 7 Tracking Systems
ICIS	Integrated Compliance Information System
PADS	PCB Activity Database System
MLTS	Material Licensing Tracking System
RADINFO	Radiation Information Database
FINDS	Facility Index System/Facility Registry System
RAATS	RCRA Administrative Action Tracking System
SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing

STATE AND LOCAL RECORDS

SCH	School Property Evaluation Program
Toxic Pits	Toxic Pits Cleanup Act Sites
SWF/LF	Solid Waste Information System
WMUDS/SWAT	Waste Management Unit Database
CA WDS	Waste Discharge System
UST	Active UST Facilities
LIENS	Environmental Liens Listing
AST	Aboveground Petroleum Storage Tank Facilities
CHMIRS	California Hazardous Material Incident Report System
DRYCLEANERS	Cleaner Facilities
WIP	Well Investigation Program Case List
CDL	Clandestine Drug Labs
HAZNET	Facility and Manifest Data
EMI	Emissions Inventory Data
HAULERS	Registered Waste Tire Haulers Listing

TRIBAL RECORDS

INDIAN RESERV	Indian Reservations
INDIAN ODI	Report on the Status of Open Dumps on Indian Lands
INDIAN LUST	Leaking Underground Storage Tanks on Indian Land

EXECUTIVE SUMMARY

INDIAN UST..... Underground Storage Tanks on Indian Land
INDIAN VCP..... Voluntary Cleanup Priority Listing

EDR PROPRIETARY RECORDS

Manufactured Gas Plants..... EDR Proprietary Manufactured Gas Plants

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

FEDERAL RECORDS

CERC-NFRAP: Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

A review of the CERC-NFRAP list, as provided by EDR, and dated 12/03/2007 has revealed that there are 2 CERC-NFRAP sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ORCHARD SUPPLY CO OF SACRAMENT	***1731 17TH ST***	***NNE 0 - 1/8 (0.030 mi.)***	***B6***	***26***
ALTA PLATING INCORPORATED	***1733 S ST.***	***S 0 - 1/8 (0.089 mi.)***	***G31***	***68***

RCRA-LQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

A review of the RCRA-LQG list, as provided by EDR, and dated 09/10/2008 has revealed that there are 3 RCRA-LQG sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ALTA PLATING & CHEMICAL, CORP.	1733 "S" STREET	S 0 - 1/8 (0.089 mi.)	G29	66
ALTA PLATING & CHEMICAL CORP	1733 "S" ST	S 0 - 1/8 (0.089 mi.)	G30	67
ALTA PLATING INCORPORATED	***1733 S ST.***	***S 0 - 1/8 (0.089 mi.)***	***G31***	***68***

EXECUTIVE SUMMARY

RCRA-SQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

A review of the RCRA-SQG list, as provided by EDR, and dated 09/10/2008 has revealed that there are 6 RCRA-SQG sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
D T S C ORCHARD SUPPLY CO SITE	1731 17TH ST	NNE 0 - 1/8 (0.030 mi.)	B4	9
ORCHARD SUPPLY CO OF SACRAMENT	*1731 17TH ST*	*NNE 0 - 1/8 (0.030 mi.)*	*B6*	*26*
FULLER OBRIEN PAINTS	*1709 16TH ST*	*NW 0 - 1/8 (0.090 mi.)*	*E35*	*81*
SIERRA SPRING WATER CO	*1715 19TH ST*	*E 1/8 - 1/4 (0.170 mi.)*	*Q69*	*116*
HAYES BROTHERS COLLISION	*1800 20TH ST*	*ESE 1/8 - 1/4 (0.232 mi.)*	*AD115*	*148*

Lower Elevation	Address	Direction / Distance	Map ID	Page
CALIFORNIA DEPT OF JUSTICE	*1515 S ST, STE 101*	*WSW 1/8 - 1/4 (0.159 mi.)*	*N60*	*108*

US BROWNFIELDS: The EPA's listing of Brownfields properites addressed by Cooperative Agreement Recipients and Brownfields properties addressed by Targeted Brownfields Assessments

A review of the US BROWNFIELDS list, as provided by EDR, and dated 07/01/2008 has revealed that there are 14 US BROWNFIELDS sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
CADA PROPERTIES R STREET	TWO BLOCK SECTION OF R	SSE 0 - 1/8 (0.005 mi.)	A1	6
S & L BUSINESS SERVICES AND RE	1817-1825 17TH STREET	SSW 0 - 1/8 (0.048 mi.)	C9	34
WERNER-DIETER AUTO REPAIR	1829 17TH STREET	SSW 0 - 1/8 (0.053 mi.)	C11	37
ALTA PLATING INC.	1818 18TH STREET/ 1733	S 0 - 1/8 (0.081 mi.)	G21	55
SING LEE SEWING THREAD CO.	1709 S STREET	SSW 0 - 1/8 (0.085 mi.)	G24	58
NICHOLS AND SONS AUTO PARTS	1713 S STREET	S 0 - 1/8 (0.085 mi.)	G25	61
1610 17TH STREET	1610 17TH STREET	NNE 1/8 - 1/4 (0.129 mi.)	48	90
CADA PROPERTIES SITE 4	1601 16TH	N 1/8 - 1/4 (0.149 mi.)	56	95
MERCURY CLEANERS	1419 16TH STREET	N 1/4 - 1/2 (0.287 mi.)	AG131	170
KEN'S BUFF & PLATING	1816 21ST STREET	ESE 1/4 - 1/2 (0.312 mi.)	AK139	177
CADA PROPERTIES SITE 1	16TH ST	N 1/4 - 1/2 (0.363 mi.)	144	194
CADA PROPERTIES SITE 222	BLOCK 222 BOUNDED BY O	NW 1/4 - 1/2 (0.401 mi.)	151	224

Lower Elevation	Address	Direction / Distance	Map ID	Page
FREMONT COMMUNITY GARDEN	1401 Q STREET	NW 1/8 - 1/4 (0.239 mi.)	AA117	150
CADA WAREHOUSE - CAPITOL LOFTS	12TH AND R STREETS	WNW 1/4 - 1/2 (0.378 mi.)	147	210

STATE AND LOCAL RECORDS

HIST Cal-Sites: Formerly known as ASPIS, this database contains both known and potential hazardous substance sites. The source is the California Department of Toxic Substance Control. No longer updated by the state agency. It has been replaced by ENVIROSTOR.

A review of the HIST Cal-Sites list, as provided by EDR, and dated 08/08/2005 has revealed that there

are 5 HIST Cal-Sites sites within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ORCHARD SUPPLY COMPANY	*1731 17TH STREET*	*NNE 0 - 1/8 (0.030 mi.)*	*B5*	*11*
D T S C CAL EPA	*2809 S ST*	*ESE 1/2 - 1 (0.853 mi.)*	*AU181*	*278*

Lower Elevation	Address	Direction / Distance	Map ID	Page
FONTS PROPERTY	*1822 16TH STREET*	*W 0 - 1/8 (0.077 mi.)*	*D15*	*43*
16TH STREET PLATING	*1826 16TH STREET*	*W 0 - 1/8 (0.078 mi.)*	*D16*	*47*
PALM IRON WORKS	*1515 S STREET*	*WSW 1/8 - 1/4 (0.159 mi.)*	*N59*	*104*

CA BOND EXP. PLAN: Department of Health Services developed a site-specific expenditure plan as the basis for an appropriation of Hazardous Substance Cleanup Bond Act funds. It is not updated.

A review of the CA BOND EXP. PLAN list, as provided by EDR, and dated 01/01/1989 has revealed that there is 1 CA BOND EXP. PLAN site within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ORCHARD SUPPLY COMPANY	*1731 17TH STREET*	*NNE 0 - 1/8 (0.030 mi.)*	*B5*	*11*

Cortese: The sites for the list are designated by the State Water Resource Control Board (LUST), the Integrated Waste Board (SWF/LS), and the Department of Toxic Substances Control (Cal-Sites). This listing is no longer updated by the state agency.

A review of the Cortese list, as provided by EDR, and dated 04/01/2001 has revealed that there are 18 Cortese sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ORCHARD SUPPLY CO OF SACRAMENT	*1731 17TH ST*	*NNE 0 - 1/8 (0.030 mi.)*	*B6*	*26*
ALTA PLATING INCORPORATED	*1733 S ST.*	*S 0 - 1/8 (0.089 mi.)*	*G31*	*68*
FULLER OBRIAN PAINT CO/DON KIN	*1709 16TH ST*	*NW 0 - 1/8 (0.090 mi.)*	*E33*	*78*
(FORMERLY) TED WILLIAMS GARAGE	*1616 20TH ST*	*E 1/4 - 1/2 (0.260 mi.)*	*129*	*164*
THE SACRAMENTO BEE	*2100 Q STREET*	*E 1/4 - 1/2 (0.317 mi.)*	*AL143*	*186*
ARCO #6025	*2225 16TH ST*	*SSW 1/4 - 1/2 (0.377 mi.)*	*146*	*208*
CHEVRON #9-3038	*2222 21ST ST*	*SSE 1/4 - 1/2 (0.478 mi.)*	*159*	*243*
CAPITOL PLAZA RETIREMENT	*1812-1820 L ST*	*NNE 1/4 - 1/2 (0.488 mi.)*	*AR164*	*247*
SIU'S REDWOOD SS #310	*2401 16TH ST*	*SSW 1/4 - 1/2 (0.489 mi.)*	*AS166*	*249*
SWEIGARD PROPERTY	*1830 L ST*	*NNE 1/4 - 1/2 (0.490 mi.)*	*AR167*	*252*
UNOCAL #1085 FORMER	*1530 L*	*N 1/4 - 1/2 (0.496 mi.)*	*AT172*	*259*

Lower Elevation	Address	Direction / Distance	Map ID	Page
SACRAMENTO BLUEPRINT	*1720 15TH ST*	*NW 1/8 - 1/4 (0.161 mi.)*	*P62*	*110*
MASSIE PROPERTY	*1608 T ST*	*SW 1/8 - 1/4 (0.175 mi.)*	*R75*	*120*
BRADFORD CHEVRON	*1430 Q ST*	*NW 1/8 - 1/4 (0.216 mi.)*	*AA99*	*137*
CA ECONOMIC DEVELOPMENT D	1808 14TH	WNW 1/8 - 1/4 (0.225 mi.)	AB109	146
MOBIL #10-EJW	*2125 16TH ST*	*SSW 1/4 - 1/2 (0.291 mi.)*	*AH132*	*172*
BORDEN DAIRY (FORMER)	*1325 S*	*W 1/4 - 1/2 (0.294 mi.)*	*AI134*	*173*
MASSIE & CO	*1238 S ST*	*W 1/4 - 1/2 (0.367 mi.)*	*AM145*	*205*

EXECUTIVE SUMMARY

SWRCY: A listing of recycling facilities in California.

A review of the SWRCY list, as provided by EDR, and dated 07/09/2008 has revealed that there is 1 SWRCY site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
M S RECYCLING CO	1700 CAPITOL AVE	NNE 1/4 - 1/2 (0.400 mi.)	150	224

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the State Water Resources Control Board Leaking Underground Storage Tank Information System.

A review of the LUST list, as provided by EDR, and dated 07/03/2008 has revealed that there are 24 LUST sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ORCHARD SUPPLY CO OF SACRAMENT Facility Status: Preliminary site assessment underway	***1731 17TH ST***	***NNE 0 - 1/8 (0.030 mi.)***	***B6***	***26***
FULLER OBRIAN PAINT CO/DON KIN Facility Status: Case Closed	***1709 16TH ST***	***NW 0 - 1/8 (0.090 mi.)***	***E33***	***78***
(FORMERLY) TED WILLIAMS GARAGE Facility Status: Case Closed	***1616 20TH ST***	***E 1/4 - 1/2 (0.260 mi.)***	***129***	***164***
THE SACRAMENTO BEE Facility Status: Pollution Characterization	***2100 Q STREET***	***E 1/4 - 1/2 (0.317 mi.)***	***AL143***	***186***
ARCO #6025 Facility Status: Remediation Plan	***2225 16TH ST***	***SSW 1/4 - 1/2 (0.377 mi.)***	***146***	***208***
FISHER TILE & MARBLE INC Facility Status: Case Closed	1800 23 RD ST	ESE 1/4 - 1/2 (0.461 mi.)	AN153	233
HARRIS PROPERTY Facility Status: Leak being confirmed	1725 23RD STREET	ESE 1/4 - 1/2 (0.462 mi.)	AO156	239
CHEVRON #9-3038 Facility Status: Case Closed	***2222 21ST ST***	***SSE 1/4 - 1/2 (0.478 mi.)***	***159***	***243***
FORMER SHELL SERVICE STATION	1601 L STREET	N 1/4 - 1/2 (0.483 mi.)	AQ160	245
FORMER SHELL SERVICE STATION	1601 L STREET	N 1/4 - 1/2 (0.483 mi.)	AQ161	245
CAPITOL PLAZA RETIREMENT Facility Status: Case Closed	***1812-1820 L ST***	***NNE 1/4 - 1/2 (0.488 mi.)***	***AR164***	***247***
SIU'S REDWOOD SS #310 Facility Status: Preliminary site assessment workplan submitted	***2401 16TH ST***	***SSW 1/4 - 1/2 (0.489 mi.)***	***AS166***	***249***
SWEIGARD PROPERTY Facility Status: Case Closed	***1830 L ST***	***NNE 1/4 - 1/2 (0.490 mi.)***	***AR167***	***252***
FORMER FIRESTONE SERVICE CENTE Facility Status: Case Closed	1531 L STREET	N 1/4 - 1/2 (0.495 mi.)	AT170	256
UNOCAL #1085 FORMER Facility Status: Preliminary site assessment underway	***1530 L***	***N 1/4 - 1/2 (0.496 mi.)***	***AT172***	***259***

Lower Elevation	Address	Direction / Distance	Map ID	Page
SACRAMENTO BLUEPRINT Facility Status: Case Closed	***1720 15TH ST***	***NW 1/8 - 1/4 (0.161 mi.)***	***P62***	***110***
MASSIE PROPERTY Facility Status: Pollution Characterization	***1608 T ST***	***SW 1/8 - 1/4 (0.175 mi.)***	***R75***	***120***

EXECUTIVE SUMMARY

Lower Elevation	Address	Direction / Distance	Map ID	Page
CRABTREE TRUST Facility Status: Preliminary site assessment underway	2000 16TH	SW 1/8 - 1/4 (0.177 mi.)	R80	123
BRADFORD CHEVRON Facility Status: Pollution Characterization	***1430 Q ST***	***NW 1/8 - 1/4 (0.216 mi.)***	***AA99***	***137***
CA ECONOMIC DEVELOPMENT DEPT Facility Status: Post remedial action monitoring	***1808 14TH ST***	***WNW 1/8 - 1/4 (0.225 mi.)***	***AB108***	***145***
MOBIL #10-EJW Facility Status: Case Closed	***2125 16TH ST***	***SSW 1/4 - 1/2 (0.291 mi.)***	***AH132***	***172***
BORDEN DAIRY (FORMER) Facility Status: Pollution Characterization	***1325 S***	***W 1/4 - 1/2 (0.294 mi.)***	***AI134***	***173***
MASSIE & CO Facility Status: Case Closed	***1238 S ST***	***W 1/4 - 1/2 (0.367 mi.)***	***AM145***	***205***
OATES/BENNING TRUST PROPERTY Facility Status: Leak being confirmed	1220 S STREET	W 1/4 - 1/2 (0.382 mi.)	AM149	222

CA FID UST: The Facility Inventory Database contains active and inactive underground storage tank locations. The source is the State Water Resource Control Board.

A review of the CA FID UST list, as provided by EDR, and dated 10/31/1994 has revealed that there are 7 CA FID UST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ORCHARD SUPPLY CO OF SACRAMENT	***1731 17TH ST***	***NNE 0 - 1/8 (0.030 mi.)***	***B6***	***26***
DIETER'S AUTO REPAIR	***1829 17TH ST***	***SSW 0 - 1/8 (0.053 mi.)***	***C13***	***41***
20TH & R	***1801 R ST***	***ESE 0 - 1/8 (0.080 mi.)***	***F19***	***53***
FULLER OBRIAN PAINT CO	1709 16TH ST	NW 0 - 1/8 (0.090 mi.)	E34	80
SACRAMENTO BEE	1720 20 TH ST	E 1/8 - 1/4 (0.216 mi.)	W97	135
ANDERSON BUILDING	***1416 018TH ST***	***NNE 1/8 - 1/4 (0.243 mi.)***	***122***	***159***

Lower Elevation	Address	Direction / Distance	Map ID	Page
BRADFORDS CHEVRON #98510	***1430 Q ST***	***NW 1/8 - 1/4 (0.216 mi.)***	***AA98***	***135***

SLIC: SLIC Region comes from the California Regional Water Quality Control Board.

A review of the SLIC list, as provided by EDR, and dated 07/03/2008 has revealed that there are 9 SLIC sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ORCHARD SUPPLY	1731 17TH ST	NNE 0 - 1/8 (0.030 mi.)	B3	9
ORCHARD SUPPLY COMPANY Facility Status: Case Open	***1731 17TH STREET***	***NNE 0 - 1/8 (0.030 mi.)***	***B5***	***11***
FORMER SMUD SUBSTATION	1700 19TH STREET	E 1/8 - 1/4 (0.173 mi.)	Q73	119
SAC REGIONAL TRANSIT Facility Status: Case Open	***2100 Q STREET***	***E 1/4 - 1/2 (0.317 mi.)***	***AL142***	***184***
THE SACRAMENTO BEE	***2100 Q STREET***	***E 1/4 - 1/2 (0.317 mi.)***	***AL143***	***186***
CHROME CRAFT FACILITY (FORMER) Facility Status: Remedial Action Underway	***1819 23RD ST***	***ESE 1/4 - 1/2 (0.464 mi.)***	***AP158***	***241***

EXECUTIVE SUMMARY

Lower Elevation	Address	Direction / Distance	Map ID	Page
MANDELLA GARDEN	1431 Q STREET	NW 1/8 - 1/4 (0.217 mi.)	AA103	142
JOE'S AUTOMOTIVE (FORMER)**	1734 13TH ST	WNW 1/4 - 1/2 (0.303 mi.)	AJ136	175
JOE'S AUTOMOTIVE	1734 13TH STREET	WNW 1/4 - 1/2 (0.303 mi.)	AJ138	176
Facility Status: Case Open				

Sacramento Co. CS: Contaminated Sites.

A review of the Sacramento Co. CS list, as provided by EDR, and dated 08/08/2008 has revealed that there are 29 Sacramento Co. CS sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ORCHARD SUPPLY CO OF SACRAMENT	***1731 17TH ST***	***NNE 0 - 1/8 (0.030 mi.)***	***B6***	***26***
FULLER OBRIAN PAINT CO/DON KIN	***1709 16TH ST***	***NW 0 - 1/8 (0.090 mi.)***	***E33***	***78***
Date Closed: 04/12/1995				
FORMER SMUD SUBSTATION	1700 19TH ST	E 1/8 - 1/4 (0.173 mi.)	Q74	119
(FORMERLY) TED WILLIAMS GARAGE	***1616 20TH ST***	***E 1/4 - 1/2 (0.260 mi.)***	***129***	***164***
Date Closed: 03/17/1993				
SACRAMENTO MCCLATCHY NEWSPAPER	2100 Q ST	E 1/4 - 1/2 (0.317 mi.)	AL141	184
ARCO #6025	***2225 16TH ST***	***SSW 1/4 - 1/2 (0.377 mi.)***	***146***	***208***
FISCHER TILE & MARBLE INC	***1800 23RD ST***	***ESE 1/4 - 1/2 (0.461 mi.)***	***AN152***	***230***
HARRIS PROPERTY	1725 23RD ST	ESE 1/4 - 1/2 (0.462 mi.)	AO155	238
CHROME CRAFT FACILITY (FORMER)	***1819 23RD ST***	***ESE 1/4 - 1/2 (0.464 mi.)***	***AP158***	***241***
CHEVRON #9-3038	***2222 21ST ST***	***SSE 1/4 - 1/2 (0.478 mi.)***	***159***	***243***
SHELL OIL PRODUCTS US 170736	***1601 L ST***	***N 1/4 - 1/2 (0.483 mi.)***	***AQ162***	***246***
CAPITOL PLAZA RETIREMENT	1812 L ST	NNE 1/4 - 1/2 (0.488 mi.)	AR163	247
SIU'S AUTO SERVICE	2401 16TH ST A	SSW 1/4 - 1/2 (0.489 mi.)	AS165	249
SWEIGARD PROPERTY	***1830 L ST***	***NNE 1/4 - 1/2 (0.490 mi.)***	***AR167***	***252***
FORMER CHEVRON STATION #3-0205	1530 L ST	N 1/4 - 1/2 (0.495 mi.)	AT169	255
FIRESTONE STORE #3587	***1531 L ST***	***N 1/4 - 1/2 (0.495 mi.)***	***AT171***	***257***
Date Closed: 12/14/2006				

Lower Elevation	Address	Direction / Distance	Map ID	Page
SACRAMENTO BLUEPRINT	***1720 15TH ST***	***NW 1/8 - 1/4 (0.161 mi.)***	***P62***	***110***
Date Closed: 06/30/1997				
BENVENUTTI PROPERTY	1500 Q ST	NW 1/8 - 1/4 (0.168 mi.)	P68	115
MASSIE PROPERTY	***1608 T ST***	***SW 1/8 - 1/4 (0.175 mi.)***	***R75***	***120***
CRABTREE TRUST	2000 16TH ST	SW 1/8 - 1/4 (0.177 mi.)	R79	122
BRADFORD CHEVRON	***1430 Q ST***	***NW 1/8 - 1/4 (0.216 mi.)***	***AA99***	***137***
WELSH FAMILY TRUST	1430 Q	NW 1/8 - 1/4 (0.216 mi.)	AA100	140
MANDELLA GARDEN	1431 Q ST	NW 1/8 - 1/4 (0.216 mi.)	AA102	141
CA ECONOMIC DEVELOPMENT DEPT	***1808 14TH ST***	***WNW 1/8 - 1/4 (0.225 mi.)***	***AB108***	***145***
MOBIL	2125 16TH ST	SSW 1/4 - 1/2 (0.291 mi.)	AH133	173
FORMER BORDEN DAIRY	1325 S ST	W 1/4 - 1/2 (0.294 mi.)	AI135	175
WARREN FONG PROPERTY	***1724 13TH ST***	***WNW 1/4 - 1/2 (0.303 mi.)***	***AJ137***	***176***
MASSIE & CO	***1238 S ST***	***W 1/4 - 1/2 (0.367 mi.)***	***AM145***	***205***
Date Closed: 09/23/1997				
OATES / BENNING TRUST PROPERTY	1220 S ST	W 1/4 - 1/2 (0.382 mi.)	AM148	222

EXECUTIVE SUMMARY

HIST UST: Historical UST Registered Database.

A review of the HIST UST list, as provided by EDR, and dated 10/15/1990 has revealed that there are 5 HIST UST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ORCHARD SUPPLY CO OF SACRAMENT	***1731 17TH ST***	***NNE 0 - 1/8 (0.030 mi.)***	***B6***	***26***
SIERRA SPRING WATER CO.	1801 R ST	ESE 0 - 1/8 (0.080 mi.)	F18	52
20TH & R	***1801 R ST***	***ESE 0 - 1/8 (0.080 mi.)***	***F20***	***54***
SIERRA SPRING WATER CO.	1826 R ST	ESE 0 - 1/8 (0.100 mi.)	F40	84

Lower Elevation	Address	Direction / Distance	Map ID	Page
98510	1430 "Q" STREET	NW 1/8 - 1/4 (0.216 mi.)	AA101	140

SWEEPS UST: Statewide Environmental Evaluation and Planning System. This underground storage tank listing was updated and maintained by a company contacted by the SWRCB in the early 1990's. The listing is no longer updated or maintained. The local agency is the contact for more information on a site on the SWEEPS list.

A review of the SWEEPS UST list, as provided by EDR, and dated 06/01/1994 has revealed that there are 8 SWEEPS UST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ORCHARD SUPPLY CO OF SACRAMENT	***1731 17TH ST***	***NNE 0 - 1/8 (0.030 mi.)***	***B6***	***26***
DIETER'S AUTO REPAIR	***1829 17TH ST***	***SSW 0 - 1/8 (0.053 mi.)***	***C13***	***41***
20TH & R	***1801 R ST***	***ESE 0 - 1/8 (0.080 mi.)***	***F19***	***53***
FULLER OBRIAN PAINT CO/DON KIN	***1709 16TH ST***	***NW 0 - 1/8 (0.090 mi.)***	***E33***	***78***
SACRAMENTO BEE	1720 20TH ST	E 1/8 - 1/4 (0.239 mi.)	AE119	156
ANDERSON BUILDING	***1416 018TH ST***	***NNE 1/8 - 1/4 (0.243 mi.)***	***122***	***159***
VACANT LOT	***1609 O ST***	***N 1/8 - 1/4 (0.247 mi.)***	***AF124***	***160***

Lower Elevation	Address	Direction / Distance	Map ID	Page
BRADFORDS CHEVRON #98510	***1430 Q ST***	***NW 1/8 - 1/4 (0.216 mi.)***	***AA98***	***135***

Notify 65: Notify 65 records contain facility notifications about any release that could impact drinking water and thereby expose the public to a potential health risk. The data come from the State Water Resources Control Board's Proposition 65 database.

A review of the Notify 65 list, as provided by EDR, and dated 10/21/1993 has revealed that there are 4 Notify 65 sites within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
WONDER MARKET	***2025 BROADWAY***	***S 1/2 - 1 (0.617 mi.)***	***174***	***261***
BP WEST COAST PRODUCTS LLC 206	***2100 BROADWAY***	***S 1/2 - 1 (0.642 mi.)***	***175***	***264***
SHELL STATION (CLOSED)	***1049 BROADWAY***	***WSW 1/2 - 1 (0.819 mi.)***	***180***	***277***

Lower Elevation	Address	Direction / Distance	Map ID	Page
VACANT/AMERICAN SAVINGS	1601 BROADWAY	SSW 1/2 - 1 (0.558 mi.)	173	261

EXECUTIVE SUMMARY

DEED: The use of recorded land use restrictions is one of the methods the DTSC uses to protect the public from unsafe exposures to hazardous substances and wastes .

A review of the DEED list, as provided by EDR, and dated 09/30/2008 has revealed that there is 1 DEED site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ORCHARD SUPPLY COMPANY	***1731 17TH STREET***	***NNE 0 - 1/8 (0.030 mi.)***	***B5***	***11***

VCP: Contains low threat level properties with either confirmed or unconfirmed releases and the project proponents have request that DTSC oversee investigation and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

A review of the VCP list, as provided by EDR, and dated 08/25/2008 has revealed that there is 1 VCP site within approximately 0.5 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
CADA WAREHOUSE REDEVELOPMENT P	***1108 R STREET***	***WNW 1/4 - 1/2 (0.463 mi.)***	***154***	***234***

Sacramento Co. ML: Sacramento County Master List. Any business that has hazardous materials on site - hazardous materials storage sites, underground storage tanks, waste generators.

A review of the Sacramento Co. ML list, as provided by EDR, and dated 08/08/2008 has revealed that there are 53 Sacramento Co. ML sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
CRYSTAL ICE & COLD STRG.	1812 17TH ST	S 0 - 1/8 (0.017 mi.)	A2	9
ORCHARD SUPPLY COMPANY	***1731 17TH STREET***	***NNE 0 - 1/8 (0.030 mi.)***	***B5***	***11***
TOM & TOBY'S AUTOMOTIVE	1720 17TH ST	NNE 0 - 1/8 (0.031 mi.)	B8	34
DIETER'S AUTO REPAIR	***1829 17TH ST***	***SSW 0 - 1/8 (0.053 mi.)***	***C13***	***41***
20TH & R	***1801 R ST***	***ESE 0 - 1/8 (0.080 mi.)***	***F20***	***54***
NICHOLS & SONS	***1713 S ST***	***S 0 - 1/8 (0.085 mi.)***	***G26***	***64***
TM LOGISTIC METAL WORKS	1733 S ST	S 0 - 1/8 (0.088 mi.)	G27	65
ALTA PLATING INCORPORATED	***1733 S ST.***	***S 0 - 1/8 (0.089 mi.)***	***G31***	***68***
FULLER O'BRIEN PAINTS	1709 16TH ST	NW 0 - 1/8 (0.090 mi.)	E32	77
VALLEY ELECTRIC COMPANY	1831 18TH ST	SE 0 - 1/8 (0.093 mi.)	H36	82
SIERRA SPRING WATER CO	1825 R ST	ESE 0 - 1/8 (0.098 mi.)	F39	83
VALLEY GRAPHIC ARTS ENGRAVERS	***1711 18TH ST***	***ENE 0 - 1/8 (0.105 mi.)***	***J41***	***84***
GRAPHIC REPRODUCTION	1825 Q ST	ENE 0 - 1/8 (0.125 mi.)	J45	88
STANDARD APPLIANCE PARTS	1820 S ST	SSE 1/8 - 1/4 (0.125 mi.)	K46	89
FOREIGN AUTO SERVICE	***1831 Q ST***	***ENE 1/8 - 1/4 (0.128 mi.)***	***J47***	***89***
LEON FORMAN	1617 18TH ST	NE 1/8 - 1/4 (0.142 mi.)	49	91
ALPHA THERAPEUTICS	1815 19TH ST	ESE 1/8 - 1/4 (0.160 mi.)	O61	109
SAFEWAY #2684	1814 19TH ST	ESE 1/8 - 1/4 (0.161 mi.)	O63	112
SUPERIOR LIGHTING	1725 19TH ST	E 1/8 - 1/4 (0.167 mi.)	Q66	114
HUEY'S AUTOMOTIVE SERVICE	1717 19TH ST	E 1/8 - 1/4 (0.170 mi.)	Q70	117
FORT SUTTER AUTOMOTIVE	1705 19TH ST	E 1/8 - 1/4 (0.172 mi.)	Q72	118
HINSHAW SUPPLY COMPANY	1901 S ST	SE 1/8 - 1/4 (0.177 mi.)	S76	121
FUNDERLAND, INC	1550 17TH AVE	NNE 1/8 - 1/4 (0.180 mi.)	T83	125
JIM'S COLOR CORNER	1905 S ST	SE 1/8 - 1/4 (0.180 mi.)	S84	126
PACIFIC WHOLESALE RUBBER STAMP	***1829 P STREET***	***NE 1/8 - 1/4 (0.188 mi.)***	***U85***	***126***
DIGITYPE PUBLISHING SERVICES	1831 P ST	NE 1/8 - 1/4 (0.189 mi.)	U86	127
PETZWAL'S TV	1627 19TH ST	ENE 1/8 - 1/4 (0.192 mi.)	V87	128
FUNDER LAND	1550 17TH AV	NNE 1/8 - 1/4 (0.195 mi.)	T88	128

EXECUTIVE SUMMARY

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
A TO Z AUTOMOTIVE ENGINEERING	***1626 19TH STREET***	***ENE 1/8 - 1/4 (0.199 mi.)***	***V91***	***130***
ANLAB	***1914 S ST***	***SE 1/8 - 1/4 (0.202 mi.)***	***93***	***131***
ONE HOUR PHOTO MAGIC	1520 16TH ST	N 1/8 - 1/4 (0.209 mi.)	Y94	133
HERMAN GLASS	1901 T ST	SSE 1/8 - 1/4 (0.225 mi.)	107	144
BURNETT & HARRIS	1510 16TH ST	N 1/8 - 1/4 (0.229 mi.)	Y110	146
HAYES BROS COLLISION REPAIR	1800 20TH ST	ESE 1/8 - 1/4 (0.232 mi.)	AD116	150
SACRAMENTO BEE WAREHOUSE	1721 20TH ST	E 1/8 - 1/4 (0.239 mi.)	AE118	156
17TH & O ST PARTNERS	1631 O ST	N 1/8 - 1/4 (0.242 mi.)	AF121	159
VACANT LOT	***1609 O ST***	***N 1/8 - 1/4 (0.247 mi.)***	***AF124***	***160***
MIDTOWN ANIMAL HOSPITAL	***1917 P ST***	***ENE 1/8 - 1/4 (0.247 mi.)***	***125***	***161***
SPRINT NEXTEL CELL SITE CA3261	1501 16TH ST	N 1/8 - 1/4 (0.248 mi.)	AF126	162
COMFORT MASTER	1517 19TH ST	ENE 1/8 - 1/4 (0.248 mi.)	128	163

Lower Elevation	Address	Direction / Distance	Map ID	Page
HOUSE OF LOUIE	1630 S ST	SW 0 - 1/8 (0.096 mi.)	I37	83
JAY STREET BUBBLE MACHINE	1601 S ST	WSW 0 - 1/8 (0.109 mi.)	I42	86
SMOG EXPRESS	1906 16TH ST	SW 0 - 1/8 (0.121 mi.)	44	87
EUROPEAN AUTO PARTS	1923 16TH ST	SW 1/8 - 1/4 (0.144 mi.)	L50	92
EUR SPRTS CAR GARAGE/AUTO PTS	1929 16TH ST	SW 1/8 - 1/4 (0.147 mi.)	L52	94
DEPT OF JUSTICE (REPROD. UNIT)	1515 S ST #101	WSW 1/8 - 1/4 (0.159 mi.)	N58	104
SACRAMENTO BLUEPRINT	***1720 15TH ST***	***NW 1/8 - 1/4 (0.161 mi.)***	***P62***	***110***
SMOG DIAGNOSTIC SPECIALIST	2000 16TH ST STE A	SW 1/8 - 1/4 (0.177 mi.)	R81	124
WARREN BRAKE & SUSPENSION	2000 16TH ST STE B	SW 1/8 - 1/4 (0.177 mi.)	R82	125
O K RADIATOR SERVICE	***2017 16TH ST***	***SW 1/8 - 1/4 (0.214 mi.)***	***Z95***	***133***
BRADFORD'S CHEVRON SERVICE	1430 Q ST	NW 1/8 - 1/4 (0.216 mi.)	AA96	134
CAPITOL CITY CO-OP CAB	2025 16TH ST	SW 1/8 - 1/4 (0.218 mi.)	Z106	143
AIR RESOURCES BOARD	***1900 14TH ST***	***W 1/8 - 1/4 (0.240 mi.)***	***AC120***	***157***

RESPONSE: Identifies confirmed release sites where DTSC is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk.

A review of the RESPONSE list, as provided by EDR, and dated 08/25/2008 has revealed that there are 6 RESPONSE sites within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ORCHARD SUPPLY COMPANY	***1731 17TH STREET***	***NNE 0 - 1/8 (0.030 mi.)***	***B5***	***11***
KEN'S BUFF AND PLATING	***1816 21ST STREET***	***ESE 1/4 - 1/2 (0.312 mi.)***	***AK140***	***179***
D T S C CAL EPA	***2809 S ST***	***ESE 1/2 - 1 (0.853 mi.)***	***AU181***	***278***

Lower Elevation	Address	Direction / Distance	Map ID	Page
FONTS PROPERTY	***1822 16TH STREET***	***W 0 - 1/8 (0.077 mi.)***	***D15***	***43***
16TH STREET PLATING	***1826 16TH STREET***	***W 0 - 1/8 (0.078 mi.)***	***D16***	***47***
PALM IRON WORKS	***1515 S STREET***	***WSW 1/8 - 1/4 (0.159 mi.)***	***N59***	***104***

EXECUTIVE SUMMARY

ENVIROSTOR: The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifes sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites.

A review of the ENVIROSTOR list, as provided by EDR, and dated 08/25/2008 has revealed that there are 23 ENVIROSTOR sites within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ORCHARD SUPPLY COMPANY Facility Status: Active	***1731 17TH STREET***	***NNE 0 - 1/8 (0.030 mi.)***	***B5***	***11***
ALTA PLATING INCORPORATED Facility Status: Refer: RWQCB	***1733 S ST.***	***S 0 - 1/8 (0.089 mi.)***	***G31***	***68***
MERCURY CLEANERS Facility Status: Refer: Other Agency	***1419 16TH STREET***	***N 1/4 - 1/2 (0.287 mi.)***	***AG130***	***167***
KEN'S BUFF AND PLATING Facility Status: Active	***1816 21ST STREET***	***ESE 1/4 - 1/2 (0.312 mi.)***	***AK140***	***179***
MENCARINI & JARWIN INC, CHROME Facility Status: Refer: Other Agency	1819 23RD ST	ESE 1/4 - 1/2 (0.464 mi.)	AP157	240
L STREET SITE - #1830 Facility Status: Refer: RWQCB	1830 L STREET	NNE 1/4 - 1/2 (0.491 mi.)	AR168	254
MCCURRY COMPANIES Facility Status: No Further Action	1231 K ST	NNW 1/2 - 1 (0.667 mi.)	176	267
WOODWARD CLEANERS AND DRYER Facility Status: Refer: Other Agency	2201 J STREET	NE 1/2 - 1 (0.747 mi.)	177	268
STERLING CLEANERS Facility Status: Refer: Other Agency	***2417 BROADWAY***	***SSE 1/2 - 1 (0.803 mi.)***	***179***	***271***
D T S C CAL EPA Facility Status: Active	***2809 S ST***	***ESE 1/2 - 1 (0.853 mi.)***	***AU181***	***278***
A-1 PAINTERS, DECORATORS & WAL Facility Status: Refer: Other Agency	***2816 S ST***	***ESE 1/2 - 1 (0.860 mi.)***	***AU182***	***295***
AMERICAN PLATING WORKS Facility Status: Inactive - Needs Evaluation	***2822 SOUTH STREET***	***ESE 1/2 - 1 (0.864 mi.)***	***AU183***	***297***
FORMER RED FEATHER DRY CLEANER Facility Status: Refer: Other Agency	***2500 J ST***	***ENE 1/2 - 1 (0.887 mi.)***	***184***	***300***
A-B-C CLEANERS Facility Status: Refer: Other Agency	1120 7TH STREET	NW 1/2 - 1 (0.929 mi.)	185	301
BOB'S CLEANERS Facility Status: Refer: Other Agency	2675 BROADWAY	SE 1/2 - 1 (0.945 mi.)	186	302

Lower Elevation	Address	Direction / Distance	Map ID	Page
FONTS PROPERTY Facility Status: Certified	***1822 16TH STREET***	***W 0 - 1/8 (0.077 mi.)***	***D15***	***43***
16TH STREET PLATING Facility Status: Certified	***1826 16TH STREET***	***W 0 - 1/8 (0.078 mi.)***	***D16***	***47***

EXECUTIVE SUMMARY

Lower Elevation	Address	Direction / Distance	Map ID	Page
A-1 PLATING CO. (INACTIVE #3) Facility Status: Inactive - Needs Evaluation	1721 16TH ST.	NW 0 - 1/8 (0.079 mi.)	E17	51
YOUR CLEANERS (INACTIVE #242) Facility Status: Refer: Other Agency	1924 16TH ST.	SW 1/8 - 1/4 (0.144 mi.)	L51	93
PALM IRON WORKS Facility Status: Certified	***1515 S STREET***	***WSW 1/8 - 1/4 (0.159 mi.)***	***N59***	***104***
1500 Q STREET SITE Facility Status: Refer: Other Agency	1500 Q STREET	NW 1/8 - 1/4 (0.168 mi.)	P67	114
CADA WAREHOUSE REDEVELOPMENT P Facility Status: Certified	***1108 R STREET***	***WNW 1/4 - 1/2 (0.463 mi.)***	***154***	***234***
723 "S" ST SITE (FORMER JUNKYA Facility Status: Refer: Other Agency	***723 S ST***	***WNW 1/2 - 1 (0.758 mi.)***	***178***	***269***

EDR PROPRIETARY RECORDS

EDR Historical Auto Stations: EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc.

A review of the EDR Historical Auto Stations list, as provided by EDR, has revealed that there are 21 EDR Historical Auto Stations sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
TOM & TOBY S AUTOMOTIVE CLINIC	1720 17TH ST	NNE 0 - 1/8 (0.031 mi.)	B7	33
PACIFIC ELECTRIC MOTOR SERVICE	1825 17TH ST	SSW 0 - 1/8 (0.051 mi.)	C10	37
WERNER S & DIETER S AUTO REPAI	1829 17TH ST	SSW 0 - 1/8 (0.053 mi.)	C12	40
LESTER MOTORS LTD	1804 16TH ST	WNW 0 - 1/8 (0.073 mi.)	D14	42
RANKIN W P	1701 S ST	SSW 0 - 1/8 (0.084 mi.)	22	57
POLLI & IRWIN	1709 S ST	SSW 0 - 1/8 (0.085 mi.)	G23	58
THOMPSON C E	1731 S ST	S 0 - 1/8 (0.088 mi.)	G28	65
GREENLEAF WM	1839 18TH ST	SE 0 - 1/8 (0.096 mi.)	H38	83
AUTOMOTIVE SERVICE CO	1705 19TH ST	E 1/8 - 1/4 (0.172 mi.)	Q71	118
IMHOF C L	1910 Q ST	E 1/8 - 1/4 (0.197 mi.)	W90	129
MAURER & MC DONALD REAR	1620 O ST	N 1/8 - 1/4 (0.244 mi.)	AF123	160

Lower Elevation	Address	Direction / Distance	Map ID	Page
SUPERIOR OIL SALES	1800 15TH ST	WNW 1/8 - 1/4 (0.148 mi.)	M53	94
DENRI AUTOMOTIVE SERVICE	1815 15TH ST	WNW 1/8 - 1/4 (0.149 mi.)	M55	95
BLASIER W J	1528 S ST	WSW 1/8 - 1/4 (0.150 mi.)	N57	103
AMERICAN ECONOMIC GARAGE THE	1711 15TH ST	NW 1/8 - 1/4 (0.164 mi.)	P64	113
ED & MIKES REAL REPAIRS	1709 15TH ST	NW 1/8 - 1/4 (0.164 mi.)	P65	113
LAZEAR A B	1600 T ST	SW 1/8 - 1/4 (0.177 mi.)	R78	122
MIDTOWN TEXACO ECONO CAR RENT	1531 P STREET	NNW 1/8 - 1/4 (0.201 mi.)	X92	130
MEL S ASSOCIATED	1501 P ST	NNW 1/8 - 1/4 (0.217 mi.)	X104	142
CAPITAL TRUCK SERVICE	1410 R ST	WNW 1/8 - 1/4 (0.218 mi.)	AB105	142
CAPITOL CLUTCH & BRAKE INC	1414 S STREET	W 1/8 - 1/4 (0.229 mi.)	AC112	147

EXECUTIVE SUMMARY

EDR Historical Cleaners: EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc.

A review of the EDR Historical Cleaners list, as provided by EDR, has revealed that there are 8 EDR Historical Cleaners sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SAM S LAUNDRY	1800 S STREET	SSE 0 - 1/8 (0.115 mi.)	K43	87
LOCKHART J E	1900 19TH ST	SE 1/8 - 1/4 (0.177 mi.)	S77	122
CALIF EXPERT CLEANERS & DYERS	1910 Q ST	E 1/8 - 1/4 (0.197 mi.)	W89	129
CHRIS S LAUNDERETTE	1525 16TH ST	N 1/8 - 1/4 (0.229 mi.)	Y111	147
REYNOLDS H A	1523 16TH ST	N 1/8 - 1/4 (0.230 mi.)	Y113	148
LOUIS HAND LAUNDRY	1521 16TH ST	N 1/8 - 1/4 (0.232 mi.)	Y114	148
BRANCH OFFICES	1601 O ST	N 1/8 - 1/4 (0.248 mi.)	AF127	163

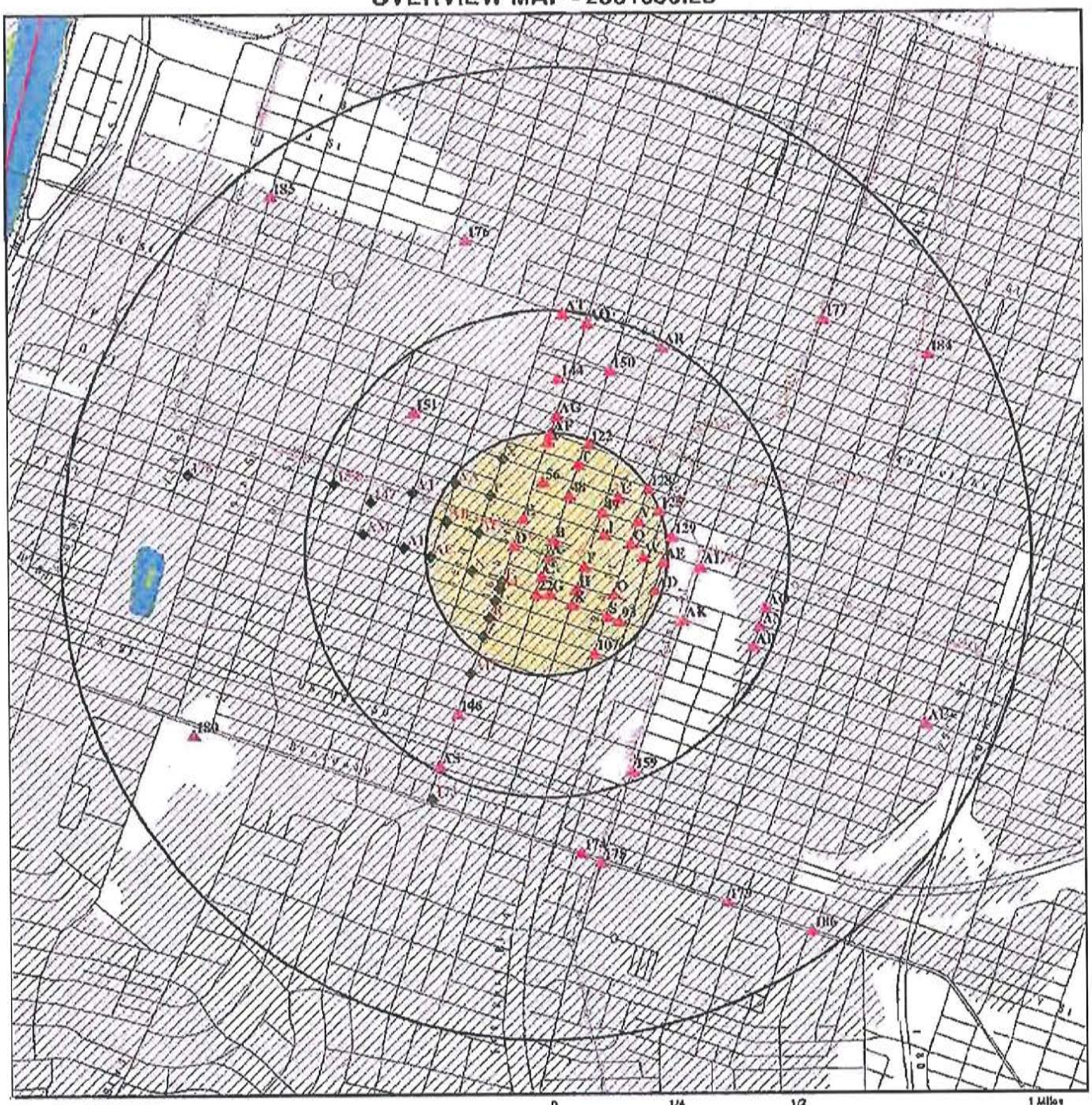
Lower Elevation	Address	Direction / Distance	Map ID	Page
SEU SING HAND LAUNDRY	1802 15TH ST	WNW 1/8 - 1/4 (0.148 mi.)	M54	95

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped:

Site Name	Database(s)
CAMP CONNELL	CA FID UST, SWEEPS UST
SO LAKE TAHOE	CA FID UST, SWEEPS UST
CALTRANS, I-5 Q STREET OFF-RAMP	RESPONSE, DEED, ENVIROSTOR, HIST Cal-Sites
CALTRANS, I-5 Q STREET O	Cortese
PG&E GAS PLANT SACRAMENTO 206 2	CERC-NFRAP
WATKINS PROPERTY	LUST
STATE OFFICE BUILDING # 819	LUST
LOT X CITY OF SACRAMENTO DEVELOPME	LUST
LOT X CITY OF SACRAMENTO DEVELOPME	LUST
BOULEVARD	HIST UST
BUELLTON	HIST UST
COLFAX	HIST UST
PACHECO PASS	HIST UST
CHESTER	HIST UST
ADIN	HIST UST
DESERT CENTER	HIST UST
HALF MOON BAY	HIST UST
INYOKERN	HIST UST
LEBEC	HIST UST
PLATINA	HIST UST
SIMMLER	HIST UST
LONGBARN	HIST UST
TAHOE CITY	HIST UST
PINEHURST	HIST UST
TOPAZ INSPECTION STATION	HIST UST
TRINITY CENTER	HIST UST
CAL PERS (LINCOLN PLAZA)	HAZNET, Sacramento Co. ML
UNKNOWN PCE SOURCE	SLIC
SACRAMENTO-YOLO MOSQUITO & VECTOR	SLIC
HEALTH & WELFARE DATA CENTER, SITE	SLIC
HEALTH AND WELFARE DATA CENTER (SI	SLIC
CALTRANS	SLIC
POWELL MATERIALS	SLIC
VINCZE GARAGE	Sacramento Co. ML
SCOFIELD'S FURNITURE	Sacramento Co. ML
VERIZON WIRELESS - SAC DOWNTOWN	Sacramento Co. ML
ST OF CA DEPT OF GEN SVC	Sacramento Co. ML
FRESH CLEANERS	Sacramento Co. ML
CAMPUS RECYCLING CENTER	Sacramento Co. CS
CALTRANS	Sacramento Co. CS

OVERVIEW MAP - 2361930.2s



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- County Boundary
- Power transmission lines
- Oil & Gas pipelines
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- Areas of Concern

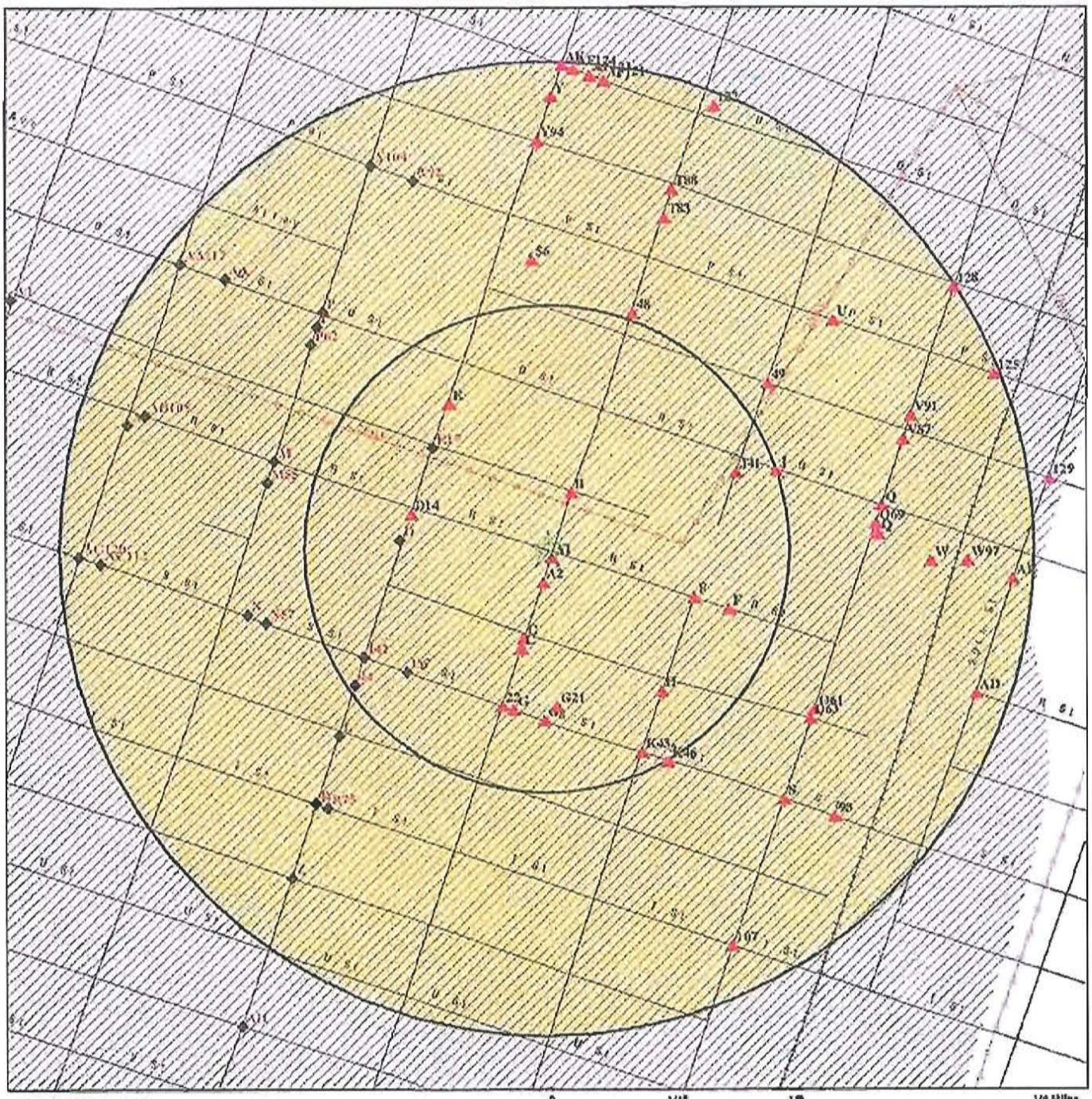
0 1/4 1/2 1 Miles

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: R Street Market Plaza ADDRESS: R Street/17th Street Sacramento CA 95814 LAT/LONG: 38.5690 / 121.4878	CLIENT: Blackburn Consulting CONTACT: Laura Long INQUIRY #: 2361930.2s DATE: November 12, 2008 1:25 pm

Copyright © 2008 EDR, Inc. © 2008 Tele Atlas Rel. 07/2007.

DETAIL MAP - 2361930.2s



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Power transmission lines
- Oil & Gas pipelines
- 100-year flood zone
- 500-year flood zone
- Areas of Concern

0 1/16 1/8 1/4 Miles

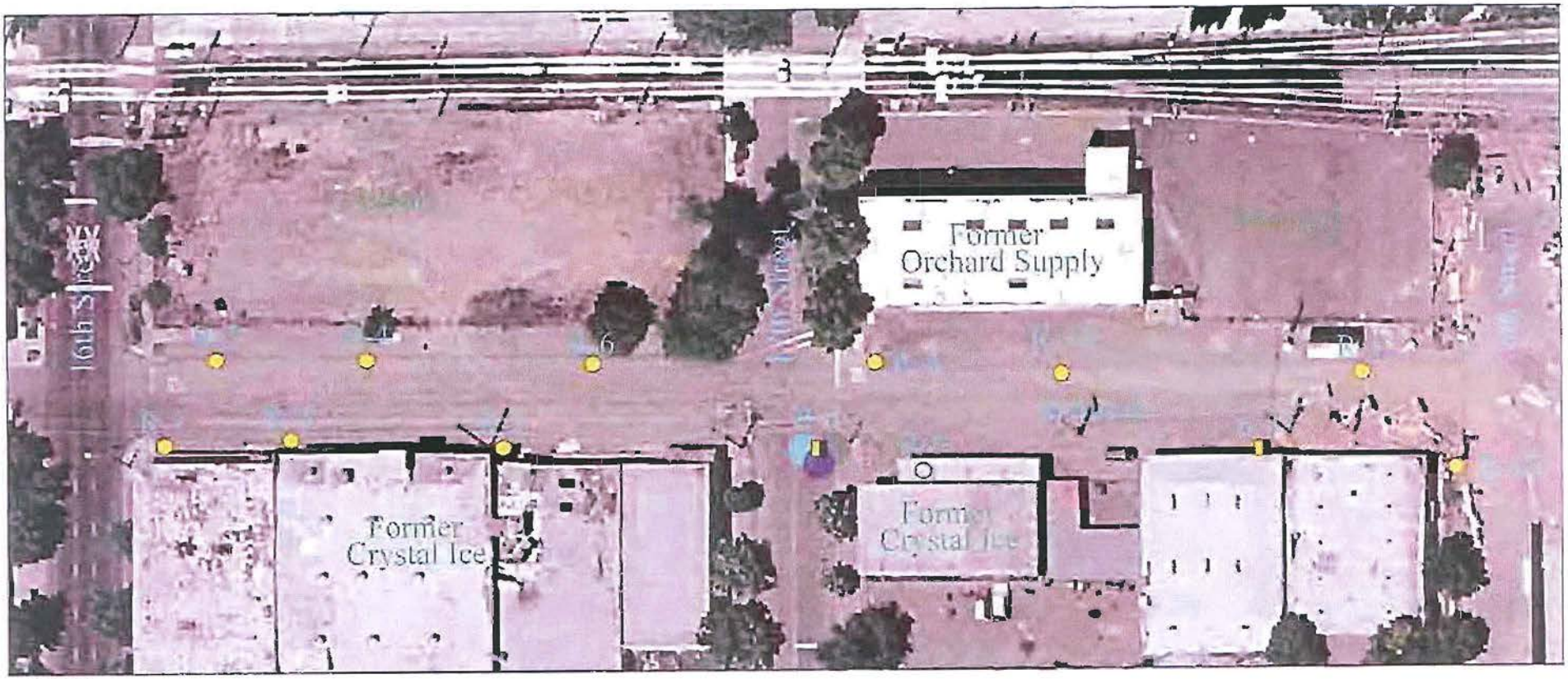
This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: R Street Market Plaza ADDRESS: R Street/17th Street Sacramento CA 95814 LAT/LONG: 38.5690 / 121.4878	CLIENT: Blackburn Consulting CONTACT: Laura Long INQUIRY #: 2361930.2s DATE: November 12, 2008 1:26 pm

Copyright © 2008 EDR, Inc. © 2005 Tele Atlas Ltd. 07/2007.

APPENDIX F

Targeted Brownfields Assessment
Sampling Locations



LEGEND

Groundwater sampling results where **Benzene** concentration is above the appropriate ESL of 1 micrograms/Liter.

Groundwater sampling results where **Xylenes** concentration is above the appropriate ESL of 20 micrograms/Liter.

Groundwater sampling results where **Ethyl-benzene** concentration is above the appropriate ESL of 30 micrograms/Liter.

Approximate Soil Boring Depths

- Hand-auger sample to 2-ft. depth
- Borehole sample to 4-ft. depth
- Borehole sample to 12-ft. depth
- Borehole sample with groundwater to 20-ft. depth

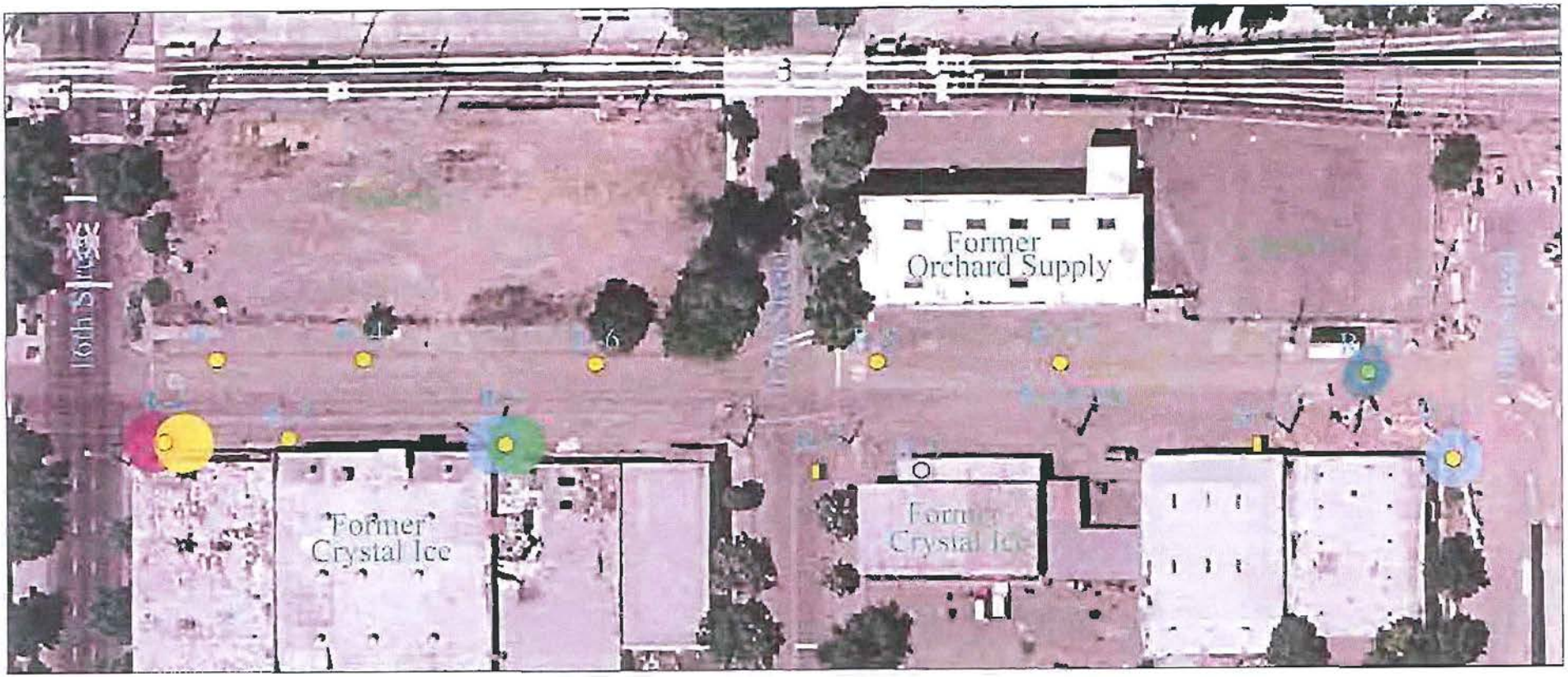
NORTH

SCALE

50'

R-STREET
GROUNDWATER ANALYTE CONCENTRATIONS
Capitol Area Development Agency (CADA)
Sacramento, CA
November 2006
26067098

Figure 10



LEGEND

- Boring locations where **surface soil** sample results are greater than the commercial benchmark for **TPH as diesel** (100 mg/kg)
- Boring locations where **subsurface soil** sample results are greater than the commercial benchmark for **TPH as diesel** (100 mg/kg)
- Boring locations where **surface soil** sample results are greater than the commercial benchmark for **TPH as motor oil** (1000 mg/kg)
- Boring locations where **subsurface soil** sample results are greater than the residential benchmark for **TPH as motor oil** (500 mg/kg)

Approximate Soil Boring Depths

- Hand-auger sample to 2-ft. depth
- Borehole sample to 4-ft. depth
- Borehole sample to 12-ft. depth
- Borehole sample with groundwater to 20-ft. depth

NORTH

SCALE

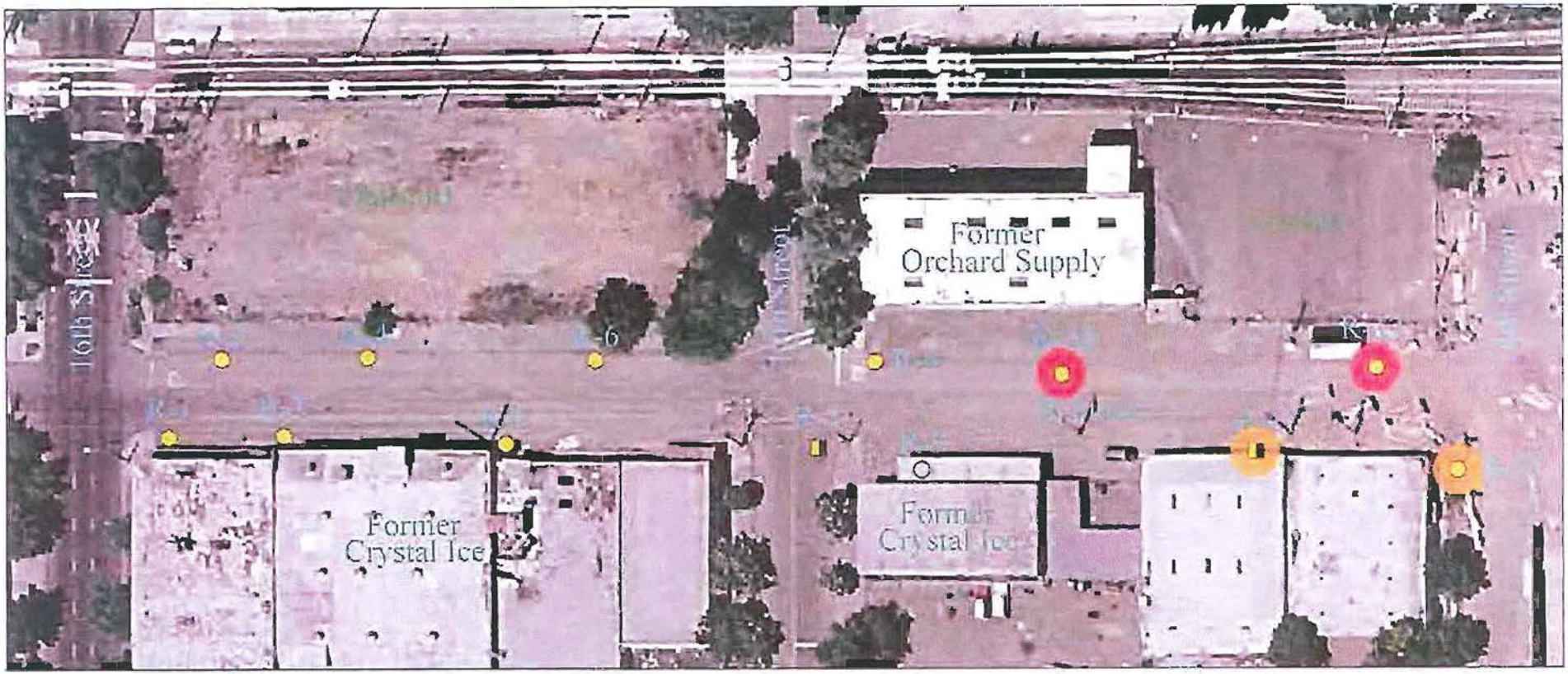
50'

R-STREET
TPH CONCENTRATIONS IN SOIL

Capital Area Development Agency (CADA)
Sacramento, CA

November 2006
28067098

Figure 9



LEGEND

- Boring locations where **surface soil** sample results are greater than the commercial benchmark for **lead** (750 mg/kg)
- Boring locations where **surface soil** sample results are greater than the residential benchmark for **lead** (150 mg/kg)

Approximate Soil Boring Depths

- Hand-auger sample to 2-ft. depth
- Borehole sample to 4-ft. depth
- Borehole sample to 12-ft. depth
- Borehole sample with groundwater to 20-ft. depth

NORTH

SCALE

50'

R-STREET SITE
LEAD CONCENTRATIONS IN SOIL

Capitol Area Development Agency (CADA)
Sacramento, CA

November 2006
28067028

Figure 8

Appendix G

Regional Geology and Physical Setting

Regional Geology and Physical Setting:

The site lies within the Great Valley geomorphic province of California. The Cascade and Klamath Ranges border the Great Valley to the north, the Coast Ranges to the west, the Sierra Nevada to the east, and the Transverse Ranges to the south. The Valley formed by tilting of the Sierran Block with the western side dropping to form the valley and the eastern side being uplifted to form the Sierra Nevada. The valley is characterized by a thick sequence of alluvial, lacustrine and marine sediments. The thickness of the sediments varies from a thin veneer at the edges of the valley, to several thousand feet in the central portion of the valley.

Based on our review of the Sacramento Quadrangle geologic map from the California Division of Mines and Geology, the site is underlain by the early Quaternary Levee and channel deposits. This formation is composed of sands, silts, and clays. Historic research shows imported fill was placed in this area of downtown Sacramento in the late 19th or early 20th century.

The site is located approximately 1 ½ miles southwest of the American River and approximately 1 ¼ miles east of the Sacramento River. The topography through the corridor is generally flat with an average elevation of approximately 15 feet above mean sea level (msl) based on United States Geological Survey (USGS) topographic maps (USGS, 2007). Historical depth to groundwater beneath the site, as reported by the California Department of Water Resources Groundwater Elevation Map website is from 13 to 25 feet below grade surface (bgs). The shallow aquifer consists generally of a 5 to 10 foot thick layer of silty sand overlain by approximately 30 to 35 feet of silty clay/clayey silt. This silty clay/clayey silt act as an aquatard, confining the water to the shallow aquifer. The deeper aquifer is separated from the shallow aquifer by approximately 15 to 25 feet of silty clay/clayey silt and is generally encountered between 55 and 65 feet bgs. The deeper aquifer is composed of coarser and locally indurated sand with silt and gravels approximately 5 to 15 feet thick.

Appendix H

Regulatory File Review

Orchard Supply Company

Regulatory File Review of Orchard Supply Company:

- DTSC is conducting on-going monitoring of groundwater at this site. Thirty-five groundwater monitoring wells have been installed here and on surrounding sites. Nineteen of these are screened in the "shallow" aquifer (at depth intervals between 10 and 40 feet bgs), 15 are screened in the "deep" aquifer (at depth intervals between 58 and 92 feet bgs), and one source area well in screened at the bottom of the third or "deeper aquifer from 135 to 140 feet bgs. Lateral distribution of site-related VOCs covers an area of approximately four city blocks encompassing the R Street Market Plaza site. Contaminants with the most widespread concentrations in the shallow aquifer include benzene, 1, 2-dichloroethane (1, 2-DCA), 1, 2-dichloropropane (1, 2-DCPA), and carbon tetrachloride (CTCL). Distribution of the groundwater impacts appears to be controlled by the hydrogeology at the site.

- The DTSC signed a Voluntary Cleanup Agreement Amendment, dated September 2005, for the former Orchard Supply Company facility to include oversight of a Preliminary Endangerment Assessment for the building at the subject site. A Human Health-Based Risk Assessment Report was performed in accordance with DTSC approved workplans (Limited EA Workplan 2002, and addendum 2004) and Supplemental Environmental Assessment Workplan 2004.

- A "Covenant to Restrict Use of Property Environmental Restriction between Orchard Supply Company and the DTSC", dated December, 2006, restricts certain uses (residence, hospital, school or day care), provides guidance for soil management, and prohibits certain activities (raising food, drilling for drinking water, oil or gas, or extracting groundwater).

- The Final Removal Action Workplan (RAW) objectives for the Orchard Supply Co. site were to abate the actual or potential exposure of pesticide and metals contaminants within the soil to current and future receptors and to minimize the potential for contaminant leaching from soil to groundwater. Excavation and offsite disposal of contaminated soil was conducted in April 2002. Excavation across the site varied in depth ranging from one foot to ten feet. Approximately 3,151 tons of materials were removed. Excavated areas were backfilled with "clean" fill material. Groundwater remediation was not addressed in the RAW. Currently quarterly groundwater monitoring is conducted by DTSC to determine the extent of the contamination. Samples are analyzed for VOCs, PAHs, organochlorine pesticides, herbicides, and dioxin.

- The RAW addresses only the actual or potential exposure to pesticide and metal contaminants within surface and near surface soils. Petroleum hydrocarbons and volatile organic compound (VOC) contaminants detected in the deeper soil or groundwater are not addressed in this removal action plan.

Appendix I

Prior Environmental Investigation

CADA Property Targeted Brownfields Assessment

Targeted Brownfields Assessment: CADA Property R Street Market Plaza:

Overview:
The Targeted Brownfields Assessment (TBA) included an assessment of the proposed R Street Market Plaza site designated for redevelopment by the Capitol Area Development Authority (CADA). The TBA investigation and report follows USEPA guidance, and is intended to address the required elements of the ASTM Phase II Environmental Site Assessment Process. The EPA Team 9 Superfund Technical Assessment and Response Team (EPA START 9) conducted the TBA investigation.

The general screening, sampling an analyses program conducted by the EPA START 9 Team was designed to collect and analyze soil and groundwater samples to better understand environmental conditions at the CADA property. The data generated during the TBA was used to evaluate the environmental conditions on the property and to identify areas above the relevant action levels. The sampling was performed in order to quantitatively and qualitatively define data for the contaminants of concern. A combination of soil and groundwater sampling and laboratory analysis was performed to accomplish the objectives.

Sampling Methodology:
Soil and groundwater sampling was conducted in August 2006, in accordance with the EPA START 2006 Sampling and Analysis Plan (SAP) using a hydraulic direct-push boring unit and hand augers. The drilling operations were subcontracted to Resonant Sonic International. Both 4 and 20-foot boreholes were completed using the direct-push boring unit. Hand augering was performed at the 2-foot sampling locations.

Thirty-two soil samples from 13 boreholes were collected and analyzed. One groundwater sample from one borehole was collected and analyzed. Sampling locations identified in the Targeted Brownfields are located in Appendix F. The following chemicals of potential concern were identified in surface and subsurface soils; TPH (gasoline, diesel, motor oil), PAHs, metals (lead), and VOCs in soil and groundwater. Analytical methods approved by the US EPA were used to generate the analytical data.

The data generated by this investigation was evaluated following US EPA Region IX Superfund Data Evaluation/Validation Guidance R9QA/006.1.

Subsurface Conditions:
Subsurface conditions at the R Street site consist of fill overlying alluvial sediments. The fill extends past the maximum depth of the majority of the 4-foot deep borings and consists of a mixture of sandy gravel, silty sand, and clay containing various amounts of metal, wood, and organic materials. Deeper soil borings include alternating layers of alluvial sediments consisting of a mixture of silty and sandy clays. At boring R-7, a 3-inch layer of gray sandy gravel had strong chemical odors and registered a maximum reading of 170 ppm using a Photo Ionization Detector (PID). A layer of light greenish-gray silty sand below the sandy gravel had a PID reading of 371 ppm, with observable discolored soils. Groundwater was encountered in Boring R-7 at a depth of approximately 22 feet.

Analytical Results:
Select soil samples were analyzed for lead, TPH as diesel, oil, and gasoline, PAHs, and VOCs. Results were then compared to the applicable concentration limits, including California Human Health Screening Levels (CHHSL), Region 2 Environmental Screening Levels (ESLs), and EPA Region IX Preliminary Remediation Goals (PRGs) to provide a guideline in evaluating potential contamination impact to the near-surface soils within the project corridor.

- **Lead**

The highest concentrations of lead are located in the central and eastern portions of R Street, between 17th and 18th Streets.

Surface Soil Samples (0 to 4 foot bgs):

R-11 and R-13: Concentrations greater than 150 mg/kg (residential benchmark)
R-10 and R-12: Concentrations greater than 750 mg/kg (commercial benchmark)
R-10 (2,140 mg/kg) and R-12 (1,660 mg/kg): Concentrations above 1,000 mg/kg are designated as a California Hazardous Material.

- **Petroleum Hydrocarbons**

Elevated concentrations of TPH-d and TPH-mo appear to be located in the former railroad track right-of-way adjacent to the former Crystal Ice facility.

Surface Soil Samples (0-2 feet bgs):

R-5, R-12 and R-13: Concentrations of TPH-d greater than 100 mg/kg (commercial benchmark).
R-5: Concentrations of THP-mo greater than 1000 mg/kg (commercial benchmark).

Subsurface Soil Samples (2-12 foot bgs):

R-1: Concentrations of TPH-d greater than 100 mg/kg (commercial benchmark).
R-1: Concentrations of TPH-mo greater than 500 mg/kg (residential benchmark).

- **PAHs (Benzo (a) pyrene)**

Analysis of soil samples for PAHs indicated average concentrations are all below residential and industrial assessment benchmark levels.

- **Groundwater**

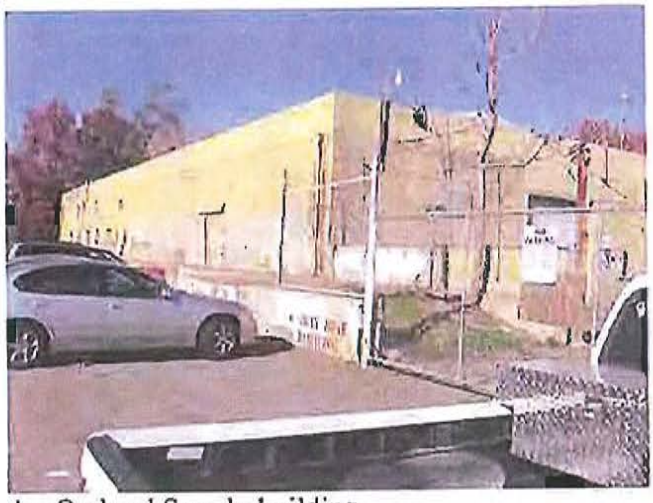
One groundwater sample was collected at R Street. The sample exceeded several Maximum Contaminant Levels (MCL) and ESL industrial standard benchmarks. The highest concentrations were benzene (25 *u*g/L), xylenes (1,550 *u*g/L), ethylbenzene (710 *u*g/L), and toluene (24 *ug*/L). Groundwater was encountered at a depth of approximately 22 feet.

Conclusion reached in TBA:
The TBA concluded; "1) future development at the site should include soil remediation goals to minimize the lead exposure risk to the end-user within the future development area, 2) in order to minimize lead exposure risks to construction workers and the end-user of the planned development, it may be necessary to remove surface soils impacted with lead at concentrations that are above the ESL and/or PRG, 3) the soil may be classified as hazardous for disposal purposes, and 4) elevated concentrations of TPH-d and TPH-mo appear to be located in the former railroad track right-of-way and roadway/loading dock areas adjacent to the former Crystal Ice facility, and that prior to future development, these areas may require further investigation and/or remediation."

APPENDIX J

Site Photographs

1 – Orchard Supply at R and 18th Streets



4 – Orchard Supply building

2 – Orchard Supply at R & 18th Streets

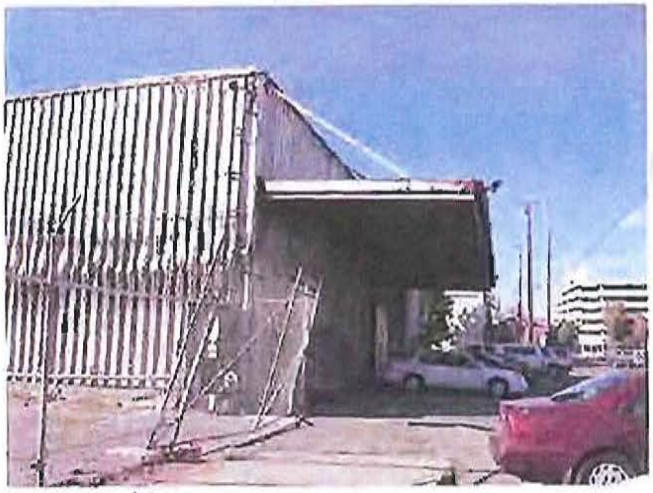
5 – Crystal Ice between 17th & 18th Streets

3 – Unlabeled drums at Orchard Supply

6 – Crystal Ice between 17th & 18th Streets

7 – Crystal Ice / Alley between buildings

10 – R & 17th intersection – end of exposed tracks

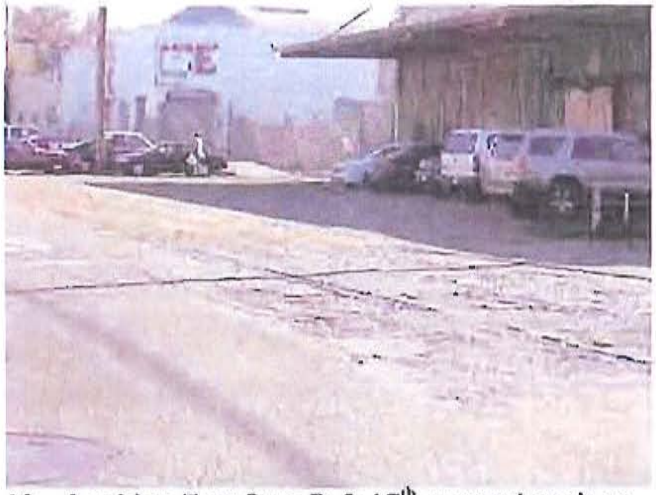


8 – Crystal Ice

11 – Looking West from R & 17th

9 – R & 17th Streets. End of exposed center line railroad tracks

12 – Looking East from R & 17th



13 – Looking East from R & 17th exposed track on south side

16 – Alley behind Orchard Supply

14 – Looking North from 17th & R

17 – R Street between 16th & 17th Streets

15 – Looking Northwest from 17th & R

18 – Crystal Ice between 17th & 16th

19 – R Street between 16th & 17th Streets / looking east

20 – Intersection at 17th & R looking east

21 – R Street between 16th & 17th Streets looking West

APPENDIX C

DTSC STATEMENT OF INFORMATION

City of Sacramento

R-Street Corridor 16th to 18th Street Improvement Project

Statement of Information

Prepared for
State of California, Department of Toxic Substance Control (DTSC)

Purpose

The City of Sacramento (City) is designing improvements for the R-Street corridor between 16th and 18th Streets in downtown Sacramento. The project area is characterized as warehouse district combined with mixed use residential, commercial, and light industrial.

A significant element of the project is to remove the existing asphalt surfaced roadway and street side parking and replace it with concrete pavement. Construction of this change from asphalt to concrete will generate excess spoils composed primarily of asphalt and shallow subgrade soil. Project planning has identified contamination in shallow subgrade soil (this information is included in Blackburn Consulting's (BCI), May 26, 2009, Draft Initial Site Assessment (ISA)). Contamination detected includes total lead (discrete samples in excess of 1,000 parts per million) and petroleum hydrocarbons. Based on these results and informal discussions with the California Department of Toxic Substance Control (DTSC), the environmental documents for the project conclude that DTSC and the City will implement a Voluntary Clean-up Program (VCP).

Consequently, on July 20, 2010, DTSC, the City, Mark Thomas & Company, and BCI, met to discuss the project. At that meeting DTSC requested that the project team prepare a summary of the project along with a list of issues that may require DTSC input. This document provides that information. The first section describes the overall project. The second section identifies those issues we expect may require DTSC involvement. DTSC will use this Statement of Information to develop the conditions of the VCP.

Section 1 - Project Overview

The existing corridor has no defined separation between vehicular and pedestrian traffic. Pedestrians travel through the parking strips on either side of the traveled way or use the traveled way itself. This creates an unsafe environment and does not meet current ADA guidelines. Additionally, the existing pavement, lighting, and drainage systems are in poor condition and are inconsistent with City transportation goals and policies

The streetscape improvements are in accordance with the Central City Community Plan and the R Street Corridor Urban Design Plan and will result in revitalization of this portion of the R Street Corridor

R-Street Corridor 16th to 18th Street Improvement Project

Statement of Information

Project Description

This project includes reconstruction of R Street, improved parking, added sidewalks, planting trees, installation of lighting and updating the drainage system. The maximum depth of disturbance will be eight (8) feet for utility trenches. A goal of the project is to keep the existing historic railroad tracks.

Specific elements of the project include:

- Replacing the existing asphaltic concrete (AC) travel way with Portland cement concrete (PCC).
- Providing a 22-foot-wide travel way (i.e. one 11-foot-wide lane in each direction).
- Constructing a 23-foot-wide pedestrian walkway/plaza with a 4-inch high curb adjacent to the southern right-of-way.
- Constructing an 8-foot wide sidewalk with a four-inch high curb adjacent to the northern right-of-way.
- Providing 90-degree parking stalls along the pedestrian walkway/plaza on the southern side of the right of way.
- Providing shade trees in two rows on each block of R Street in the plaza and parking area.
- Constructing new utilities including an underground drainage system with drain inlets and laterals to accommodate street run-off and site drains for the plaza.

Railroad Tracks

The project will keep the existing mainline track and the new roadway slope will conform to the existing track grades. At siding tracks where elevations may be changed, grade changes will be accomplished by removing the existing rail and ties and placing the removed rails onto a new concrete footing at the adjusted elevation. Disposition of removed wood RR ties will be at an approved landfill.

R-Street Corridor 16th to 18th Street Improvement Project

Statement of Information

Construction Staging

R Street will be closed to through traffic during construction. 16th and 18th Streets will remain open. Construction will result excess spoils. These soils are expected to be contaminated with lead and hydrocarbons and will require disposal at an appropriate landfill. Prior to disposal the contaminant levels will be characterized. This will require an interim staging area, which will be on 17th Street between the northern light rail crossing and the alley south of R Street. All construction equipment will be stored within the existing City right-of-way. Vehicular access to the operating businesses will remain open at all times.

Section 2 – DTSC Project Overview

The project team requests DTSC to review the overall project goals and objectives and provide input and comment on the expected key issues. The key issues will be incorporated into a VCP or some other type of agreement between DTSC and the City.

Expected key issues are:

- **Workplan Development and Approval**
  - Upon DTSC's request, the City will develop a workplan for contamination related issues. The workplan will describe each issue and outline the associated action.
  - For each issue, DTSC will comment on the planned action and provide necessary oversight.
- **Disposition of Impacted Soil including Characterization Sampling**
  - DTSC will review and comment on the City's plan for removal and characterization of potentially contaminated soil.
- **Stockpiling, Handling, and Transportation of Impacted Soil**
  - DTSC will review and comment on the contractor's transportation plan, including issues related to loading, manifesting, transport, and landfill acceptance.
- **Existing Monitoring Well Preservation, Modification, and/or Replacement**
  - To check that project plans do not adversely impact existing monitoring facilities DTSC will participate in the plan review process.
  - If any monitoring wells require modification, DTSC will review, comment, and approve of all planned modifications including complete well replacement (if required).
  - DTSC will provide a schedule of planned monitoring events (i.e. monthly/quarterly sampling). The City will facilitate access to the wells for monitoring during construction.
  - Well elevation survey at completion of project.

R-Street Corridor 16th to 18th Street Improvement Project

Statement of Information

- **Subsurface Vapor Monitoring**
  - The City's Environmental Consultant will work in conjunction with DTSC to develop a scope for collecting and analyzing a vapor sample from the proposed deep utility alignment. The purpose is to evaluate the presence of vapors (volatile compounds) to be encountered in the workers breathing zone. This information will be provided to the contractor, but worker safety is ultimately the contractor's responsibility.
  - Perform vapor investigation as part of Plan, Specifications & Plan (PS&E) phase
  - Integrate soil vapor findings into final PS&E phase

- **Clean-up Standards**
  - Excavation and disposal of contaminated soil from this project is not driven by a clean-up standard (i.e. the soil is not being excavated to mitigate a potential public health risk). Instead the soil is being removed to facilitate construction of a new pavement surface (concrete and baserock). A byproduct of new pavement construction is excess spoils (broken up asphalt and soil). Because these spoils may be impacted with heavy metals and petroleum hydrocarbons, they require proper handling, staging, characterization, transportation, and disposition.

    Consequently, there are no clean-up standards or goals for this project, and the ultimate volume of material excavated is a function of the projects physical requirements - not the extent of contamination.

- **Voluntary Clean-up Agreement**
  - The City anticipates that DTSC will review this project summary, follow up with questions, and let the City know how to proceed with development of the VCP or other appropriate agreement.

APPENDIX D

REQUIREMENTS FOR EXCAVATION IN PROXIMITY OF SMUD'S UNDERGROUND TRANSMISSION CABLES

TABLE OF CONTENTS

1 PURPOSE 2

2 REFERENCES 2

3 MINIMUM REQUIREMENTS 2

4 RELATED CALIFORNIA GOVERNMENT CODES 4

1 PURPOSE

This document is intended to be a guide for use by third parties who plan on performing excavation activities within 10 feet of SMUD 115kV and 230kV underground transmission lines. These underground transmission lines, belonging to SMUD are identified as "High Priority Subsurface Installations" and are covered under California Government Codes.

2 REFERENCES

California Government Code	Section 4216
California Senate Bill	1359
USA North's Excavation Manual	

3 MINIMUM REQUIREMENTS

3. 1 The Contractor shall provide SMUD with a schedule of work (with dates and times) for any excavation within ten feet of the transmission line(s).

3. 2 **ALL** work within ten (10) feet of the underground transmission line(s) shall be in the presence of a SMUD Inspector (or a SMUD Qualified Electrical Worker) prior to the start of work. A 72-hour advance notice is required. Please contact SMUD Inspection Services' at (916)732-5905 to schedule for inspections.

3. 3 It is the Contractor's responsibility to plan and execute its work such that SMUD facilities are not damaged in any way. Any damage to SMUD facilities shall be repaired at the Contractor's sole expense. This includes all SMUD expenses necessary to repair its facilities including emergency repairs, environmental cleanup, asbestos and lead abatement, etc...

3. 4 SMUD will provide the **approximate** location of the transmission line(s) before excavation begins. The Contractor shall determine the **exact** location of the SMUD line(s) every 25 feet when its work (excavation, drilling or boring) is within ten (10) feet of the approximate location(s), the Contractor shall use hand tools to determine the exact location of SMUD line(s).

3. 5 When excavating within three (3) feet of the exact location of any SMUD transmission line, the contractor shall hand expose and protect the SMUD line prior to using power equipment. Hand-power tools may be used to remove street asphalt **IF** approved in advance by the SMUD Engineer.

3. 6 All SMUD direct buried pipes have a lead paint coating, in addition to a somastic coating which contains asbestos. **THESE COATINGS SHALL NOT BE DISTURBED**.

3. 7 The bottom surface of a SMUD transmission line shall be hand exposed and protected prior to any excavation, drilling or boring **under** a SMUD line.

3. 8 All shoring shall maintain soil pressure when in place. Shoring shall be placed six (6) to twelve (12) inches beyond vertical faces, and above the top horizontal face of exposed concrete encasements. Additional safeguards maybe required for direct buried lines and will be determined on a case-by-case basis.

3. 9 Excavation under concrete encasements or transmission pipes shall be minimized to limit the unsupported length of the encasement or pipe. (See Requirement # 3.13 for backfill requirements.) Shoring of the encasement or pipe may be required depending upon the extent of the work. SMUD may require the Contractor to submit a shoring plan stamped by a California licensed Civil Engineer prior to start of work. Shoring plan submittals will be determined by SMUD on a case-by-case basis.

3. 10 Twelve (12) inches of clearance shall be maintained from SMUD duct banks or direct buried pipes to any installed facilities for all crossings of SMUD facilities. Three (3) feet of clearance shall be maintained from SMUD duct banks or direct buried pipes for all installed facilities running parallel to SMUD facilities.

3. 11 Joints for wet utilities, conduits, etc..., will be at least three (3) feet from the vertical edge of the duct bank or direct buried pipes.

3. 12 Trench plates shall not create a slipping or tripping hazard and shall extend two (2) feet minimum beyond the edge of excavation. Plates shall be pinned and cutback placed per City of Sacramento / County of Sacramento requirements.

3. 13 Backfill within three (3) feet of the vertical edge of the duct bank or direct buried pipes, above the direct buried pipes, and any void created as a result of tunneling under a SMUD facility shall be 2 sacks of cement per cubic yard. Any warning tape that is removed shall be replaced in kind. **NO** mechanical compaction equipment shall be allowed in this area. **Changes to this requirement to meet County or City requirements must be approved by the SMUD Civil Engineer.**

3. 14 Additional safeguards to protect the transmission line(s) may be required if warranted by site conditions. SMUD inspector will notify the contractor's site supervisor immediately if additional safeguards are required.

3. 15 In addition to the above, the customer and/or their representatives or contractors **SHALL NOT ENTER** any vault, manhole, or other SMUD facility except in the presence of a SMUD qualified electrical worker. Please see requirements # 3.2 for SMUD contact Information.

4 RELATED CALIFORNIA GOVERNMENT CODES

Disclaimer; the information provided in this section is intended to be for convenience. It is the responsibility of the user of this document to ensure that they are using the latest revision of the California codes as they may have changed since the adoption of this document.

4216 (e) "High priority subsurface installation" means high-pressure natural gas pipelines with normal operating pressures greater than 415 kPA gauge (60 psig), petroleum pipelines, pressurized sewage pipelines, high voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60 kV [103.9 kV phase-to-phase], or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged.

4216 (h) "Operator" means any person, corporation, partnership, business trust, public agency, or other entity that owns, operates, or maintains a subsurface installation.

4216 (i) "Qualified person" means a person who completes a training program in accordance with the requirements of Title 8, California Code of Regulations, Section 1509, Injury Prevention Program, that meets the minimum training guidelines and practices of Common Ground Alliance current Best Practices.

4216 (l) "Subsurface installation" means any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines.

4216.2 (a2) When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time. The excavator and operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installations prior to start time.

4216.3 (a4) Operators of high priority subsurface installations shall maintain and preserve all plans and records for its subsurface installations.

4216.4 (a) When the excavation is within the approximate location of subsurface installation, the excavator shall determine the exact location of

subsurface installations in conflict with the excavation by excavating with hand tools within the area of the approximate location of subsurface installations as provided by the operators in accordance with Section 4216.3 before using any power-operated or power-driven excavating or boring equipment within the approximate location of the subsurface installation, except that power-operated or power-driven excavating or boring equipment may be used for the removal of any existing pavement if there are no subsurface installations contained in the pavement. If documented notice of the intent to use vacuum excavation devices, or power-operated or power-driven excavating or boring equipment, has been provided to the subsurface installation operator or operators and it is mutually agreeable with the operator or operators and the excavator, the excavator may utilize vacuum excavation devices, or power-operated or power-driven excavating or boring equipment within the approximate location of a subsurface installation and to any depth.

4216.4 (c) An excavator discovering or causing damage to a subsurface installation, including all breaks, leaks, nicks, dents, gouges, grooves, or other damage to subsurface installation lines, conduits, coatings, or cathodic protection, shall immediately notify the subsurface installation operator. The excavator may contact the regional notification center to obtain the contact information of the subsurface installation operator. If high priority subsurface installations are damaged and the operator cannot be contacted, the excavator shall call 911 emergency services.

4216.6 (a1) Any operator or excavator who negligently violates this article is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000).

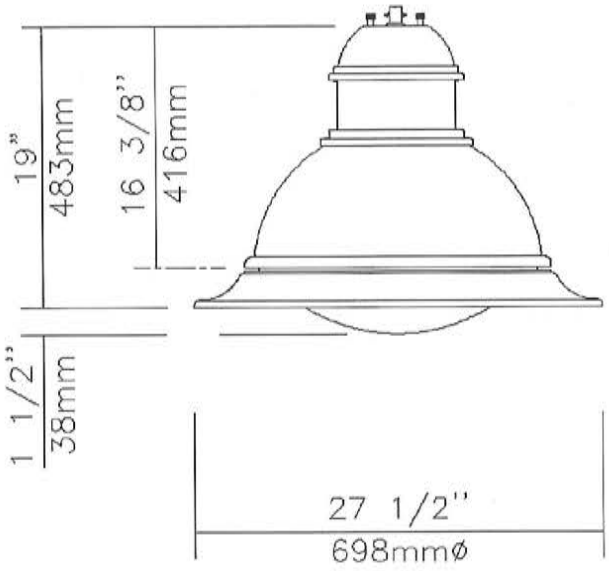
4216.6 (a2) Any operator or excavator who knowingly and willfully violates any of the provisions of this article is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

APPENDIX E

STREET LIGHTING

R street

LEDGINE



EPA: 1.42 sq ft / weight: 42 lb (19.1 kg)
Note: 3D image may not represent color or option selected.
Logos above include link, click to access.

Qty	2	Luminaire	**DMS50-70W64LED4K-R-LE3S-120-BKTX**

Description of Components:

Hood: A die cast A360.1 aluminum dome complete with a cast-in technical ring with latch and hinge. The mechanism shall offer tool-free access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

Housing: In a round shape, this housing is made of cast 356 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 3/8-16 UNC. This suspension system permits for a full rotation of the luminaire in 90 degree increments.

Light Engine: LEDgine composed of 5 main components: **Lens / LED lamp / Optical System / Heat Sink / Driver**
Electrical components are RoHS compliant.

Lens: Made of soda-lime clear tempered glass curved lens, mechanically assembled and sealed onto the lower part of the heat sink.

Lamp: LED Module (Included), LED type Philips Lumileds LUXEON R. Composed of 64 high-performance white LEDs, 71w lamp wattage. Color temperature of 4000 Kelvin nominal, 70 CRI. Operating lifespan based on TM-21 extrapolation to get results after which 50% of LEDs still emits over 70% (L70) of its original lumen output. Use of metal core board insures greater heat transfer and longer lifespan of the light engine. The LED circuit board is included with a quick disconnect wiring connection for ease of replacement.

Optical System: (LE3S), IES type III (asymmetrical). Composed of high-performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM-63, LM-79 and TM-15 (IESNA) certifying its photometric performance. Street side indicated.

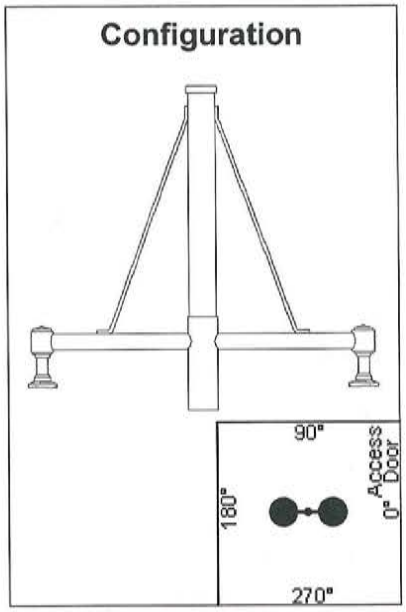
Heat Sink: Heat Sink: Made of die cast A360 aluminum optimising the LEDs efficiency and life, complete with a cast in skirt and technical ring. Product does not use any cooling device with moving parts (only passive cooling device)

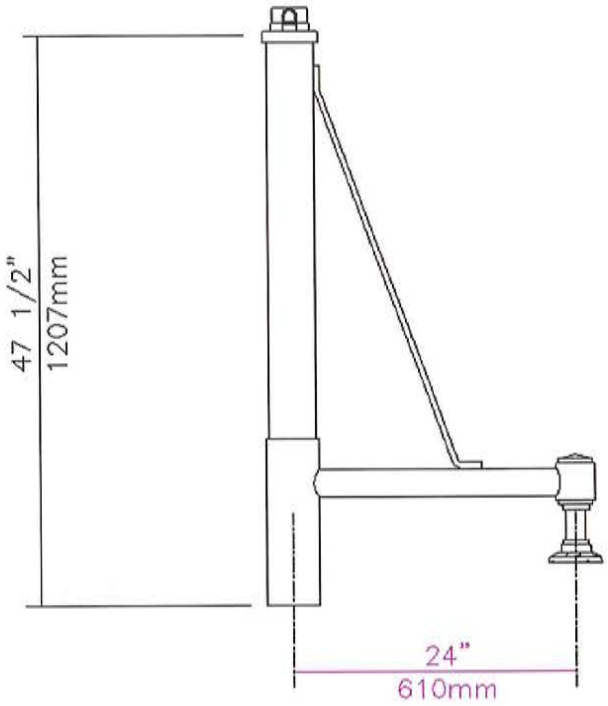
Driver: High power factor of 95%. Electronic driver, operating range 50/60 Hz. **Auto-adjusting universal voltage input from 120 to 277 VAC rated for both application line to line or line to neutral, Class** I, THD of 20% max. Maximum ambient operating temperature from -40F(-40C) to 130F(55C) degrees. Certified in compliance to UL1310 cULus requirement. Dry and damp location. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees.

The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built-in driver surge protection of 2.5kV (min).

Surge Protector: Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid-State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA.

R street





Qty	1	Bracket	**PC-2-PH8/120-BKTX**

Description of Components:

Arm: Shall be made from aluminum tubing 6061-T6, 2 3/8" (60mm) outside diameter, welded.

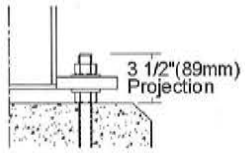
Decorative Element: Bent decorative aluminum rod, 6063-T5 alloy, 1/2" (13mm) outside diameter, welded assembly.

Central Adaptor: Made of aluminum. Slip-fits 9" (229mm) over a 5 9/16" (141mm) outside diameter pole tenon. Mechanically fastened to the pole or tenon by two sets of three set-screws at 120 degrees around the bracket.

Bracket Options: (PH8/120),PH8 twist lock type photocell, 120 volt c/w receptacle. Connection done on site by others.

Bracket Weight: 17 lbs (7.7 kg)

Base & Bolts Information



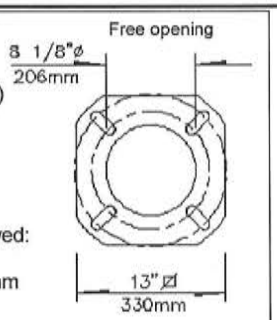
Comes with 4 steel anchor bolts, 1" X 33" + 3", 8 nuts and 8 washers. Important: Do not obstruct space between anchor plate and concrete base.

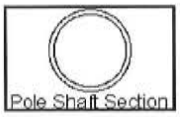
Anchor Plate

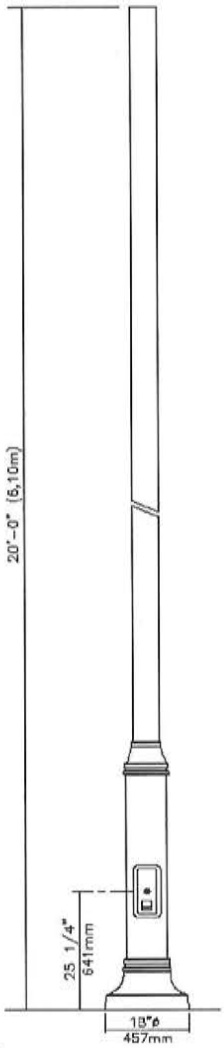
-Bolt Circle:
12 1/2" (318mm)

- Thickness:
1"(25mm)

- NOTE:
Bolt Circle Allowed:
11" to 13"
279mm to 330mm







Qty	1	Pole	**SSM8V-20-BAS24(2)-GFII-BKTX**

Description of Components:

Pole Shaft: Shall be made from a 5 9/16" (141mm) round high tensile carbon steel tubing, having a 0.250" (6.4mm) wall thickness, welded to the pole base.

Joint Cover: Two-piece round joint cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

Pole Base: Shall be made from a 8 5/8" (219mm) round high tensile carbon steel tubing base having a 0.180" (4.6mm) wall thickness, welded to both the bottom and top of the anchor plate.

Maintenance Opening: The pole shall have a 4 1/2" x 10" (114mm x 254mm) maintenance opening centered 25 1/4" (641mm) from the bottom of the anchor plate, complete with a weatherproof embossed aluminum cover and a copper ground lug.

Base Cover: Two piece round base cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

Pole Options: (BA) Single, upper and lower arms (2), fixed standard type, made of steel tubing, 1 1/16" (27mm) outside diameter, mechanically assembled to the pole, complete with a standard cast aluminum decorative ball. (GFI) Duplex receptacle, WR Weather Resistant, 120 volts, ground fault interrupter, **complete with an in-use weatherproof aluminum painted cover**. Possibility of padlock (Padlock not included). **15 amp., NEMA 5-15R.**

Note: A tenon will be provided when the luminaire or bracket does not fit directly on pole shaft. Tenon not shown on the drawing.

IMPORTANT: Philips Lumec strongly recommends the installation of the complete lighting assembly with all of its accessories upon the anchoring of the pole. This will ensure that the structural integrity of the product is maintained throughout its lifetime.

Pole Weight: 289 lbs (131.4 kg)

Miscellaneous

Description of Components:

Wiring: Gauge (#14) TEW/AWM 1015 or 1230 wires, 6" (152mm) minimum exceeding top of the bracket.

Hardware: All exposed screws shall be stainless steel with Ceramic primer-seal basecoat to reduce seizing of the parts. All seals and sealing devices are made and/or lined with EPDM and/or silicone.

Finish: Color to be **black textured RAL9005TX (BKTX)** and in accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with ± 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard.

The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

LED products manufacturing standard: The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340-5-1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

Quality Control: The manufacturer must provide a written confirmation of its ISO 9001-2008 and ISO 14001-2004 International Quality Standards Certification.

Vibration Resistance: The DMS50 meets the **ANSI C136.31**, American National Standard for Roadway Luminaire Vibration specifications for Bridge/overpass applications. (Tested for 3G over 100 000 cycles by an independent lab)

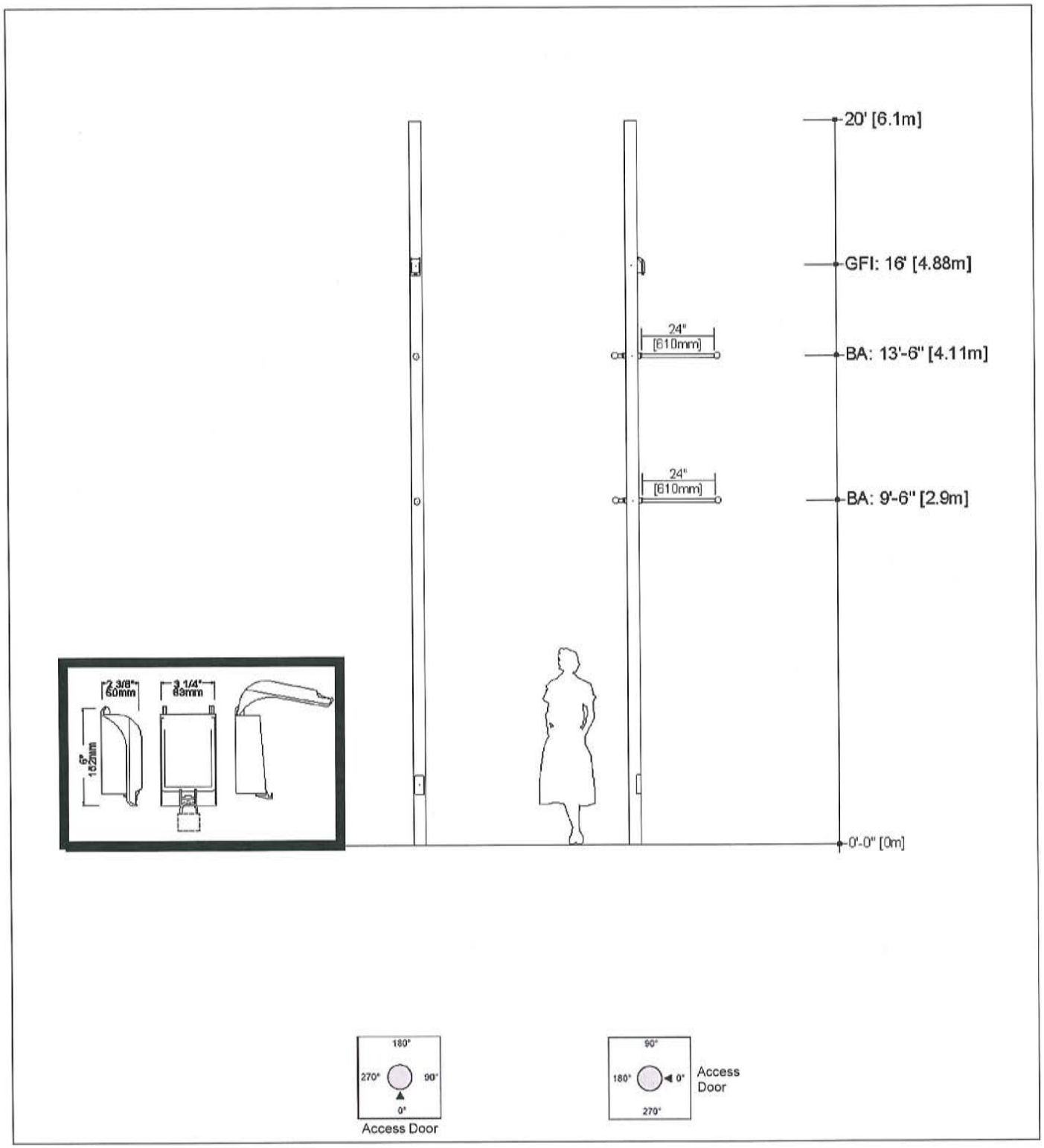
Mechanical resistance: In order to ensure the mechanical resistance of the poles, the reflected area should be calculated according to AASHTO standards and resists to a wind of 140 km/hr.

Web site information details: Click on any specific information details you need:

Paint finish / Warranties / Installation pictures / ISO 9001-2008 Certification / ISO 14001-2004 Certification / CSA Pole Certification

Parametric Options Illustration

(schematic pole shown, for actual pole representation please refer to previous pages)



LED light engine technical information for DMS50 DMS55 RN20 RN30 TR20 AT50 with sag lens

LED = Philips Lumileds Luxeon R, CRI = 70, CCT = 4000K (+/- 350K)

System (LED + driver) rated life = 100,000 hrs [1]

Lamp	Typical delivered lumens	Typical system wattage [2] (W)	Typical current @ 120 V (A)	Typical current @ 208 V (A)	Typical current @ 240 V (A)	Typical current @ 277 V (A)	LED current (mA)	HID equivalent [3]	Luminaire Efficacy Rating (Lm/W)	BUG rating
35W32LED4K-R-LE2S	2867	35	0.29	0.17	0.16	0.15	350	70 -100	81.9	B1-U1-G1
35W32LED4K-R-LE3S	3972	35	0.29	0.17	0.16	0.15	350	70 -100	113.5	B1-U1-G1
35W32LED4K-R-LE4S	3691	35	0.29	0.17	0.16	0.15	350	70 -100	105.5	B1-U1-G1
35W32LED4K-R-LE5S	3649	35	0.29	0.17	0.16	0.15	350	70 -100	104.2	B2-U1-G1
55W32LED4K-R-LE2S	5232	52	0.40	0.23	0.21	0.19	530	100 - 150	100.6	B1-U1-G1
55W32LED4K-R-LE3S	5553	52	0.40	0.23	0.21	0.19	530	100 - 150	106.8	B2-U1-G1
55W32LED4K-R-LE4S	5160	52	0.40	0.23	0.21	0.19	530	100 - 150	99.2	B1-U1-G1
55W32LED4K-R-LE5S	5101	52	0.40	0.23	0.21	0.19	530	100 - 150	98.1	B3-U1-G1
55W48LED4K-R-LE2S	5395	55	0.38	0.22	0.23	0.21	350	100 - 150	98.1	B1-U1-G1
55W48LED4K-R-LE3S	5726	55	0.38	0.22	0.23	0.21	350	100 - 150	104.1	B2-U1-G1
55W48LED4K-R-LE4S	5320	55	0.38	0.22	0.23	0.21	350	100 - 150	96.7	B1-U1-G2
55W48LED4K-R-LE5S	5259	55	0.38	0.22	0.23	0.21	350	100 - 150	95.6	B3-U1-G1
80W48LED4K-R-LE2S	5259	79	0.63	0.36	0.34	0.31	530	150 - 175	66.6	B3-U1-G2
80W48LED4K-R-LE3S	8051	79	0.63	0.36	0.34	0.31	530	150 - 175	101.9	B2-U1-G2
80W48LED4K-R-LE4S	7481	79	0.63	0.36	0.34	0.31	530	150 - 175	94.7	B2-U1-G2
80W48LED4K-R-LE5S	7395	79	0.63	0.36	0.34	0.31	530	150 - 175	93.6	B3-U1-G2
70W64LED4K-R-LE2S	7611	71	0.58	0.34	0.32	0.3	350	100 - 150	107.2	B2-U1-G1
70W64LED4K-R-LE3S	8077	71	0.58	0.34	0.32	0.3	350	100 - 150	113.8	B2-U1-G2
70W64LED4K-R-LE4S	7505	71	0.58	0.34	0.32	0.3	350	100 - 150	105.7	B2-U1-G2
70W64LED4K-R-LE5S	7419	71	0.58	0.34	0.32	0.3	350	100 - 150	104.5	B3-U1-G2
110W64LED4K-R-LE2S	7419	103	0.8	0.46	0.42	0.38	530	175 - 200	72.0	B2-U1-G2
110W64LED4K-R-LE3S	11412	103	0.8	0.46	0.42	0.38	530	175 - 200	110.8	B3-U1-G2
110W64LED4K-R-LE4S	10604	103	0.8	0.46	0.42	0.38	530	175 - 200	103.0	B2-U1-G2
110W64LED4K-R-LE5S	10482	103	0.8	0.46	0.42	0.38	530	175 - 200	101.8	B4-U1-G2
90W80LED4K-R-LE2S	9325	87	0.78	0.43	0.40	0.34	350	150 - 175	107.2	B2-U1-G2
90W80LED4K-R-LE3S	9897	87	0.78	0.43	0.40	0.34	350	150 - 175	113.8	B3-U1-G2
90W80LED4K-R-LE4S	9197	87	0.78	0.43	0.40	0.34	350	150 - 175	105.7	B2-U1-G2
90W80LED4K-R-LE5S	9091	87	0.78	0.43	0.40	0.34	350	150 - 175	104.5	B3-U1-G2
135W80LED4K-R-LE2S	13122	129	1.15	0.61	0.58	0.5	530	250 - 320	101.7	B3-U1-G2
135W80LED4K-R-LE3S	13927	129	1.15	0.61	0.58	0.5	530	250 - 320	108.0	B3-U1-G3
135W80LED4K-R-LE4S	12941	129	1.15	0.61	0.58	0.5	530	250 - 320	100.3	B3-U2-G2
135W80LED4K-R-LE5S	12792	129	1.15	0.61	0.58	0.5	530	250 - 320	99.2	B4-U2-G2

[1] L70 = 100,000 hrs (at ambient temperature = 25°C and forward current = 700 mA)

[2] System wattage includes the lamp and the LED driver.

[3] Equivalence should always be confirmed by a photometric layout

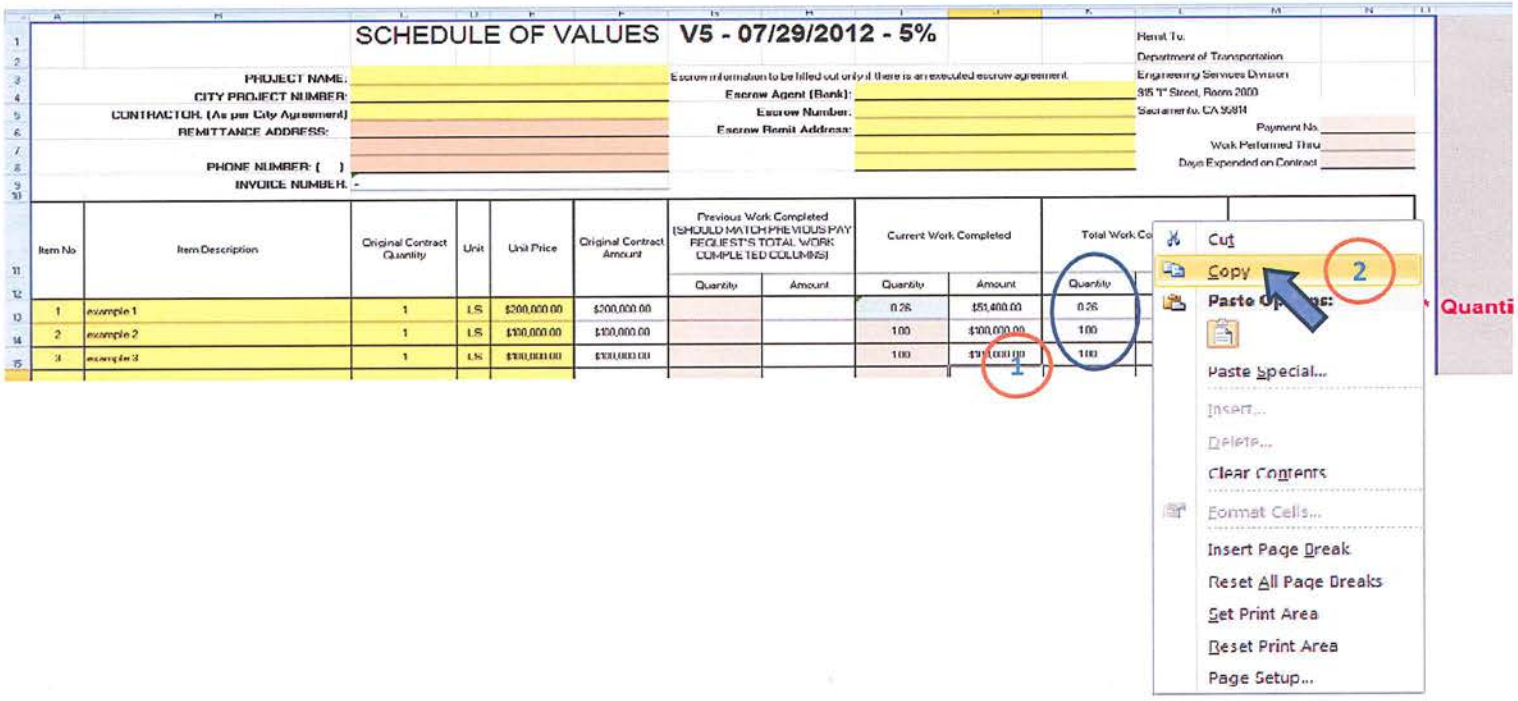
Note : Due to rapid and continuous advances in LED technology, LED luminaire data is subject to change without notice and at the discretion of Philips.

How To Copy and Paste Quantities

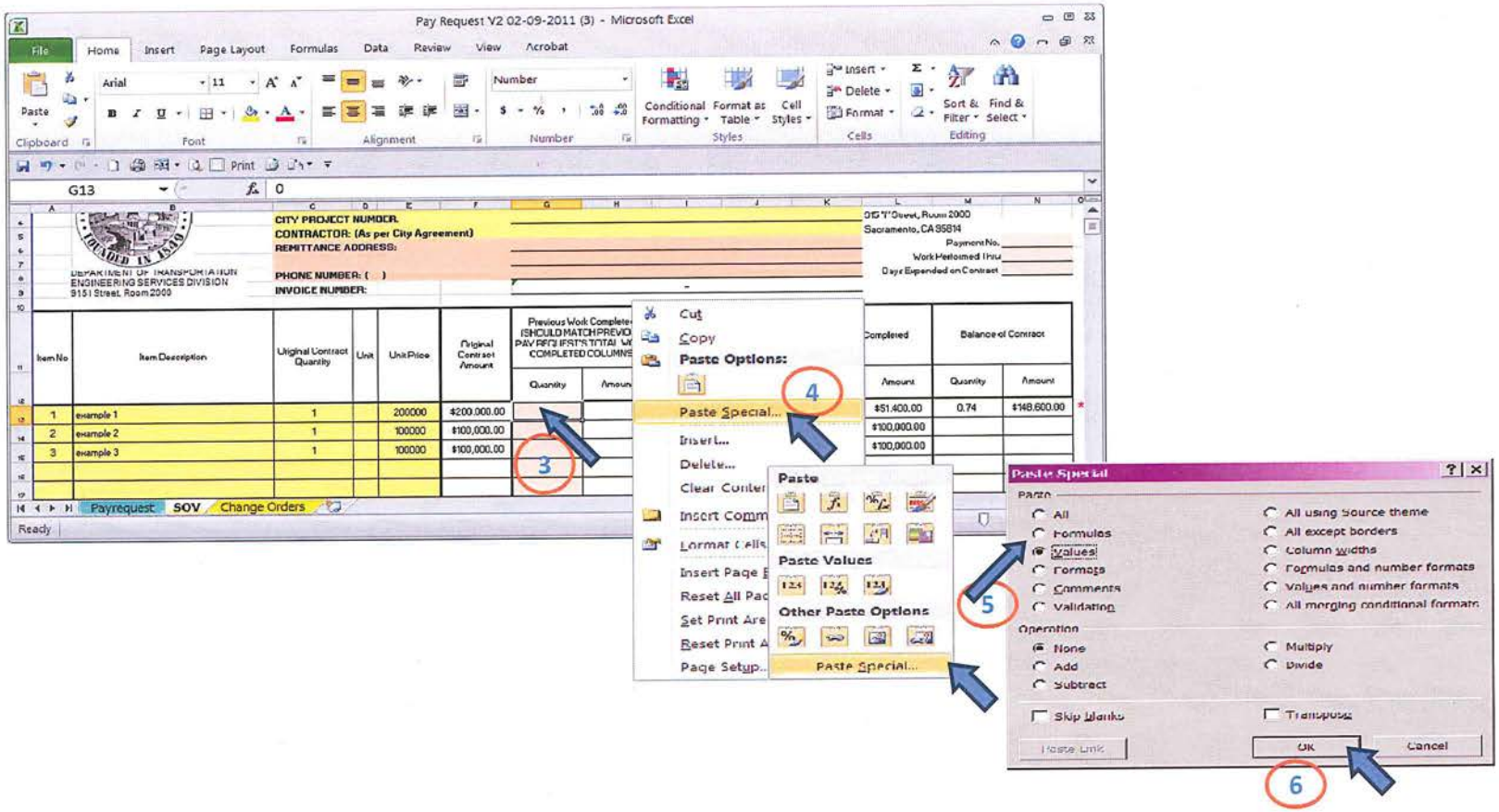
Filling in the Previous Work Completed Quantity Column:

For each subsequent pay request, the Total Work Completed quantities should be copied from the previous pay request, and pasted into the current pay request under the Previous Work Completed Quantity column using the Paste Special feature. This should be done for both the SOV tab, and the Change Orders Tab, if any change orders have been executed. To do this you will:

1. Select the Total Work Completed Quantities from the previous pay request (column K, row 13 through? to include the last item)
2. Right click and select copy



3. Click on the corresponding row (i.e. if you started your copy from cell K13, which should be item #1, you will click on G13)
4. Right click and select Paste Special.
5. A little box will appear & you will want to select values.
6. Click Ok.
7. Select the values in the This Estimate Quantities column (Column I) & press delete & the current pay request quantities can be added.
8. Repeat this procedure for the Change Orders Tab, for all Change Orders executed.



NOTES:

1. Payment shall only be made for actual work completed and "materials properly installed and incorporated in the work". - City of Sacramento Standard Specifications. Do not include estimates--only actual work and materials used should be billed for.

2. If a unit price or a quantity exceeds 2-decimal places, this may cause rounding errors on subsequent pay requests. Neither instance should happen, but if they do, these line items will need to be tracked closely for all remaining pay requests.

FREQUENTLY ASKED QUESTIONS:

Q: If we haven't paid the sub-contractor, how do we fill in the **UDBE/ESBE** section?
A: The Current Pay Request Total amounts entered for this section should include payments that you *will be* making to the sub-contractor based upon the work listed in the current pay request. Proof of payment will be needed at contract completion.
NOTE: If the project is CDBG funded, or the prime contractor is a certified UDBE or ESBE, please check the applicable box & you do not need to fill out the UDBE/ESBE section.

Q: The actual quantity showing is not the correct value. Will this be accepted?
A: Quantities will only show rounded decimals. If an item has over 2 decimal places, an asterisk and a message will appear in red. Only the asterisk will print. This is for tracking purposes only, to make sure close attention is paid to this line on future pay requests, and to ensure the correct amounts are entered. For lump sum items, this may sometimes result in the quantity showing a 0. We understand that the quantity is a rounded value, and we are tracking the actual dollar amounts.

Q: In the Change Orders' tabs, when I type in the quantity of 1 for an **Extra Work Item**, only $1 appears in the field; why not the whole item amount?

A: Extra Work Items under the change orders' tabs are entered as actual dollar amounts in the quantity columns (not actual quantities). Similar to the way that lump sums are entered, in the original contract items.

Q: In the past, when a line item from the original contract amount was reduced, we would show it as work completed on the Schedule of Values page, and take the reduction from the Change Orders' pages. Doing this now gives us the wrong work completed totals.
A: Reductions to original contract items will be shown only on the change orders' tab. We no longer show these items as 100% completed on the original contract items (SOV tab). Only actual work or materials used should be reflected. At the end of the contract, this will result in original contract items showing that those quantities are still needed, but the Balancing Total of Adjusted Contract field will show a $0.00, as it takes into account the reductions on the Change Orders' tabs.

Entering Lump Sum items with a quantity > 2 decimal places

If your contract was awarded prior to August 2012, lump sum items may have been entered in as a quantity = 1 and Unit price = item amount
If this is the case, the following method will need to be used to bill for a lump sum amount with a quantity greater than 2 decimal places.

The contractor would like to invoice $51,400 on a $200,000 lump sum item.

$51,400 = 0.257 of $200,000

Instead of entering .257 into the Current Work Completed Quantity field, the following formula should be entered: **=51400/200000**

This will populate $51,400 into the Current Work Completed Amount field. The quantity will show as a rounded decimal.

SCHEDULE OF VALUES **V5 - 07/29/2012 - 5%**

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

Escrow information to be filled out only if there is an executed escrow agreement
Escrow Agent (Bank):
Escrow Number:
Escrow Remit Address:

Remit To:
Department of Transportation
Engineering Services Division
915 "I" Street, Room 2000
Sacramento, CA 95814
Payment No.
Work Performed Thru
Days Expended on Contract

For lump sum items >2 decimal places enter the amount/original contract amount for that item: =51400/200000

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				Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	example 1	1	LS	$200,000.00	$200,000.00			0.26	$51,400.00	0.26	$51,400.00	0.74	$148,600.00
2	example 2	1	LS	$100,000.00	$100,000.00			1.00	$100,000.00	1.00	$100,000.00	0.00	$0.00
3	example 3	1	LS	$100,000.00	$100,000.00			1.00	$100,000.00	1.00	$100,000.00	0.00	$0.00

* **Quantity has more than 2 decimals!**

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES DIVISION
915 I Street, Room 2000
Sacramento, CA 95814

PAY REQUEST APPLICATION

PROJECT NAME: **R Street Improvements Project, 16th St to 18th St (Addendum No. 1)**

CONTRACTOR: *(per agreement)*

CONTRACTOR REMITTANCE ADDRESS:

PHONE NUMBER: ( )

INVOICE NO.: **T15068301-**

CITY PROJECT NUMBER: **T15068301**

PERIOD ENDING DATE:

ESCROW AGENT (Bank Name):

ESCROW#:

ESCROW AGENT REMITTANCE ADDRESS:

ORIGINAL CONTRACT AMOUNT:

CHANGE ORDER NO. 1

CHANGE ORDER NO. 2

CHANGE ORDER NO. 3

CHANGE ORDER NO. 4

CHANGE ORDER NO. 5

CHANGE ORDER NO. 6

CHANGE ORDER NO. 7

CHANGE ORDER NO. 8

CHANGE ORDER NO. 9

TOTAL CHANGE ORDERS:

CONTRACT AMOUNT TO DATE:

TOTAL WORK COMPLETED TO DATE:

RETENTION WITHHOLDING TO DATE:

LABOR COMPLIANCE WITHHOLDING TO DATE:

STOP NOTICE WITHHOLDING TO DATE:

LESS PREVIOUS PAYMENTS:

AMOUNT DUE THIS INVOICE:

TOTAL COMPLETED LESS RETENTION:

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES DIVISION
915 I Street, Room 2000
Sacramento, CA 95814

PAY REQUEST APPLICATION

If the project is CDBG funded, or the prime contractor is a certified DBE or LBE, please check the applicable box & you do not need to fill out the section below. ☐ DBE Prime Contractor ☐ LBE Prime Contractor ☐ CDBG Funded

Fill out the columns labeled (B) and (C). Keep records of payments made, as you will be asked to furnish these at contract completion. The Pay Request Application will be considered incomplete unless this information is provided along with all other required documentation to support the request for payment. Attach additional sheets if necessary.

Check ☐ DBE for FEDERALLY funded projects.

Check ☐ LBE for LOCALLY funded projects.

Original amount pledged:	
Pledge Increase/Decrease to Include Change Order(s):	
Total amount pledged:	

LBE or DBE Sub-Contractor	Type of Work i.e. Grading, Trucking, etc...	Total Pledged Amount (A)	Total To Pay From Previous Pay Request (previous column E) (B)	Total Current Pay Request Amount To Pay to Sub-Contractor (C)	Total LBE or DBE Work Performed to Pay to Sub-Contractor (B+C)	Percentage Attained (all rows should reach 100% by end of contract) (B+C)/A
	Totals:					

Labor compliance (payrolls, etc.) is current and submitted for this Pay Request

Approved
By (Prime Contractor) _____ Date: _____
PRINT AND SIGN

Submit To:
Department of Public Works
915 "I" Street, Room 2000
Sacramento, CA 95814
Attn: (ENTER CONSTRUCTION INSPECTOR's NAME HERE)

Approved
By (Resident Const. Inspector) _____ Date: _____
PRINT AND SIGN

Certified by Project Manager
By (Project Manager) _____ Date: _____
PRINT AND SIGN

Approved
By (Labor Compliance) _____ Date: _____
PRINT AND SIGN

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

Data Updated Monthly
Construction Inspector's Name.
PM certifies that all information is correct.

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	
						Quantity	Amount	Quantity	Amount

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	
						Quantity	Amount	Quantity	Amount
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		Current Work Completed	
						Quantity	Amount	Quantity	Amount

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	
						Quantity	Amount	Quantity	Amount
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		Current Work Completed	
						Quantity	Amount	Quantity	Amount
		Original Contract Total:							

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	
						Quantity	Amount	Quantity	Amount
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					
0	0	0	0	$0.00					

SCHEDULE OF VALUES V5

PROJECT NAME: R Street Improvements Project, 16th St to 18th St (Addendum No. 1)
CITY PROJECT NUMBER: T15068301
CONTRACTOR: (As per City Agreement)
REMITTANCE ADDRESS:
PHONE NUMBER: ( )
INVOICE NUMBER: T15068301-

Remit To:
Department of Public Works
Engineering Services Division
915 "I" Street, Room 2000
Sacramento, CA 95814
Payment No.
Work Performed Thru

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	Preconstruction Photographs	1	LS									1.00	
2	Mobilization	1	LS									1.00	
3	Erosion, Sediment and Pollution Control Plan	1	LS									1.00	
4	Clearing and Grubbing	1	LS									1.00	
5	Roadway Excavation and Grading	1,140	CY									1,140.00	
6	Potholing by Excavation	20	EA									20.00	
7	Class I Contaminated Soil to Transport and Dispose	1,190	TON									1,190.00	
8	Class II Contaminated Soil to Transport and Dispose	1,190	TON									1,190.00	
9	Rail to Remove	4,130	LF									4,130.00	
10	Furnish Replacement Rail	115	33' PC									115.00	
11	Railroad Ties to Remove and Dispose	830	EA									830.00	
12	Adjust Track to Grade	1,840	LF									1,840.00	
13	Cobblestones to Install	610	LF									610.00	
14	Portland Cement Concrete Roadway to Construct	770	CY									770.00	
15	Portland Cement Concrete Raised Walkway to Construct	35,300	SF									35,300.00	
16	Aggregate Base Class 2 to Place	500	TON									500.00	
17	Cement Treated Base to Place	2,590	CY									2,590.00	
18	Asphalt Concrete (1/2" Aggregate) Pavement to Place	150	TON									150.00	
19	Asphalt Concrete (3/4" Aggregate) Pavement to Place	210	TON									210.00	
20	Portland Cement Concrete Conform to Construct	10	CY									10.00	
21	Curb and Gutter Type 2 to Construct	400	LF									400.00	
22	Curb Type 3 to Construct	30	LF									30.00	
23	6" Concrete Commercial Driveway to Construct	240	SF									240.00	
24	Rapid Strength Concrete to Construct	140	CY									140.00	
25	Truncated Domes on New Ramps (36" x 48")	28	EA									28.00	
26	Chain Link Fence to Reset	580	LF									580.00	
27	Maintenance Hole No. 3 to Construct	8	EA									8.00	
28	Saddle Manhole to Construct	2	EA									2.00	
29	Existing Maintenance Hole to Remove	4	EA									4.00	
30	Maintenance Hole to Adjust to Grade	5	EA									5.00	

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
31	Drain Inlet to Remove	11	EA									11.00	
32	Storm Drain Pipe to Remove	1,040	LF									1,040.00	
33	Modified Type B Drop Inlet to Construct	6	EA									6.00	
34	Modified Type B Drop Inlet with 4" Hood Opening to Construct	7	EA									7.00	
35	Modified Type B Drop Inlet with Depression Apron to Construct	5	EA									5.00	
36	10" Storm Drain Pipe to Install	320	LF									320.00	
37	12" Storm Drain Pipe to Install	50	LF									50.00	
38	15" Storm Drain Pipe to Install	740	LF									740.00	
39	Survey Monument to Be Preserved	4	EA									4.00	
40	Utility Box to Adjust to Grade	3	EA									3.00	
41	Water Valve to Adjust to Grade	5	EA									5.00	
42	Diamond Switch Plate to Adjust to Grade	1	EA									1.00	
43	Fire Hydrant to Relocate	1	EA									1.00	
44	Fire Department Connection to Relocate	1	EA									1.00	
45	8" Diameter Water Main to Install	80	LF									80.00	
46	12" Diameter Water Main to Install	650	LF									650.00	
47	20" Diameter Welded Steel Pipe Casing to Install	120	LF									120.00	
48	1" Water Service to Install	2	EA									2.00	
49	8" Diameter Gate Valve to Install	2	EA									2.00	
50	12" Diameter Gate Valve to Install	1	LS									1.00	
51	Remove Abandoned Utility Box	1	EA									1.00	
52	Fire Hydrant to Install	3	EA									3.00	
53	Traffic Sign to Place	23	EA									23.00	
54	New Post to Install	12	EA									12.00	
55	Sign to Remove	1	EA									1.00	
56	Sign to Relocate	13	EA									13.00	
57	Obelisk to Install	1	EA									1.00	
58	High Performance Tape Pavement Stripes to Place	1,130	LF									1,130.00	
59	High Performance Tape Pavement Markings to Place	1,040	SF									1,040.00	
60	Raised Pavement Markers to Place	90	EA									90.00	
61	6" Concrete Mow Band	60	LF									60.00	
62	Bicycle Rack	12	EA									12.00	
63	6' Bench	14	EA									14.00	
64	7' x 7' Tree Grate	25	EA									25.00	
65	Irrigation Controller Assembly	2	EA									2.00	
66	Irrigation Master Valve	2	EA									2.00	
67	Irrigation Flow Sensor	2	EA									2.00	
68	Irrigation Gate / Isolation Valve	3	EA									3.00	

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
69	Irrigation Quick Coupling Valves	5	EA									5.00	
70	Irrigation Electric Control Valve	5	EA									5.00	
71	Irrigation Tree Well Irrigation Assembly	1,230	SF									1,230.00	
72	Irrigation Bubblers in Planter Areas	860	SF									860.00	
73	Irrigation / Controller Wire Sleeving	1	LS									1.00	
74	Planting Area Backfill	100	CY									100.00	
75	Tree Well Backfill	190	CY									190.00	
76	Tree Planting	25	EA									25.00	
77	Shrub Planting	93	EA									93.00	
78	Sodded Turf	530	SF									530.00	
79	Bark Mulch	20	CY									20.00	
80	Decomposed Granite Paving	530	SF									530.00	
81	Soil Amendments / Fertilizer	2,620	SF									2,620.00	
82	Landscape Maintenance (6 Months)	6	MO									6.00	
83	Streetlight Installation	1	LS									1.00	
84	12" FUSION WELDED STORM DRAIN PIPE TO INSTALL	150	LF									150.00	
85													
86													
87													
88													
89													
		Original Contract Total:											
	Change Order #1 - See change order summary sheet for details												
	Change Order #2 - See change order summary sheet for details												
	Change Order #3 - See change order summary sheet for details												
	Change Order #4 - See change order summary sheet for details												
	Change Order #5 - See change order summary sheet for details												
		Sum of all Change Orders			$0.00	"Total Work to Date" From Previous Pay Req.		Current Work Total (this pay request)		Total Work to Date		Balancing Total of Adjusted Contract	$0.00
		CCO Adjusted Contract Amount (Original + Change Orders)			$0.00	Retention Withholding To Date From Prev Pay Req. 1st Pg		This Retention (current work) (5%)		Retention Withholding to Date			
		Partial Retention Release (Prior approval is needed before proceeding with partial rention release)				"Retention Released to Date" From Previous Pay Req.		Current Retention Release		Retention Released 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
		Labor Compliance Withholding				Withholding to Date from Previous Pay Req. 1st Pg		Current Labor Compliance Withholding (+) OR Release (-)		Labor Compliance Withholding To Date			
		Stop Notice Withholding				Withholding to Date from Previous Pay Req.1st Pg		Stop Notice Withholding (+) OR Release (-)		Stop Notice Withholding To Date			
						"Escrow Funds Released To Date" from Previous Pay Req.		Escrow Funds To Be Released From Escrow Holder (Bank)		Escrow Funds Released To Date			
						"Total Paid To Date to Contractor" from Previous Pay Req.		This Payment		Total Paid to Date to Contractor (including Escrow releases)			

	Information needed to be filled in from the corresponding blue lettered cell in the **previous** pay request.
	Manual Fill in Data
	Executed Contract Data or PM authorized amounts

Change Order Summary

PROJECT NAME: R Street Improvements Project, 16th St to 18th St (Addendum No. 1)

Item No	Item Description	Unit	Unit Price	Total Change Order Quantity	Total Change Order Amount	Change Order 1								
						Total Approved Change Order 1 Quantities	Previous Work Completed Change Order 1 Quantities		This Pay Request Change Order 1 Quantities		Total Change Order 1 Work Completed		Balance of Change Order 1	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Preconstruction Photographs	LS												
2	Mobilization	LS												
3	Erosion, Sediment and Pollution Control Plan	LS												
4	Clearing and Grubbing	LS												
5	Roadway Excavation and Grading	CY												
6	Potholing by Excavation	EA												
7	Class I Contaminated Soil to Transport and Dispose	TON												
8	Class II Contaminated Soil to Transport and Dispose	TON												
9	Rail to Remove	LF												
10	Furnish Replacement Rail	33' PC												
11	Railroad Ties to Remove and Dispose	EA												
12	Adjust Track to Grade	LF												
13	Cobblestones to Install	LF												
14	Portland Cement Concrete Roadway to Construct	CY												
15	Portland Cement Concrete Raised Walkway to Construct	SF												
16	Aggregate Base Class 2 to Place	TON												
17	Cement Treated Base to Place	CY												
18	Asphalt Concrete (1/2" Aggregate) Pavement to Place	TON												
19	Asphalt Concrete (3/4" Aggregate) Pavement to Place	TON												
20	Portland Cement Concrete Conform to Construct	CY												
21	Curb and Gutter Type 2 to Construct	LF												
22	Curb Type 3 to Construct	LF												
23	6" Concrete Commercial Driveway to Construct	SF												
24	Rapid Strength Concrete to Construct	CY												
25	Truncated Domes on New Ramps (36" x 48")	EA												
26	Chain Link Fence to Reset	LF												
27	Maintenance Hole No. 3 to Construct	EA												
28	Saddle Manhole to Construct	EA												
29	Existing Maintenance Hole to Remove	EA												
30	Maintenance Hole to Adjust to Grade	EA												
31	Drain Inlet to Remove	EA												
32	Storm Drain Pipe to Remove	LF												
33	Modified Type B Drop Inlet to Construct	EA												
34	Modified Type B Drop Inlet with 4" Hood Opening to Construct	EA												
35	Modified Type B Drop Inlet with Depression Apron to Construct	EA												
36	10" Storm Drain Pipe to Install	LF												
37	12" Storm Drain Pipe to Install	LF												

						Change Order 1								
Item No	Item Description	Unit	Unit Price	Total Change Order Quantity	Total Change Order Amount	Total Approved Change Order 1 Quantities	Previous Work Completed Change Order 1 Quantities		This Pay Request Change Order 1 Quantities		Total Change Order 1 Work Completed		Balance of Change Order 1	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
38	15" Storm Drain Pipe to Install	LF												
39	Survey Monument to Be Preserved	EA												
40	Utility Box to Adjust to Grade	EA												
41	Water Valve to Adjust to Grade	EA												
42	Diamond Switch Plate to Adjust to Grade	EA												
43	Fire Hydrant to Relocate	EA												
44	Fire Department Connection to Relocate	EA												
45	8" Diameter Water Main to Install	LF												
46	12" Diameter Water Main to Install	LF												
47	20" Diameter Welded Steel Pipe Casing to Install	LF												
48	1" Water Service to Install	EA												
49	8" Diameter Gate Valve to Install	EA												
50	12" Diameter Gate Valve to Install	LS												
51	Remove Abandoned Utility Box	EA												
52	Fire Hydrant to Install	EA												
53	Traffic Sign to Place	EA												
54	New Post to Install	EA												
55	Sign to Remove	EA												
56	Sign to Relocate	EA												
57	Obelisk to Install	EA												
58	High Performance Tape Pavement Stripes to Place	LF												
59	High Performance Tape Pavement Markings to Place	SF												
60	Raised Pavement Markers to Place	EA												
61	6" Concrete Mow Band	LF												
62	Bicycle Rack	EA												
63	6' Bench	EA												
64	7' x 7' Tree Grate	EA												
65	Irrigation Controller Assembly	EA												
66	Irrigation Master Valve	EA												
67	Irrigation Flow Sensor	EA												
68	Irrigation Gate / Isolation Valve	EA												
69	Irrigation Quick Coupling Valves	EA												
70	Irrigation Electric Control Valve	EA												
71	Irrigation Tree Well Irrigation Assembly	SF												
72	Irrigation Bubblers in Planter Areas	SF												
73	Irrigation / Controller Wire Sleeving	LS												
74	Planting Area Backfill	CY												
75	Tree Well Backfill	CY												

						Change Order 1								
Item No	Item Description	Unit	Unit Price	Total Change Order Quantity	Total Change Order Amount	Total Approved Change Order 1 Quantities	Previous Work Completed Change Order 1 Quantities		This Pay Request Change Order 1 Quantities		Total Change Order 1 Work Completed		Balance of Change Order 1	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
76	Tree Planting	EA												
77	Shrub Planting	EA												
78	Sodded Turf	SF												
79	Bark Mulch	CY												
80	Decomposed Granite Paving	SF												
81	Soil Amendments / Fertilizer	SF												
82	Landscape Maintenance (6 Months)	MO												
83	Streetlight Installation	LS												
84	12" FUSION WELDED STORM DRAIN PIPE TO INSTALL	LF												
85														
86														
87														
88														
89														
90														
91														
92														
93														
94														
95														
96														
97														
98														
99														
100														
101														
102														
103														
104														
105														
106														
107														
108														
109														
110														
111														
112														
113														

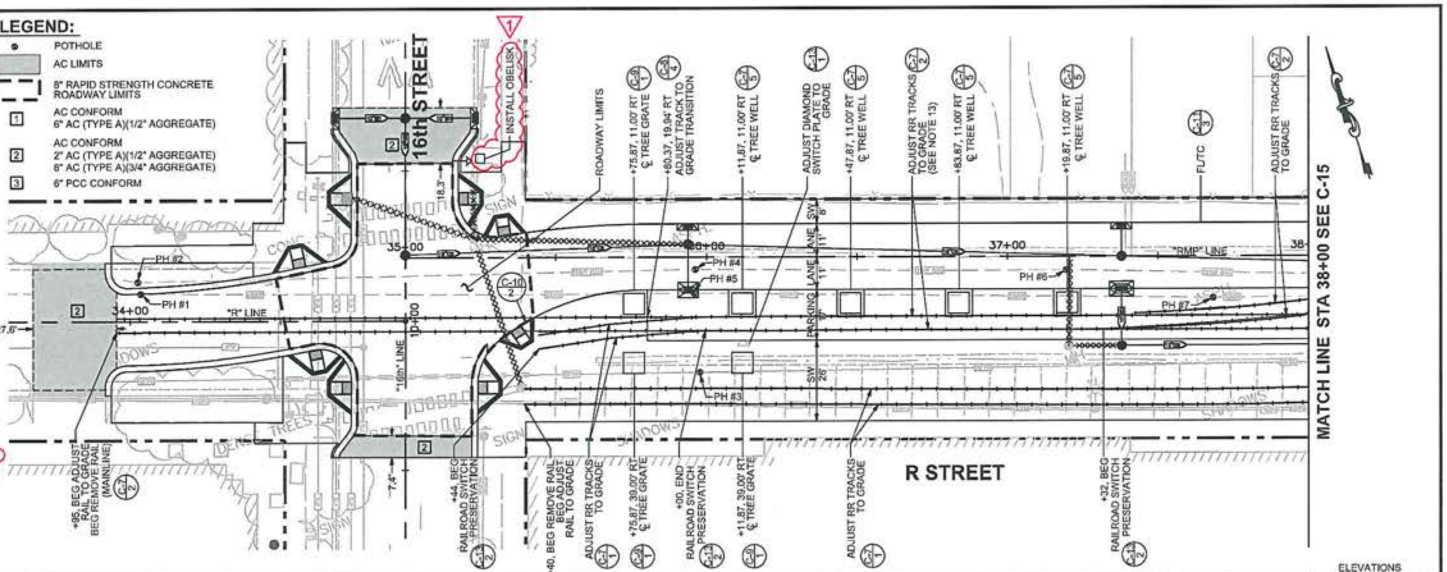
						Change Order 1								
Item No	Item Description	Unit	Unit Price	Total Change Order Quantity	Total Change Order Amount	Total Approved Change Order 1 Quantities	Previous Work Completed Change Order 1 Quantities		This Pay Request Change Order 1 Quantities		Total Change Order 1 Work Completed		Balance of Change Order 1	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
CCO#1		LS												
CCO#1		LS												
CCO#1		LS												
CCO#1		LS												
CCO#1	Credit Payment	LS												
CCO#1	Credit Payment	LS												
CCO#1	Credit Payment	LS												
CCO#1	Credit Payment	LS												
CCO#1	Credit Payment	LS												
	Manual Fill-In Data			Total:			Total:		Total:					
	Executed Contract Data or PM Authorized Amounts			Total CO'S (excl. credits):			Total (exc. credits):							
	Credit Payment Fields			% of Total Contract:			% of Change Order 1:							

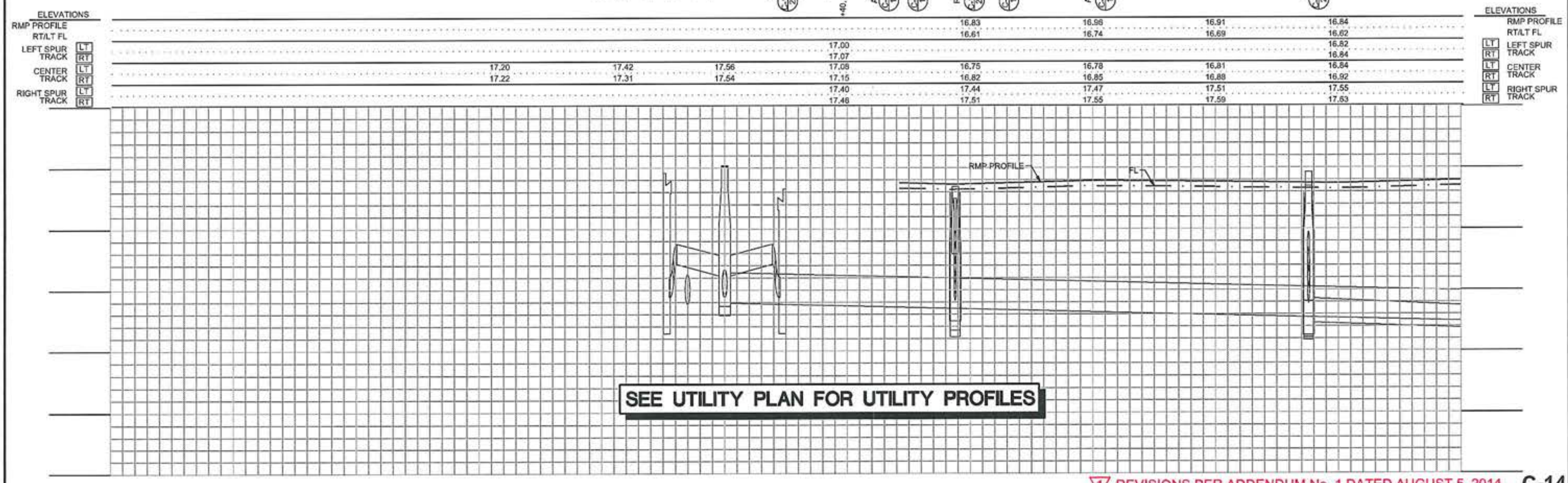
GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE RESPECTIVE UTILITY COMPANIES FOR VERIFICATION AT THE SITE OF ANY POSSIBLE CONFLICTS WITH THEIR UNDERGROUND UTILITIES AND THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE RESPECTIVE UTILITY COMPANIES 48 HOURS PRIOR TO WORKING AROUND ANY POSSIBLE CONFLICTS WITH THEIR UNDERGROUND UTILITIES AND THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
3. THE TYPES, LOCATIONS, SIZES AND DEPTHS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. THE CITY OF SACRAMENTO NOR IT'S CONSULTANT, MARK THOMAS & CO. INC., CANNOT ASSUME THE RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UTILITIES NOR THE EXISTENCE OF OTHER BURIED OBJECTS OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE PLANS.
4. ALL STATION OFFSETS FOR INLETS WITHOUT A HOOD ARE TO THE CENTER OF THE GRATE. INLETS WITH A HOOD ARE CALLED OUT TO THE PROPOSED FLOWLINE.
5. ALL DROP INLET ELEVATIONS INSTALLED WITHIN CURB & GUTTER ARE CALLED TO THE CURB FLOW LINE AND DO NOT INCLUDE DEPRESSIONS.
6. WHEN CONNECTING TO AN EXISTING STORM SYSTEM, THE CONTRACTOR SHALL VERIFY THE EXISTING ELEVATION AT THE CONNECTION LOCATION PRIOR TO ORDERING OR INSTALLING ANY NEW DRAINAGE FACILITIES.
7. WHEN CONSTRUCTING THE NEW STORM SYSTEM, THE CONTRACTOR SHALL TRENCH THE ENTIRE LENGTH OF THE SYSTEM TO VERIFY THAT THE PROPOSED SYSTEM CAN BE CONSTRUCTED PER PLAN PRIOR TO LAYING PIPE. THE TRENCH SHALL BE STEEL PLATED WITH BACKFILL PAVED WORK.
8. STATION AND OFFSET CALLOUTS ARE TO THE TOC UNLESS OTHERWISE NOTED.
9. FOR ELECTRICAL WORK, SEE E-SHEETS.
10. FOR LANDSCAPE AND IRRIGATION WORK, SEE L-SHEETS.
11. FOR LAYOUT AND ELEVATION INFORMATION NOT SHOWN, SEE GRADING SHEETS. 1
12. ALL PIPE IS TO BE SDR-35 PVC. C-900 FUSION WELDED PVC TO BE USED WHERE NOTED.
13. CONTRACTOR SHALL ATTEMPT TO SALVAGE AND RE-USE THE RAILROAD SWITCH (I.E. THE POINTS, FROGS, SWITCH BOX, ETC.)
14. FOR POTHOLE INFORMATION, SEE SHEET C-16.
15. ALL STATION AND OFFSETS REFERENCE "RMP" LINE UNLESS OTHERWISE NOTED.

LEGEND:

- POTHOLE
- AC LIMITS
- 8" RAPID STRENGTH CONCRETE ROADWAY LIMITS
- 1 AC CONFORM 6" AC (TYPE A)(1/2" AGGREGATE)
- 2 AC CONFORM 2" AC (TYPE A)(1/2" AGGREGATE) 6" AC (TYPE A)(3/4" AGGREGATE)
- 3 6" PCC CONFORM





1 REVISIONS PER ADDENDUM No. 1 DATED AUGUST 5, 2014

C-14

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 17.23
BENCH MARK# 297-D5A
DESCRIPTION: HILTI NAIL TRAFFIC LIGHT BASE NE CORNER 16TH AND Q STREET. (1990) CITY OF SACRAMENTO - SURVEY CONTROL DATABASE (PRINTED DECEMBER 2, 2002).

FIELD BOOK
SCALE HORIZ. 1:20 VERT.

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: S. LEE DATE MAY 20, 2014
DESIGNED BY: S. NELSON R.C.E. 81329 DATE MAY 20, 2014
CHECKED BY: R. M. BROGAN R.C.E. 63854 DATE MAY 20, 2014

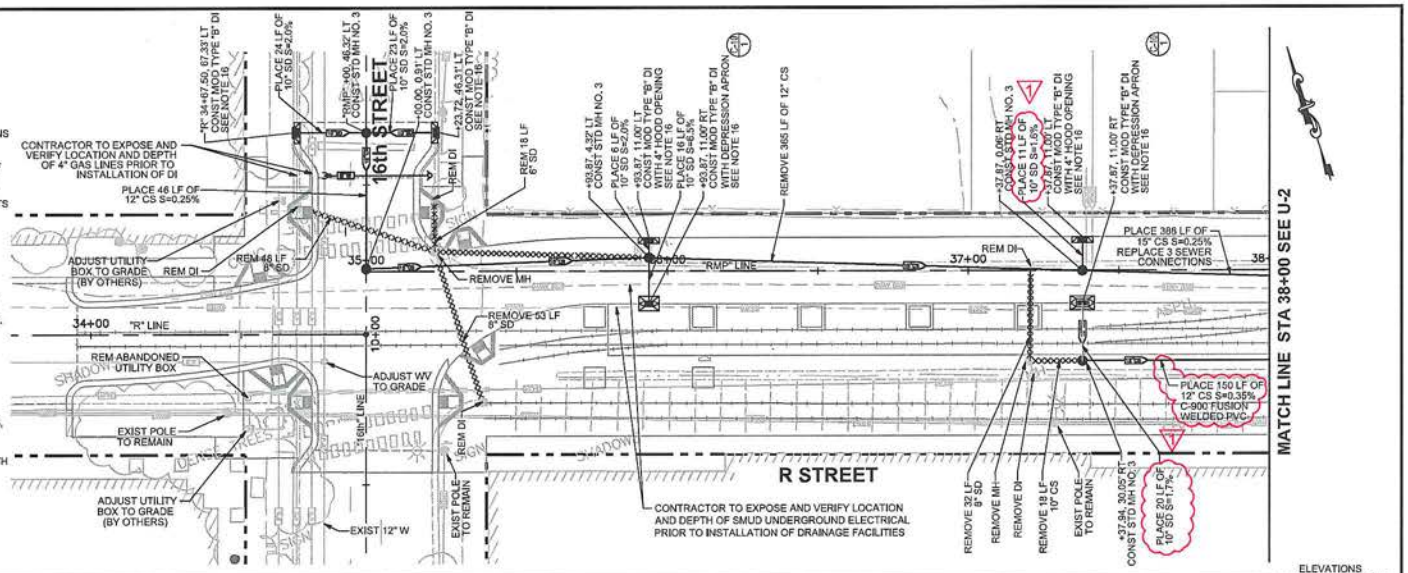
MARK THOMAS & COMPANY, INC.
UNDER THE SUPERVISION OF: R. M. BROGAN 63854 R.C.E.

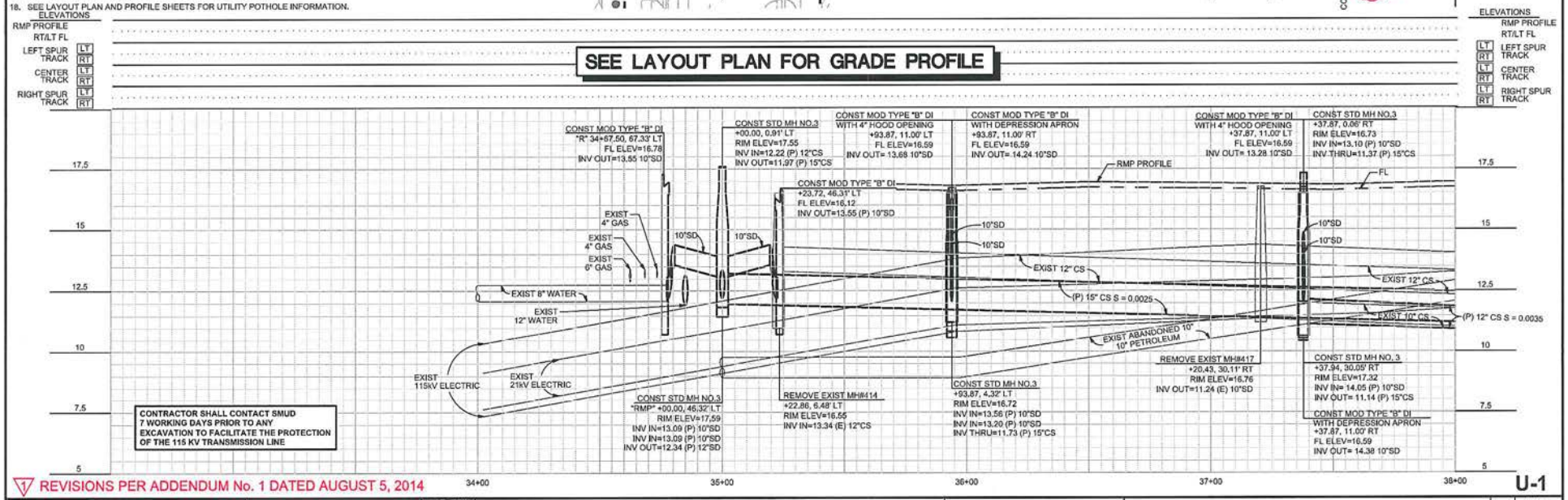
R STREET IMPROVEMENTS
16th STREET TO 18th STREET
LAYOUT PLAN AND PROFILE

T15068301
SHEET 14 OF 38

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE RESPECTIVE UTILITY COMPANIES FOR VERIFICATION AT THE SITE OF ANY POSSIBLE CONFLICTS WITH THEIR UNDERGROUND UTILITIES AND THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE RESPECTIVE UTILITY COMPANIES 48 HOURS PRIOR TO WORKING AROUND ANY POSSIBLE CONFLICTS WITH THEIR UNDERGROUND UTILITIES AND THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
3. THE TYPES, LOCATIONS, SIZES AND DEPTHS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. THE CITY OF SACRAMENTO NOR IT'S CONSULTANT, MARK THOMAS & CO. INC., CAN ASSUME THE RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UTILITIES NOR THE EXISTENCE OF OTHER BURIED OBJECTS OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE PLANS.
4. ALL STATION OFFSETS FOR INLETS WITHOUT A HOOD ARE TO THE CENTER OF THE GRATE. INLETS WITH A HOOD ARE CALLED OUT TO THE PROPOSED FLOWLINE.
5. ALL DROP INLET ELEVATIONS ARE CALLED TO THE CURB FLOW LINE AND DO NOT INCLUDE DEPRESSIONS.
6. WHEN CONNECTING TO AN EXISTING STORM SYSTEM, THE CONTRACTOR SHALL VERIFY THE EXISTING ELEVATION AT THE CONNECTION LOCATION PRIOR TO ORDERING OR INSTALLING ANY NEW DRAINAGE FACILITIES.
7. WHEN CONSTRUCTING THE NEW STORM SYSTEM, THE CONTRACTOR SHALL TRENCH THE ENTIRE LENGTH OF THE SYSTEM TO VERIFY THAT THE PROPOSED SYSTEM CAN BE CONSTRUCTED PER PLAN PRIOR TO LAYING PIPE. THE TRENCH SHALL BE STEEL PLATED WITH BACKFILL PAVED WORK.
8. STATION AND OFFSET CALLOUTS ARE TO THE TC.
9. FOR ELECTRICAL WORK, SEE E-SHEETS.
10. FOR LANDSCAPE AND IRRIGATION WORK, SEE L-SHEETS.
11. FOR LAYOUT AND ELEVATION INFORMATION NOT SHOWN, SEE GRADING SHEETS. 1
12. ALL PIPE IS TO BE SDR-35 PVC, C-900 FUSION WELDED PVC TO BE USED WHERE NOTED.
13. CONTRACTOR SHALL ATTEMPT TO SALVAGE AND RE-USE THE RAILROAD SWITCH (I.E. THE POINTS, FROGS, SWITCH BOX, ETC.)
14. REPLACEMENT OF LIVE SEWER SERVICES SHALL BE TO THE PROPERTY LINE. REPLACEMENT SEWER CLEANOUTS AND SERVICES SHALL HAVE THE SAME DIAMETER PIPE AS THE EXISTING, WITH THE EXCEPTION OF MAINTAINING A 4" MINIMUM DIAMETER
15. EXISTING SEWER CONNECTIONS ARE TO BE REPLACED PER CITY STD DWG S-260.
16. INSTALL MODIFIED TYPE "B" DI PER CITY STD DWG S-20. CONTRACTOR TO EXPOSE AND VERIFY CONFIGURATION OF ALL SMUD AND PG&E FACILITIES IN VICINITY OF DI PRIOR TO SETTING CAST-IN-PLACE FORMS.
17. INSTALL STANDARD MANHOLE NO. 3 PER CITY STD DWG S-70.
18. SEE LAYOUT PLAN AND PROFILE SHEETS FOR UTILITY POTHOLE INFORMATION.





1 REVISIONS PER ADDENDUM No. 1 DATED AUGUST 5, 2014

U-1

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 17.23
BENCH MARK# 297-05A
DESCRIPTION: HILTI NAIL TRAFFIC LIGHT BASE NE CORNER 16TH AND Q STREET. (1990) CITY OF SACRAMENTO - SURVEY CONTROL DATABASE (PRINTED DECEMBER 2, 2002).

FIELD BOOK
SCALE HORIZ. 1:20 VERT. 1:2

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

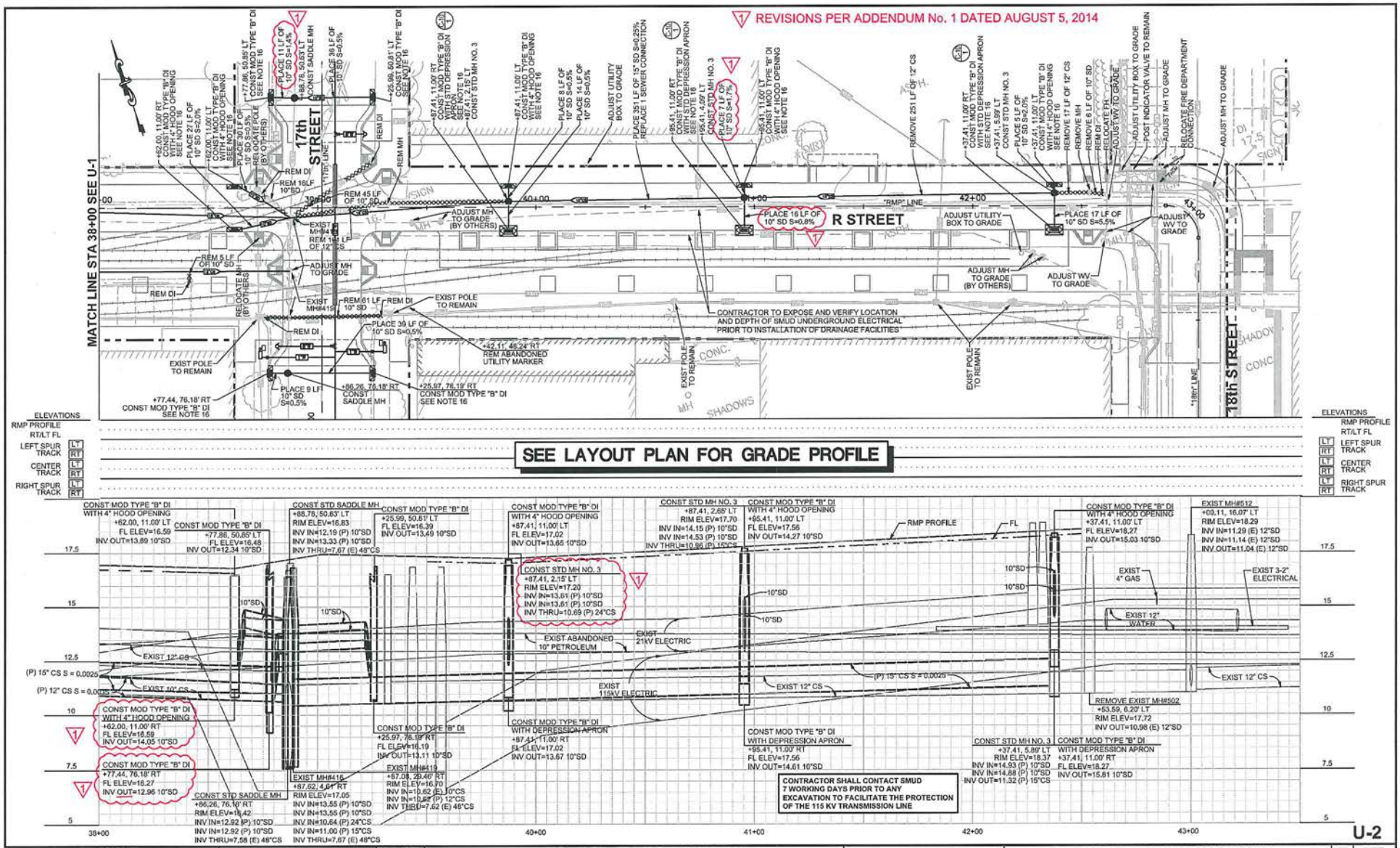
DRAWN BY: S. LEE DATE MAY 20, 2014
DESIGNED BY: S. NELSON R.C.E. 81329 DATE MAY 20, 2014
CHECKED BY: R. M. BROGAN R.C.E. 63854 DATE MAY 20, 2014

MARK THOMAS & COMPANY, INC.
1333 FULTON AVENUE, SUITE 100
SACRAMENTO, CALIFORNIA 95825
UNDER THE SUPERVISION OF: R. M. BROGAN
63854 R.C.E.

R STREET IMPROVEMENTS
16th STREET TO 18th STREET
UTILITY PLAN AND PROFILE

T15068301

SHEET 17 OF 38



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 17.23
BENCH MARK# 297-D5A
DESCRIPTION: HILTI NAIL TRAFFIC LIGHT BASE NE CORNER 16TH AND Q STREET. (1990) CITY OF SACRAMENTO - SURVEY CONTROL DATABASE (PRINTED DECEMBER 2, 2002).

FIELD BOOK
SCALE HORIZ. 1:20 VERT. 1:2

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

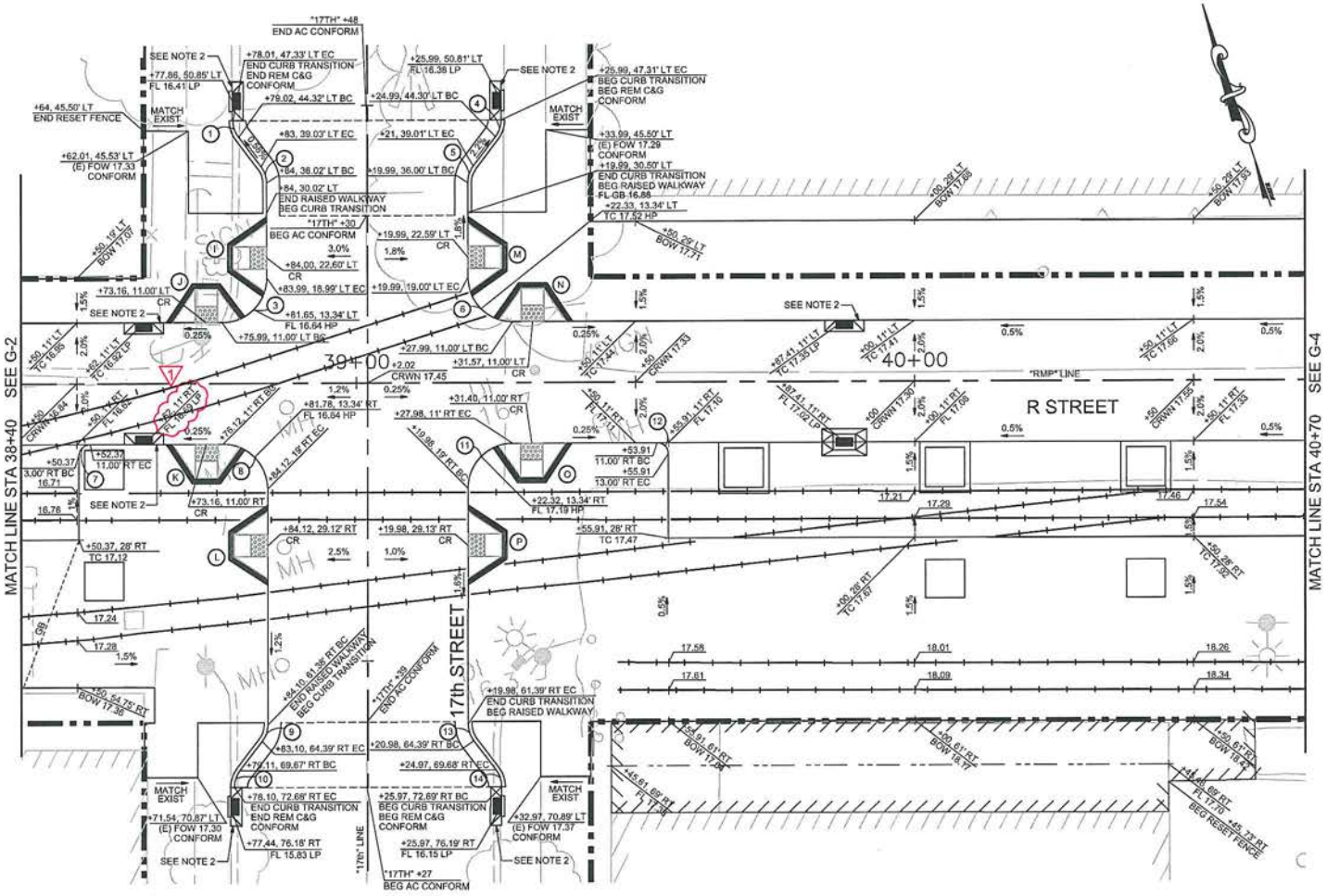
DRAWN BY: S. LEE DATE MAY 20, 2014
DESIGNED BY: S. NELSON R.C.E. 81329 DATE MAY 20, 2014
CHECKED BY: R. M. BROGAN R.C.E. 63854 DATE MAY 20, 2014

MARK THOMAS & COMPANY, INC.
UNDER THE SUPERVISION OF: R. M. BROGAN
R.C.E. 63854

R STREET IMPROVEMENTS
16th STREET TO 18th STREET
UTILITY PLAN AND PROFILE

T15068301

SHEET 18 OF 38



CURVE TABLE

○	RADIUS	△	TANGENT	LENGTH
1	5.00'	37°00'00"	1.67'	3.23'
2	5.00'	37°00'00"	1.67'	3.23'
3	8.00'	89°57'50"	7.99'	12.56'
4	5.00'	37°00'00"	1.67'	3.23'
5	5.00'	37°00'00"	1.67'	3.23'
6	8.00'	90°00'52"	8.00'	12.57'
7	2.00'	90°00'00"	2.00'	3.14'
8	8.00'	90°01'31"	8.00'	12.57'
9	5.00'	37°00'00"	1.67'	3.23'
10	5.00'	37°00'00"	1.67'	3.23'
11	8.00'	89°59'47"	8.00'	12.57'
12	2.00'	90°00'00"	2.00'	3.14'
13	5.00'	37°00'00"	1.67'	3.23'
14	5.00'	37°00'00"	1.67'	3.23'

REVISIONS PER ADDENDUM No. 1 DATED AUGUST 5, 2014 **G-3**

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 17.23
BENCH MARK# 297-D5A
DESCRIPTION: HILTI NAIL TRAFFIC LIGHT BASE NE CORNER 16TH AND Q STREET. (1990) CITY OF SACRAMENTO - SURVEY CONTROL DATABASE (PRINTED DECEMBER 2, 2002).

FIELD BOOK
SCALE HORIZ. 1:10 VERT.

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

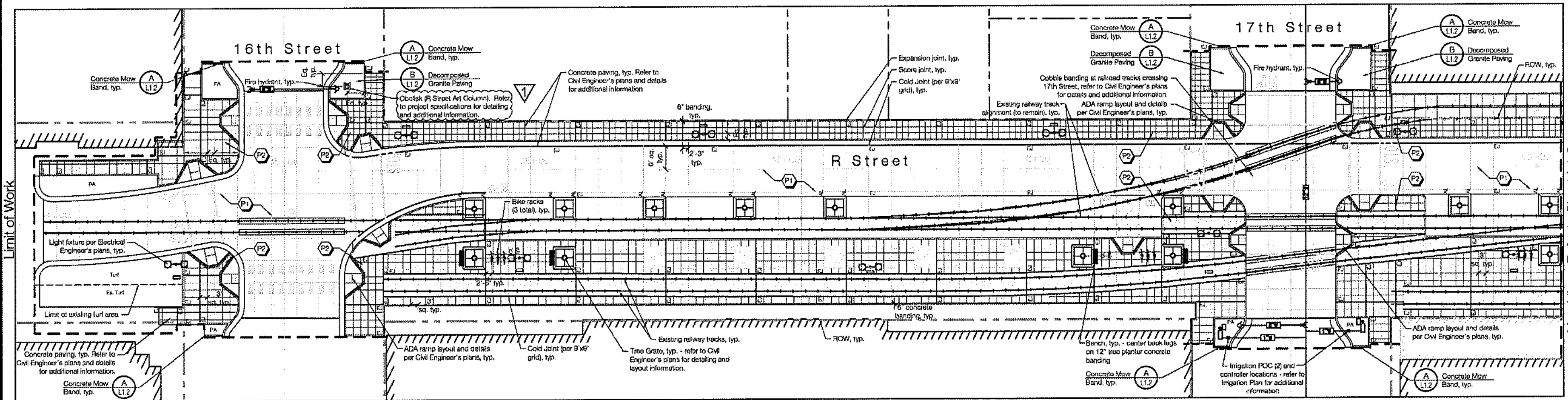
DRAWN BY: S. LEE DATE MAY 20, 2014
DESIGNED BY: S. NELSON R.C.E. 81329 DATE MAY 20, 2014
CHECKED BY: R. M. BROGAN R.C.E. 63854 DATE MAY 20, 2014

MARK THOMAS & COMPANY, INC.
1333 FULTON BOULEVARD, SUITE 100
SACRAMENTO, CALIFORNIA 95825
UNDER THE SUPERVISION OF: R. M. BROGAN
63854 R.C.E.

R STREET IMPROVEMENTS
16th STREET TO 18th STREET
GRADING DETAILS

T15068301

SHEET 23 OF 38



Layout Legend

CL	Centerline
ROW	Right-of-way
PA/Turf	Planting Area or Turf Area
typ.	Typical
Eq.	Equal
Sq.	Square
AL	Align with indicated object
EJ	Expansion Joint
(symbol)	Score Joint - refer to Civil Engineer's details
(symbol)	Control Joint - refer to Civil Engineer's details
(symbol)	Road Station Number
(symbol)	Street Light
(symbol)	Concrete Paving - refer to Paving Schedule
(symbol)	Existing Building/Structure
(symbol)	Existing tracks - refer to Civil Engineer's plans
(symbol)	Limit of Work and/or Matchline

7' x 7' Tree Grate
Grate Model/Size: 'Interlaken' tree grate w/ frame (ADA compliant) with type-E cas-in-place frame
Product ID: tx84-84199
Type: Cast ductile iron; Finish: raw finish
Installation: Per Manufacturer's details and specifications. See Layout Plan for locations. Refer to Civil Engineer's plans for detailing.

Manufactured by: Iron Age Designs
2104 SW 152nd Street, Suite #4
Burien, Washington 98166
Phone: 1-877-418-3568

* For ordering information contact: Josh Jurgenson with Park Pacific at 1-916-217-7275.

Quantity - 26

Steel Bike Rack
Model: 'Olympia' rack
Color: Standard Aluminum Texture; corrosion-resistent
Installation Type: Surface mounted per Manufacturer's details and specifications. See Layout Plan for locations. Space 2'-8" O.C. apart in all locations.

Manufactured by: Forms + Surfaces
6395 Cindy Lane
Carpinteria, California 93013
Phone: 1-800-451-0410

* For ordering information contact: Michael Risso with Forms + Surfaces at 1-925-890-4623.

Quantity - 12

6' Aluminum Bench
Model: 'Austin' backed bench with center & end armrests
~~Color: Metallic Silver~~
1 Installation Type: Surface mount back legs to tree well concrete band (centered) and front legs to pavers using expanding lag shields per Manufacturer's details and specifications. See Layout Plan for locations.

Manufactured by: Landscape Forms
431 Lawndale Avenue
Kalamazoo, Michigan 49001
Phone: 1-800-521-2546

* For ordering information contact: Rebecca Casey with Landscape Forms at 1-888-422-3624.
Quantity - 14

Obelisk (R Street Art Column)
~~Installation Type: per Manufacturer's details and~~
1 specifications. See Layout Plan for location. Refer to Civil and Electrical Engineer's plans/details for additional information.

Manufactured by: Pacific Neon
2939 Academy Way
Sacramento, CA 95815
Phone: 1-916-927-0527

* For ordering information contact: Ralph Cundiff
Quantity - 1

Construction Notes

1. Project specifications are an integral part of these drawings. Upon submittal of a bid price by the contractor, it is recognized that the Contractor has received a copy of the specifications and the Contractor agrees to abide by the requirements and conditions contained therein.
2. Contractor shall obtain and pay for all permits necessary to complete work.
3. The Contractor shall be responsible for all construction staking, layout and measurements. All surveying and field engineering necessary to establish the lines and grade stakes indicated in these plans and specifications shall be performed by a licensed land surveyor.
4. The Contractor shall examine the site, compare it with the plans and specifications, carefully examine all of the contract documents, and satisfy himself as to the conditions under which the work is to be performed before entering into this contract. No allowance shall subsequently be made on behalf of the Contractor on account of an error on his part and/or his negligence and/or failure to acquaint himself with the conditions of the site.
5. The locations of existing underground utilities indicated on these plans are approximate. A reasonable effort has been made to locate and delineate all underground facilities; however the HLA Group assumes no liability for the accuracy or completeness of the existing facilities shown here or for the existence of other underground utilities or objects which may be discovered but are not shown on these plans. The Contractor shall determine the exact location of any existing utilities before commencing work, and agrees to be fully responsible for any and all damage due to Contractor's failure to exactly locate and preserve any and all underground utilities. Call "Underground Service Alert" at 800-227-2600 and all applicable utility companies prior to commencing work on this project.
6. The Contractor shall mark in white paint all areas to be excavated prior to contacting U.S.A. Any areas not marked will not be subject to U.S.A., and the Contractor shall be responsible for any damage resulting from excavation.
7. The Contractor shall expose and verify locations and elevations of existing underground utilities prior to construction of the new improvements connecting to or in the vicinity of the same.
8. The Contractor shall be responsible for the protection of all existing monuments and other survey markers on the job site.
9. The Contractor shall make arrangements with utility companies and is responsible for all costs associated for temporary utilities necessary during construction. Contractor is responsible to pay all utility costs during construction and maintenance period. Costs for temporary utilities are part of the base bid.
10. The Contractor shall be responsible for any damage to the existing streets, sidewalks or adjacent properties during the construction of this project and shall repair such damage to the satisfaction of the governing agency, at no extra cost to the Owner.
11. Any concrete surface to be removed shall be saw cut to a neat, straight line.
12. All dimensions are to face of curb, back of wall, face of wall, center line of columns, face of columns, edge of paving, or face of building, unless otherwise noted. All dimensions are at 90 or 45 degrees, unless otherwise noted.
13. The Contractor shall perform all clearing, demolition, removal and site preparation necessary for the proper execution of all work indicated on these plans and specifications. All items to be removed shall be legally disposed of off site.
14. All existing conditions and structures, not specifically noted for removal shall be retained and protected. Existing structures that are damaged during the course of construction shall be replaced by the contractor at no additional cost to the owner.
15. All materials and finishes shall be as per drawings. Details and specifications. Some materials may require and providing required materials at the project site in a timely manner. No unapproved substitutions will be allowed. Contact the project inspector immediately if a specified material is not available.
16. All engines used for construction operations shall use noise suppression equipment (e.g. mufflers).
17. Sleeving shall be coordinated with concrete work. Refer to irrigation plan and Civil Engineer's plans for sleeving locations.
18. All handicapped ramps to be provided by the Civil Engineer. Refer to Civil Engineering plans for more information.

Paving Schedule

(P1) Roadway Concrete Paving (including curb)
Product: Chromix Admixture (integral color) or approved equal.
Color: To match Scofield custom sample FG12 per Phase 1 Improvements; gray with locally available sands in tan color
Finish: Medium broom finish (perp. to path of travel)
Sealer: Cureseal W or approved equal

Manufacturer: L.M. Scofield Company (or approved equal)
Los Angeles, CA
Phone: 1-800-800-9900 (Bob Torres)

Installation: Per Manufacturer's details and specifications. See Layout Plan for locations and scoring pattern. Refer to project specifications for additional information. Refer to Civil Drawings for paving details.

(P2) Sidewalk Concrete Paving (including banding & tree curbs)
Product: Chromix Admixture (integral color) or approved equal.
Color: To match Scofield custom sample FG12 per Phase 1 Improvements; gray with locally available sands in tan color
Finish: Dayton Superior Top-cast Retarder Sandblast finish #05
Sealer: Cureseal W or approved equal

Manufacturer: L.M. Scofield Company (or approved equal)
Los Angeles, CA
Phone: 1-800-800-9900 (Bob Torres)

Installation: Per Manufacturer's details and specifications. See Layout Plan for locations and scoring pattern. Refer to specifications for additional information. Refer to Civil Engineer's plans for paving details.

Notes:
1. All concrete paving finishes to match those installed within Phase 1 Improvements (unless otherwise noted). Contractor shall review Phase I paving for familiarity prior to construction.
2. Contractor shall provide a minimum 8' x 8' field mock-up demonstrating all materials, methods, and procedures, including score, cold and expansion joints, etc. Any paving installed prior to approval of mock-ups by Landscape Architect and Owner's Representative shall be removed at no cost to the Owner.
3. Refer to Concrete Joint Notes and Layout Plan for additional information.

0' 20' 40' 60'
Scale 1"=20'-0"
PN83708

I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the Landscape Design Plan.

LICENSED LANDSCAPE ARCHITECT
STEVEN A. CANADA
CRLA 2770
3.31.15
7.30.14
STATE OF CALIFORNIA

1 REVISIONS PER ADDENDUM No. 1 DATED AUGUST 5, 2014

L1.1

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. ______

FIELD BOOK
SCALE
HORIZ. ______
VERT. ______

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: S.REDDING/K. DOTY DATE May 20, 2014
DESIGNED BY: S.REDDING/K. DOTY R.C.E. ______ DATE May 20, 2014
CHECKED BY: S.REDDING/S. CANADA R.C.E. ______ DATE May 20, 2014

The HLA Group Landscape Architects & Planners, Inc.

R STREET IMPROVEMENTS
16th STREET TO 18th STREET
LANDSCAPING LAYOUT PLAN

PN:

SHEET 28 OF 38

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

R Street Improvements, 16th Street to 18th Street Project
(PN: T15068301)
Addendum No. 2

August 8, 2014

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 email 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 email or letter, provided such email or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Zuhair Amawi at (916) 808-5961 or zamawi@cityofsacramento.org

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

R Street Improvements, 16th Street to 18th Street Project
(PN: T15068301)
Addendum No. 2

Item #1 – The bid due date has changed. The new bid due date is **August 20, 2014.**

Item #2– Addendum #3 will be issued with further information the week of August 11th.

City of
SACRAMENTO
Department of Public Works

Engineering Services Division
915 I Street, RM 2000
Sacramento, CA 95814
Phone: 916-808-8300
Fax: 916-808-8281

R STREET IMPROVEMENTS
16TH STREET TO 18TH STREET
PROJECT # T15068301
Addendum No. 3

August 12, 2014

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 email 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 email or letter, provided such email or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Zuhair Amawi at (916) 808-5961 or zamawi@cityofsacramento.org.

Respectfully,

Brenda Kee

Brenda Kee
Program Analyst

Enclosure

R STREET IMPROVEMENTS
16TH STREET TO 18TH STREET
CITY PROJECT NO: T15068301
Addendum No. 3
August 12, 2014

Item 1: The Bid Opening Date does not change with this addendum. The Bid Opening will be 2:00 P.M., on August 20, 2014.

Item 2: Per Section 9.5 "Pre-Bid Interpretation of Contract Documents", requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Based on the Bid Opening Date of August 20, 2014, the last date to submit requests for interpretation is August 12, 2014.

Item 3: Special provisions Section 10 "ITEM NO. 5 – ROADWAY EXCAVATION AND GRADING":

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

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

ADD <u>Payment</u> shall be based on the unit price paid per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals, Lead Compliance Plan and for doing all work involved with roadway excavation and grading as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item 4: Special Provisions Section 5

ADD **5.14 SUPPLEMENTAL PROJECT INFORMATION**

Supplemental Project Information

Means	Description
Available as specified in the Standard Specifications	Cross Sections

Item 5: Contractor Questions and Responses

1. **Question** Addendum I questions & answers number 5, As the City has failed to provide information regarding the existing AC that was found phase 1, R street improvements, Are all bidding contractors to assume the existing AC is 4" on 12" of AB?

   Response Based on pothole data the AC was found to be between approximately 4" to 8" thick. Contractor shall assume the existing section consists of 8" of AC.

2. **Question** Questions & answers # 6, The City's answer is that the contractor is responsible for <u>unforeseen</u> permit fees? How can the City have contractors bid this unforeseen condition? This added cost should be an extra as it cannot be quantified at time.

   Response No unforeseen permit fees are anticipated.

3. **Question** Question 13 specifically asks about additional cobbles if required, & how all bidding contractors equally quantify time involved cleaning & preparing unseen pavers?

   Response Contractor is directed to Section 10 Item No. 13 – Cobblestones to Install. Contractor to provide an inventory of any damaged cobbles to the Engineer after the cobbles have been cleaned a prepared for reuse.

   After inspection of the cobblestones, the Engineer may elect to have the contractor substitute a portion of the existing cobblestones or add cobblestones to remove gaps that currently exist. If additional cobblestones are needed, the contractor shall assist the Engineer in locating and procuring additional cobblestones. Picking-up the cobblestones and bringing them to the project site will be paid for at the unit price for this item. Cleaning, preparing, and installing the cobblestones will be paid for at the unit price for this item based on actual measurement and no additional compensation will be allowed thereof.

4. Question The City has not completely answered question 18, what is the approved tracks (weight) used in phase 1?

Response In addition to the information provided in Addendum No. 1, Contractor shall provide a submittal, for approval by the Engineer, specifying the range of replacement rail weight to be used. Rail weight shall range from 60 pounds per yard to 90 pounds per yard and be manufactured prior to 1945.

5. Question Is there a topo or more complete existing information available? There are not enough existing elevations or linework to determine an accurate existing layer to determine the correct amount of offhaul needed.

Response Refer to the Cross Sections provided with Addendum No. 3.

6. Question Is there an approved equal supplier for the color additive besides LM Scofield?

Response Refer to "Material - Substitutions" in Item No. 14 and 15 page 53 of SECTION NO. 10 – ITEMS OF THE BID PROPOSAL

Substitutions: The use of products other than those specified will be considered providing that the Contractor requests its use in writing within 14-days prior to bid date. This request shall be accompanied by the following:

A. A certificate of compliance from material manufacturer stating that proposed products meet or exceed requirements of this Section, including standards ACI 303.1, ASTM C979, ASTM C494 and AASHTO M194.

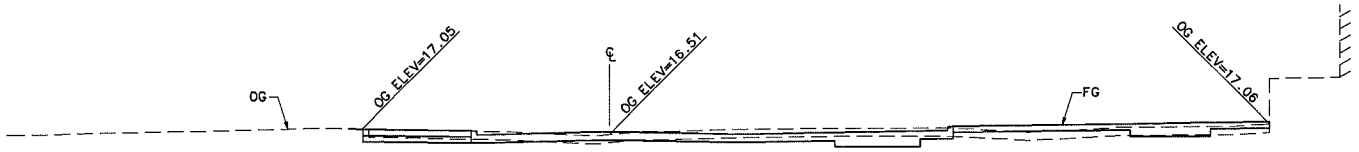
B. Documented proof that proposed materials have a 10-year proven record of performance, confirmed by at least 5 local projects that the Landscape Architect and Engineer can examine.

7. Question Addendum I was just made available from the City at approximately 10:00 this morning, Wednesday 8/6/2014 (was not on your web site Planet Bid at 9AM). Page 2 of 15 Item 2, states that questions related to this project are due no later than yesterday. Due to the fact the City was slow to issue addendum 1. How will the City answer any questions that may arise from the over 200 pages of new information you just provided?

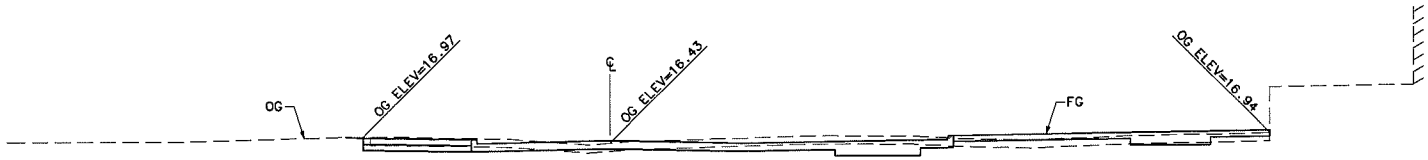
Response The 200 pages you are referring to is mostly a copy of the Initial Site Assessment prepared for the project which is provided as a response to question No. 3 in the Addendum. Item 2 in the Addendum is not new information, it simply reiterates Section 9.5 in the original bid document which was posted July 14.

8. Question Plan sheets L1.1 & C15 both show tracks along the existing loading dock on the north side of R Street between approximate stations 39+25 & 41+00. However Plan sheet C-6 cut between station 39+56 – 42+44 as well as sheet G-3 tracks are not show. Please clarify what is to be done here.

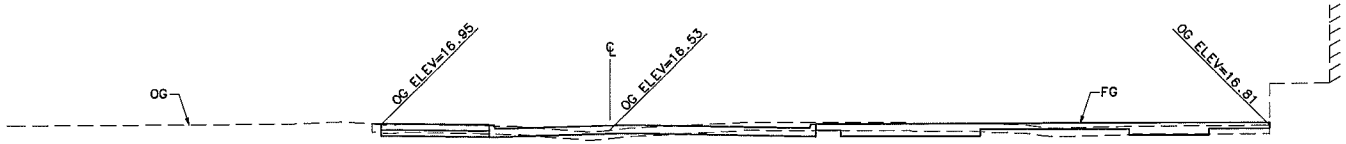
Response The tracks you are referring to are existing and shown for removal limits on sheet C-15. The tracks to be installed and adjusted to grade will end in the roadway at the northeast corner of R Street and 17th Street where it is noted "End Adjust Rail to Grade". Sheet G-3 shows the proposed tracks only, and does not include the existing tracks.



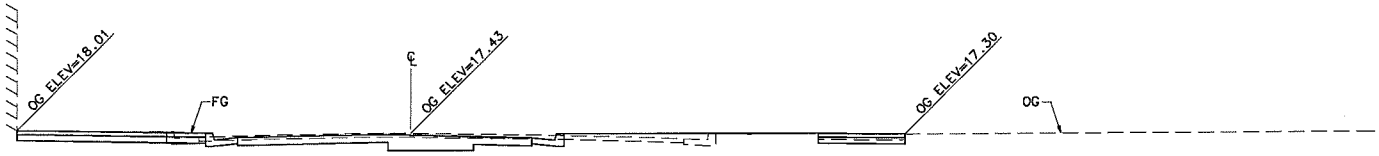
36+50



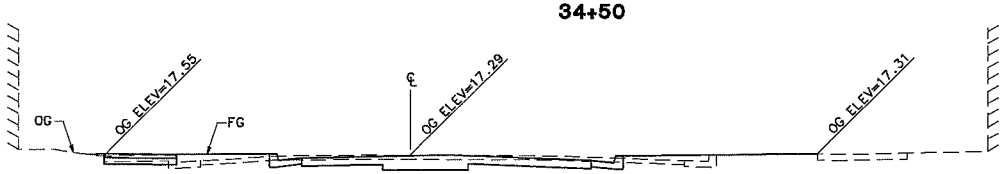
36+00



35+50



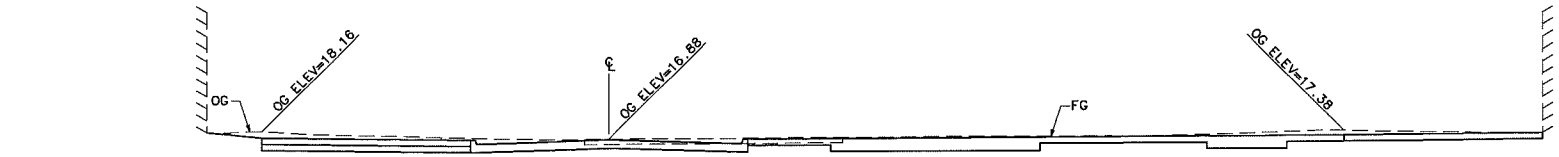
34+50



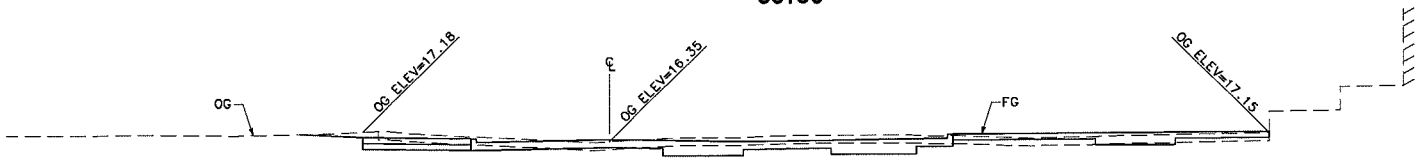
34+00

SHEET 1 OF 4
SCALE: 1"=10'

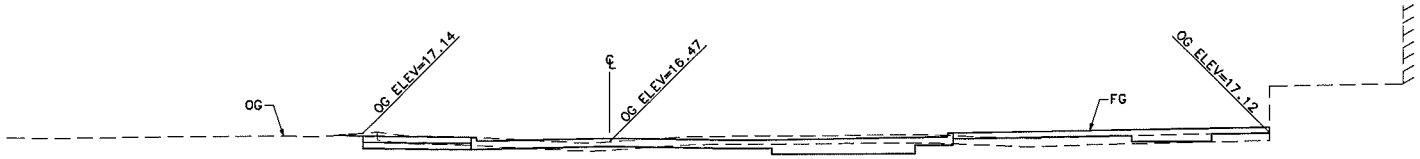
R STREET MARKET PLAZA
CROSS SECTIONS



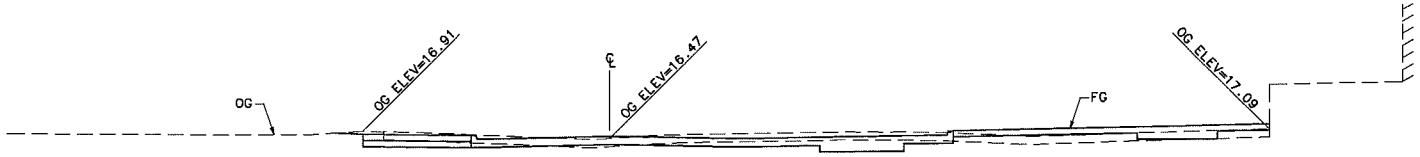
39+50



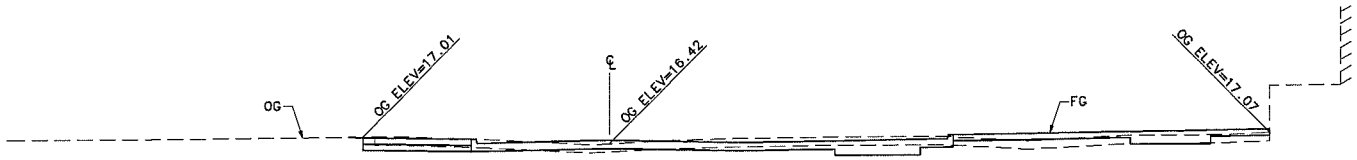
38+50



38+00



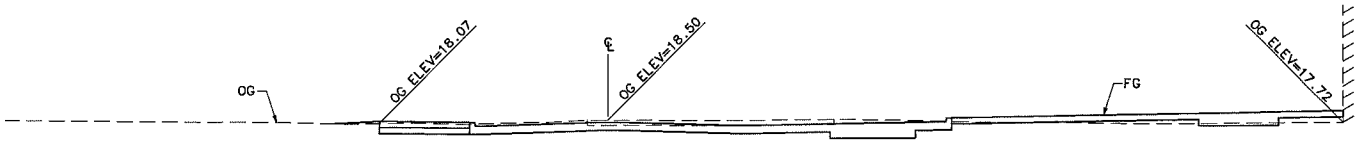
37+50



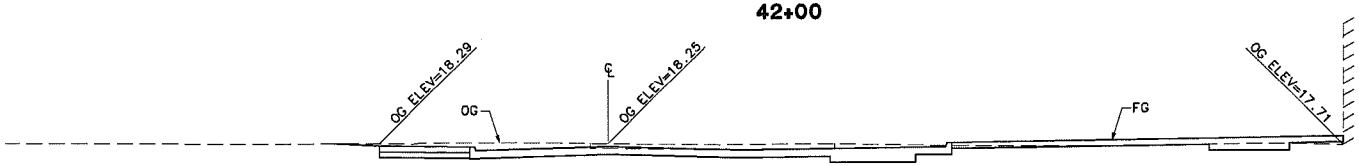
37+00

SHEET 2 OF 4
SCALE: 1"=10'

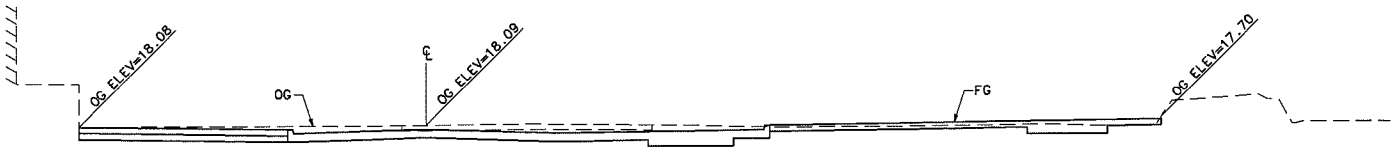
R STREET MARKET PLAZA
CROSS SECTIONS



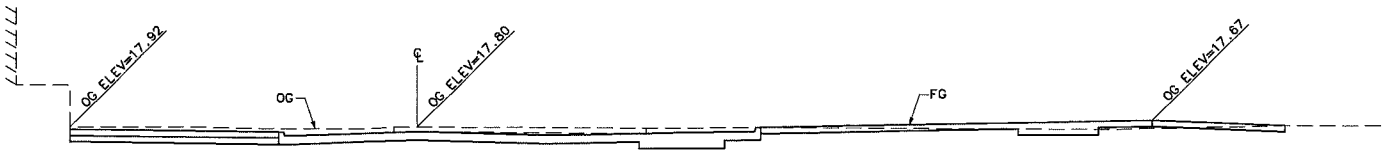
42+00



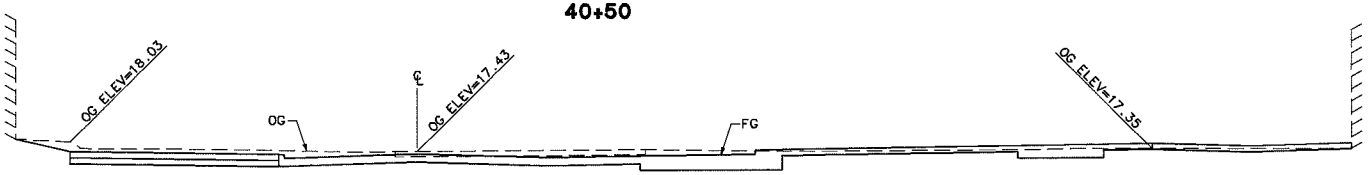
41+50



41+00



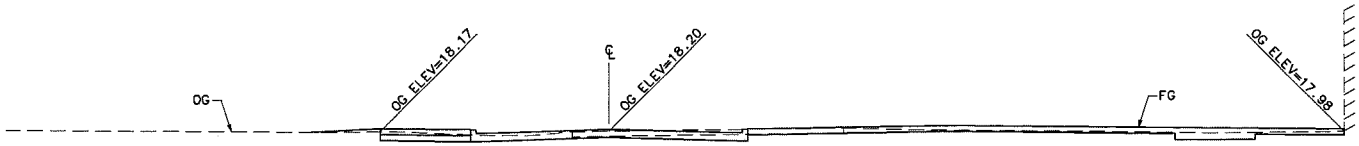
40+50



40+00

SHEET 3 OF 4
SCALE: 1"=10'

R STREET MARKET PLAZA
CROSS SECTIONS



SHEET 4 OF 4
SCALE: 1"=10'

42+50

R STREET MARKET PLAZA
CROSS SECTIONS

City of
SACRAMENTO
Department of Public Works

Engineering Services Division
915 I Street, RM 2000
Sacramento, CA 95814

Phone: 916-808-8300
Fax: 916-808-8281

R STREET IMPROVEMENTS
16TH STREET TO 18TH STREET
PROJECT # T15068301
Addendum No. 4

August 15, 2014

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 email 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 email or letter, provided such email or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Zuhair Amawi at (916) 808-7620 or zamawi@cityofsacramento.org.

Respectfully,

Brenda Kee

Brenda Kee
Program Analyst

Enclosure

R STREET IMPROVEMENTS
16TH STREET TO 18TH STREET
CITY PROJECT NO: T15068301
Addendum No. 4
August 15, 2014

Item 1: Davis Bacon Wages updated as of 8/15/14

General Decision Number: CA140009 08/15/2014 CA9

Superseded General Decision Number: CA20130009

State: California

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

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

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

Modification Number	Publication Date
0	01/03/2014
1	01/10/2014
2	01/24/2014
3	03/07/2014
4	04/11/2014
5	05/23/2014
6	05/30/2014
7	06/06/2014
8	06/13/2014
9	06/20/2014
10	07/04/2014
11	07/11/2014
12	07/18/2014
13	07/25/2014
14	08/01/2014
15	08/08/2014
16	08/15/2014

ASBE0016-001 01/01/2014

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 57.15	18.72
Area 2	$ 44.05	18.62

ASBE0016-007 01/01/2013

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 31.13	6.95

BOIL0549-002 01/01/2013

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties	$ 42.06	33.43
(2) Remaining Counties	$ 38.37	31.32

BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER	$ 28.05	14.01

BRCA0003-004 05/01/2013

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1	$ 36.48	19.59
AREA 2	$ 39.96	23.79

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER	$ 33.15	13.93
TERRAZZO WORKER/SETTER	$ 39.95	24.39

BRCA0003-010 04/01/2014

	Rates	Fringes
TILE FINISHER		
Area 1	$ 22.58	10.04
Area 2	$ 22.58	12.50
Area 3	$ 22.76	12.37
Area 4	$ 22.26	11.85
Tile Layer		
Area 1	$ 38.13	11.98
Area 2	$ 36.43	13.74
Area 3	$ 40.59	13.79
Area 4	$ 37.46	13.74

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2013

	Rates	Fringes
MARBLE MASON	$ 39.30	22.48

CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 39.60	30.73
Diver standby	$ 44.56	30.73
Diver Tender	$ 43.56	30.73
Diver wet	$ 89.12	30.73
Manifold Operator (mixed gas)	$ 48.56	30.73
Manifold Operator (Standby)	$ 43.56	30.73

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

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

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

$1.00 per foot.

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

CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver	$ 40.60	30.73

CARP0035-001 08/01/2014

AREA 1: MARIN, NAPA, SOLANO & SONOMA

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

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

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 40.35	27.97
Area 3	$ 34.97	27.97
Area 4	$ 33.62	27.97
Drywall Stocker/Scrapper		
Area 1	$ 20.18	16.30
Area 3	$ 17.49	16.30
Area 4	$ 16.81	16.30

CARP0035-009 07/01/2014

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		

Carpenter.....$ 40.35 27.53
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 40.50 27.53
Journeyman Carpenter.....$ 40.35 27.53
Millwright.....$ 40.45 29.12

CARP0035-010 07/01/2013

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Alpine, San Benito and Santa Cruz

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

Rates Fringes

Modular Furniture Installer
Area 1
Installer I.....$ 22.96 17.52
Installer II.....$ 19.53 17.52
Lead Installer.....$ 26.41 18.02
Master Installer.....$ 30.63 18.02
Area 2
Installer I.....$ 20.31 17.52
Installer II.....$ 17.36 17.52
Lead Installer.....$ 23.28 18.02
Master Installer.....$ 26.91 18.02
Area 3
Installer I.....$ 19.36 17.52
Installer II.....$ 16.59 17.52
Lead Installer.....$ 22.16 18.02
Master Installer.....$ 25.58 18.02

CARP0046-001 07/01/2014

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

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 40.35 27.53

Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 34.62 27.53
Journeyman Carpenter.....$ 34.47 27.53
Millwright.....$ 36.97 29.12

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

CARP0046-002 07/01/2014

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

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 40.35 27.53
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 33.27 27.53
Journeyman Carpenter.....$ 33.12 27.53
Millwright.....$ 35.62 29.12

CARP0152-003 07/01/2014

Amador County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 40.35 27.53
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 33.27 27.53
Journeyman Carpenter.....$ 33.12 27.53

Millwright.....$ 35.62 29.12

CARP0180-001 07/01/2014

Solano County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 40.35 27.53
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 40.50 27.53
Journeyman Carpenter.....$ 40.35 27.53
Millwright.....$ 40.45 29.12

CARP0751-001 07/01/2014

Napa and Sonoma Counties

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 40.35 27.53
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 40.50 27.53
Journeyman Carpenter.....$ 40.35 27.53
Millwright.....$ 40.45 29.12

CARP1599-001 07/01/2014

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

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 40.35 27.53
Hardwood Floorlayer,

Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 33.27 27.53
Journeyman Carpenter.....$ 33.12 27.53
Millwright.....$ 35.62 29.12

ELEC0180-001 06/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 50.97	3%+20.13
ELECTRICIAN	$ 45.31	3%+20.13

ELEC0180-003 12/01/2013

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 31.32	3%+15.30
Technician	$ 35.66	3%+15.30

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 12/01/2013

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

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 24.68	3%+12.85
Sound & Communications Technician	$ 28.38	3%+12.85

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and

Data Acquisition) PCM (Pulse Code Modulation)
Inventory Control Systems Digital Data Systems
Broadband and Baseband and Carriers Point of Sale
Systems VSAT Data Systems Data Communication
Systems RF and Remote Control Systems Fiber Optic
Data Systems WORK EXCLUDED Raceway systems are not covered
(excluding Ladder-Rack for the purpose of the above listed
systems). Chases and/or nipples (not to exceed 10 feet)
may be installed on open wiring systems. Energy management
systems. SCADA (Supervisory Control and Data Acquisition)
when not intrinsic to the above listed systems (in the
scope). Fire alarm systems when installed in raceways
(including wire and cable pulling) shall be performed at
the electrician wage rate, when either of the following two
(2) conditions apply:
1. The project involves new or major remodel building trades
construction.
2. The conductors for the fire alarm system are installed in
conduit.

ELEC0340-003 12/01/2013

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

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 39.06	18.54
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

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

ELEC0401-005 07/01/2013

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

	Rates	Fringes
ELECTRICIAN	$ 37.00	14.62

ELEC0551-004 06/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 47.20	16.76

ELEC0551-005 12/01/2013

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 31.32	16.23
Technician	$ 35.66	16.36

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2013

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes

ELECTRICIAN.....$ 30.27 14.81

ELEC0659-008 02/01/2013

DEL NORTE, MODOC & SISKIYOU COUNTIES

Rates Fringes

Line Construction
(1) Cable Splicer.....$ 51.09 4%+13.30
(2) Lineman, Pole Sprayer,
Heavy Line Equipment Man....$ 45.62 4%+13.30
(3) Tree Trimmer.....$ 32.07 4%+9.80
(4) Line Equipment Man.....$ 45.62 4%+9.80
(5) Powdermen,
Jackhammermen.....$ 34.22 4%+9.80
(6) Groundman.....$ 31.31 4%+9.80

ELEC1245-004 06/01/2013

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

Rates Fringes

LINE CONSTRUCTION
(1) Lineman; Cable splicer..$ 50.30 15
(2) Equipment specialist
(operates crawler
tractors, commercial motor
vehicles, backhoes,
trenchers, cranes (50 tons
and below), overhead &
underground distribution
line equipment).....$ 40.17 14.56
(3) Groundman.....$ 30.73 13.48
(4) Powderman.....$ 44.91 13.48

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

---

ELEV0008-001 01/01/2014

Rates Fringes

ELEVATOR MECHANIC.....$ 59.19 26.785

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

ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman	$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 31.15	27.81
AREA 2:		
(1) Leverman	$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman	$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 33.15	27.81

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

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

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County

Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

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

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

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

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

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

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

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 39.85	27.44
GROUP 2	$ 38.32	27.44
GROUP 3	$ 36.84	27.44
GROUP 4	$ 35.46	27.44
GROUP 5	$ 34.19	27.44
GROUP 6	$ 32.87	27.44
GROUP 7	$ 31.73	27.44
GROUP 8	$ 30.59	27.44
GROUP 8-A	$ 28.38	27.44
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 40.73	27.44
Oiler	$ 33.76	27.44
Truck crane oiler	$ 37.33	27.44
GROUP 2		
Cranes	$ 38.97	27.44
Oiler	$ 33.50	27.44
Truck crane oiler	$ 37.04	27.44
GROUP 3		
Cranes	$ 37.23	27.44
Hydraulic	$ 32.87	27.44
Oiler	$ 33.26	27.44
Truck Crane Oiler	$ 36.77	27.44
GROUP 4		
Cranes	$ 34.19	27.44
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 41.07	27.44
Oiler	$ 31.81	27.44
Truck crane oiler	$ 34.09	27.44
GROUP 2		
Lifting devices	$ 39.25	27.44
Oiler	$ 31.54	27.44
Truck Crane Oiler	$ 33.84	27.44
GROUP 3		
Lifting devices	$ 37.57	27.44
Oiler	$ 31.32	27.44
Truck Crane Oiler	$ 33.55	27.44

GROUP 4
Lifting devices.....$ 35.80 27.44
GROUP 5
Lifting devices.....$ 34.50 27.44
GROUP 6
Lifting devices.....$ 33.16 27.44
OPERATOR: Power Equipment
(Steel Erection - AREA 1:)
GROUP 1
Cranes.....$ 41.70 27.44
Oiler.....$ 32.15 27.44
Truck Crane Oiler.....$ 34.38 27.44
GROUP 2
Cranes.....$ 39.93 27.44
Oiler.....$ 31.88 27.44
Truck Crane Oiler.....$ 34.16 27.44
GROUP 3
Cranes.....$ 38.45 27.44
Hydraulic.....$ 32.67 27.44
Oiler.....$ 31.66 27.44
Truck Crane Oiler.....$ 33.89 27.44
GROUP 4
Cranes.....$ 36.43 27.44
GROUP 5
Cranes.....$ 35.13 27.44
OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1.....$ 35.95 27.44
GROUP 1-A.....$ 38.32 27.44
GROUP 2.....$ 34.59 27.44
GROUP 3.....$ 33.36 27.44
GROUP 4.....$ 32.22 27.44
GROUP 5.....$ 31.08 27.44
UNDERGROUND:
GROUP 1.....$ 35.85 27.44
GROUP 1-A.....$ 38.32 27.44
GROUP 2.....$ 34.59 27.44
GROUP 3.....$ 33.26 27.44
GROUP 4.....$ 32.12 27.44
GROUP 5.....$ 30.98 27.44

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination

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

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

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

Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

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

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

---

ALL CRANES AND ATTACHMENTS

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

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

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating

telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

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

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

--

TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

---

AREA DESCRIPTIONS:

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

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

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

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

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

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

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

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

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

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

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

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

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

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

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

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

TUOLUMNE COUNTY:
Area 1: Remainder

Area 2: Eastern Part

ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 29.64	25.71
AREA 2	$ 31.64	25.71
GROUP 2		
AREA 1	$ 26.04	25.71
AREA 2	$ 28.04	25.71
GROUP 3		
AREA 1	$ 21.43	25.71
AREA 2	$ 23.43	25.71

GROUP DESCRIPTIONS:

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

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

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

AREA DESCRIPTIONS:

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

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

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

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

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

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

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

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

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

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

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

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

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

TRINITY COUNTY:

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

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

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

IRON0377-002 07/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 26.58	17.74
Ornamental, Reinforcing and Structural	$ 33.00	26.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

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

$4.00 additional per hour at the following locations:

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

$2.00 additional per hour at the following locations:

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

LABO0067-002 06/29/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN

MATEO AND SANTA CLARA COUNTIES

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

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B	$ 19.66	9.02
LABORER (Lead Removal)		
Area A	$ 29.02	19.42
Area B	$ 28.02	19.42

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

LABO0067-006 06/30/2014

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

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

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 29.09	18.66

GROUP 1.....$ 28.39 18.66
GROUP 1-a.....$ 28.61 18.66
GROUP 1-c.....$ 28.44 18.66
GROUP 1-e.....$ 28.94 18.66
GROUP 1-f.....$ 28.97 18.66
GROUP 1-g (Contra Costa
County).....$ 28.59 18.66
GROUP 2.....$ 28.24 18.66
GROUP 3.....$ 28.14 18.66
GROUP 4.....$ 21.83 18.66
See groups 1-b and 1-d under laborer classifications.
Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA B:)
Construction Specialist
Group.....$ 28.09 18.66
GROUP 1.....$ 27.39 18.66
GROUP 1-a.....$ 27.61 18.66
GROUP 1-c.....$ 27.44 18.66
GROUP 1-e.....$ 27.94 18.66
GROUP 1-f.....$ 27.97 18.66
GROUP 2.....$ 27.24 18.66
GROUP 3.....$ 27.14 18.66
GROUP 4.....$ 20.83 18.66
See groups 1-b and 1-d under laborer classifications.
Laborers: (GUNITE - AREA A:)
GROUP 1.....$ 29.35 18.66
GROUP 2.....$ 28.85 18.66
GROUP 3.....$ 28.26 18.66
GROUP 4.....$ 28.14 18.66
Laborers: (GUNITE - AREA B:)
GROUP 1.....$ 28.35 18.66
GROUP 2.....$ 27.85 18.66
GROUP 3.....$ 27.26 18.66
GROUP 4.....$ 27.14 18.66
Laborers: (WRECKING - AREA A:)
GROUP 1.....$ 28.39 18.66
GROUP 2.....$ 28.24 18.66
Laborers: (WRECKING - AREA B:)
GROUP 1.....$ 27.39 18.66
GROUP 2.....$ 27.24 18.66
Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 28.14 18.66
(2) Establishment Warranty
Period.....$ 21.83 18.66
Landscape Laborer (GARDENERS,
HORTICULURAL & LANDSCAPE

LABORERS - AREA B:)
(1) New Construction.....$ 27.14 18.66
(2) Establishment Warranty
Period.....$ 20.83 18.66

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

LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types

(except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

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

from the date of inception.

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

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

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

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

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

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling

and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

---

* LABO0185-002 06/30/2014

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

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.11	17.34

---

* LABO0185-005 06/30/2014

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

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49

GROUP 2.....$ 34.37 19.49
GROUP 3.....$ 34.12 19.49
GROUP 4.....$ 33.67 19.49
GROUP 5.....$ 33.13 19.49
Shotcrete Specialist.....$ 35.12 19.49

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

---

* LABO0261-002 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 28.14	19.03
Traffic Control Person I....	$ 28.44	19.03
Traffic Control Person II...	$ 25.94	19.03

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

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

---

* LABO0261-004 06/30/2014

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

---

* LABO0261-007 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.36	17.34

---

* LABO0324-004 06/30/2014

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 27.14	19.03
Traffic Control Person I	$ 27.44	19.03
Traffic Control Person II	$ 24.94	19.03

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

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

---

* LABO0324-008 06/30/2014

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

---

* LABO0324-010 06/30/2014

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 31.36	17.34

LABO1414-005 08/07/2013

	Rates	Fringes
Plasterer tender	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-004 01/01/2013

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:	$ 33.86	20.26

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.

INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 01/01/2013

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

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	$ 36.24	18.67

PAIN0016-007 01/01/2013

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

	Rates	Fringes
Painters:.....	$ 29.06	15.98

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

PAIN0016-008 01/01/2013

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 44.87	17.98

PAIN0169-004 01/01/2013

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

	Rates	Fringes
GLAZIER	$ 41.88	21.59

---

* PAIN0567-001 07/01/2014

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

	Rates	Fringes
Painters:		
Brush and Roller	$ 23.16	10.38
Spray Painter & Paperhanger	$ 24.01	10.38

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

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

PAIN0567-007 07/01/2014

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

	Rates	Fringes
SOFT FLOOR LAYER	$ 25.81	11.68

PAIN0567-010 07/01/2013

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

	Rates	Fringes
Drywall		
(1) Taper	$ 27.07	11.14
(2) Steeplejack - Taper, over 40 ft with open space below	$ 28.57	11.14

PAIN0767-004 01/01/2013

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

	Rates	Fringes
GLAZIER	$ 32.24	19.88

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

Employee rquired to wear a body harness shall receive $1.50

per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 34.26	11.65
GROUP 2	$ 29.12	11.65
GROUP 3	$ 29.46	11.65

CLASSIFICATIONS

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

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2013

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

	Rates	Fringes
SOFT FLOOR LAYER	$ 28.25	16.73

PLAS0300-003 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado,		

Glenn, Lassen, Modoc,
Nevada, Placer, Plumas,
Sacramento, Shasta,
Sierra, Siskiyou, Solano,
Sutter, Tehema, Trinity,
Yolo & Yuba Counties.....$ 32.82 15.10
AREA 355: Marin, Napa &
Sonoma Counties.....$ 32.82 15.30

PLAS0300-005 06/30/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 30.00	22.07

PLUM0038-002 07/01/2013

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding hgih-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE	$ 62.00	42.39
(2) All other work - NEW CONSTRUCTION RATE	$ 62.00	42.39

PLUM0038-006 07/01/2013

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 52.70	31.45

PLUM0228-001 01/01/2014

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

	Rates	Fringes
PLUMBER	$ 34.50	25.24

PLUM0343-001 07/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.60	19.40
All Other Work	$ 48.00	30.05

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

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

PLUM0350-001 01/01/2011

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

Rates Fringes

PLUMBER/PIPEFITTER.....$ 34.60 10.50

PLUM0355-001 07/01/2013

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

Rates Fringes

Underground Utility Worker
/Landscape Fitter.....$ 28.55 8.30

PLUM0442-003 01/01/2014

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

Rates Fringes

PLUMBER.....$ 35.00 24.99

PLUM0447-001 07/01/2013

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

Rates Fringes

PLUMBER/PIPEFITTER
Journeyman.....$ 41.77 22.35
Light Commercial Work.....$ 32.23 17.22

ROOF0081-006 08/01/2011

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

Roofer.....$ 33.16 10.90

ROOF0081-007 08/01/2012

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA,

PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 32.33	11.97

SFCA0483-003 01/01/2014

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 52.42	25.62

SFCA0669-003 07/01/2013

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

	Rates	Fringes
SPRINKLER FITTER	$ 34.19	19.37

SHEE0104-006 07/01/2013

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 51.30	35.96
All other work	$ 52.80	34.46

SHEE0104-009 07/01/2013

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

	Rates	Fringes
SHEET METAL WORKER	$ 38.43	29.31

SHEE0104-010 07/01/2013

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 35.87	26.88

SHEE0104-011 07/01/2013

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

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only)	$ 38.43	29.31

SHEE0104-014 07/01/2013

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 52.80	34.46

SHEE0104-019 07/01/2013

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

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 29.54	27.16
Mechanical Jobs over $200,000	$ 38.43	29.31

TEAM0094-001 07/01/2014

	Rates	Fringes

Truck drivers:

GROUP 1	$ 27.96	24.28
GROUP 2	$ 28.26	24.28
GROUP 3	$ 28.56	24.28
GROUP 4	$ 28.91	24.28
GROUP 5	$ 29.26	24.28

FOOTNOTES:

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

TRUCK DRIVER CLASSIFICATIONS

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

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

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or

Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

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

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

---

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

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Identifiers

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

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

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

==========

END OF GENERAL DECISION

****

Important Special Notice

****

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

****

PRE-BID MEETING

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

The conference will be held at:

New Sacramento City Hall

915 I Street, Room 2000

Conference Room 2105

Sacramento, CA 95814

For information regarding the DBE Program, contact **Lucinda Willcox** at (916) 808-5052

CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

FEDERAL AID PROJECT NO.: **CML 5002 (139)**

CITY CONTRACT NO.: **T15068301**

NOTICE TO BIDDERS

Sealed proposals and bids for the work entitled:

R STREET IMPROVEMENTS
16TH STREET TO 18TH STREET
(PN: T15068301)

will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, 915 I Street (New City Hall), 5th Floor, up to the hour of 2:00 P.M., August 13, 2014 and will be publicly opened and read at 2:00 P.M., or as soon thereafter as business allows, in Hearing Room on 2nd Floor, 915 I Street (Historic City Hall).

This project provides for, in general, the reconstruction of R Street between 16th Street and 18th Street to include a concrete roadway, on-street parking, raised walkways, decorative pavers, landscaping, lighting, improved drainage, the construction of a new water main, and the preservation of existing railroad track within the context of the improvements.

The work includes removing and replacing the existing asphalt pavement, placing new striping, placing new curbs, gutters, and raised walkways where there are none and removing and replacing existing deteriorated valley gutters.

The underground work includes replacing the existing combined sewer trunkline, installing new drain inlets, leads and maintenance holes, adjusting maintenance holes, valve box and drain inlets to match new grades, and installing a new waterline.

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

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

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

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

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

Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. A s used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 5th Floor, New City Hall , 915 I Street, , Sacramento, CA 95814.

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

http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

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

SEALED PROPOSAL AND BIDS
FOR
R STREET IMPROVEMENTS
16TH STREET TO 18TH STREET
(PN: T15068301)

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

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

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

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at

http://www.dir.ca.gov. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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

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

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

R STREET IMPROVEMENTS
16TH STREET TO 18TH STREET

Federal Aid Project No.: CML 5002 (139)

City Project No.: T15068301

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

Civil:

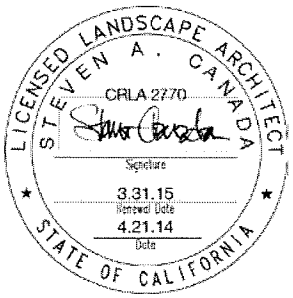
R. Matt Brogan, Registered Civil Engineer

Electrical:

Kin Y. Chan, Registered Civil Engineer

Landscape:

Steven A. Canada , Registered Landscape Architect



SECTION NO. 1 - SPECIFICATIONS AND PLANS **4**
SECTION NO. 2 - PROPOSAL REQUIREMENTS AND CONDITIONS **6**
2-1.01 GENERAL 6
2-1.015 FEDERAL LOBBYING RESTRICTIONS 6
2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE) 7
SECTION NO. 3 - AWARD AND EXECUTION OF CONTRACT **12**
3.1 GENERAL 12
3.2 BID OPENING 12
3.3 BID RIGGING 12
3.4 CONTRACT AWARD 12
3.5 CONTRACTOR LICENSE 12
3.6 DIFFERING SITE CONDITIONS (23 CFR 635.109) 12
SECTION NO. 4 - BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES **13**
SECTION NO. 5 - GENERAL **13**
5.1 LABOR NONDISCRIMINATION 13
5.2 PREVAILING WAGE 14
5.3 PUBLIC SAFETY 14
5.4 BUY AMERICA REQUIREMENTS 16
5.5 QUALITY ASSURANCE 16
5.6 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES 17
5.7 SUBCONTRACTOR AND DBE RECORDS 17
5.8 SUBCONTRACTING 18
5.9 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS 18
5.10 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS 19
5.11 PARTNERING 19
5.12 PAYMENTS 19
5.13 TRAINING 20
SECTION NO. 6 - (BLANK) **20**
SECTION NO. 7 - WORKER'S COMPENSATION AND INSURANCE **20**
7.1 WORKER'S COMPENSATION 20
7.2 COMPREHENSIVE AUTO AND GENERAL LIABILITY INSURANCE 20
7.3 CERTIFICATE OF INSURANCE 20
7.4 WORKER'S COMPENSATION CERTIFICATE 21
7.5 FAILURE TO MAINTAIN INSURANCE 21
SECTION NO. 8 - MATERIALS (BLANK) **21**
SECTION NO. 9 - GENERAL REQUIREMENTS **21**
9.1 ORDER OF WORK 21
9.2 COMPLETION TIME 22
9.3 TIME OF AWARD 22
9.4 PROVIDING BONDS AND SURETY 22
9.5 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS 22
9.6 NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET 23
9.7 CERTIFICATE OF COMPLIANCE 23
9.8 FINAL PAY QUANTITY 23
9.9 EQUIPMENT TO BE SUPPLIED 24
9.10 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS 24
9.11 COORDINATION 25
9.12 REGIONAL TRANSIT ON TRACK SAFETY TRAINING 26
9.13 REGIONAL TRANSIT TRACK WARRANT REQUIREMENTS 26
9.14 PROJECT SCHEDULING 28
9.15 PROTECTION OF EXISTING IMPROVEMENTS 29
9.16 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE AND SPECIAL CONSTRUCTION CONSIDERATIONS 29
9.17 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION 32
9.18 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING 32
9.19 PUBLIC NOTIFICATION 32
9.20 REMOVAL OF ON-STREET PARKING 33
9.21 EQUIPMENT LIST AND DRAWINGS SUBMITTALS 34
9.22 PROOF OF COMPLIANCE WITH CONTRACT 34
9.23 BACKFILLING OF VOIDS 34
9.24 PAVEMENT CUTTING AND RESTORATION 35
9.25 PROTECTION OF TREES 35
9.26 TREE TRIMMING 36
9.27 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED 38

9.28 HEALTH AND SAFETY 38
9.29 PERMITS AND STAGING AREA 38
9.30 EROSION AND SEDIMENT CONTROL 39
9.31 HISTORICAL RESTRICTIONS 39
SECTION NO. 10 - ITEMS OF THE BID PROPOSAL 40
ITEM NO. 1 - PRECONSTRUCTION PHOTOGRAPHS 40
ITEM NO. 2 - MOBILIZATION 40
ITEM NO. 3 - EROSION, SEDIMENT AND POLLUTION CONTROL PLAN 40
ITEM NO. 4 - CLEARING AND GRUBBING 40
ITEM NO. 5 - ROADWAY EXCAVATION AND GRADING 41
ITEM NO. 6 - POTHOLING BY EXCAVATION 44
ITEM NO. 7 - CLASS I CONTAMINATED SOIL TO TRANSPORT AND DISPOSE 45
ITEM NO. 8 - CLASS II CONTAMINATED SOIL TO TRANSPORT AND DISPOSE 46
ITEM NO. 9 - RAIL TO REMOVE 46
ITEM NO. 10 - FURNISH REPLACEMENT RAIL 47
ITEM NO. 11 - RAILROAD TIES TO REMOVE AND DISPOSE 47
ITEM NO. 12 - ADJUST TRACK TO GRADE 48
ITEM NO. 13 - COBBLESTONES TO INSTALL 49
ITEM NO. 14 - PORTLAND CEMENT CONCRETE ROADWAY TO CONSTRUCT 50
ITEM NO. 15 - PORTLAND CEMENT CONCRETE RAISED WALKWAY TO CONSTRUCT 50
ITEM NO. 16 - AGGREGATE BASE CLASS 2 TO PLACE 58
ITEM NO. 17 - CEMENT TREATED BASE TO PLACE 58
ITEM NO. 18 - ASPHALT CONCRETE (1/2" AGGREGATE) PAVEMENT TO PLACE 58
ITEM NO. 19 - ASPHALT CONCRETE (3/4" AGGREGATE) PAVEMENT TO PLACE 58
ITEM NO. 20 - PORTLAND CEMENT CONCRETE CONFORM TO CONSTRUCT 59
ITEM NO. 21 - CURB AND GUTTER TYPE 2 TO CONSTRUCT 59
ITEM NO. 22 - CURB TYPE 3 TO CONSTRUCT 59
ITEM NO. 23 - 6" CONCRETE COMMERCIAL DRIVEWAY TO CONSTRUCT 60
ITEM NO. 24 - RAPID STRENGTH CONCRETE TO CONSTRUCT 60
ITEM NO. 25 - TRUNCATED DOMES ON NEW RAMPS (36" x 48") 66
ITEM NO. 26 - CHAIN LINK FENCE TO RESET 66
ITEM NO. 27 - MAINTENANCE HOLE NO. 3 TO CONSTRUCT 67
ITEM NO. 28 - SADDLE MANHOLE TO CONSTRUCT 67
ITEM NO. 29 - EXISTING MAINTENANCE HOLE TO REMOVE 67
ITEM NO. 30 - MAINTENANCE HOLE TO ADJUST TO GRADE 68
ITEM NO. 31 - DRAIN INLET TO REMOVE 68
ITEM NO. 32 - STORM DRAIN PIPE TO REMOVE 69
ITEM NO. 33 - MODIFIED TYPE B DROP INLET TO CONSTRUCT 69
ITEM NO. 34 - MODIFIED TYPE B DROP INLET WITH 4" HOOD OPENING TO CONSTRUCT 69
ITEM NO. 35 - MODIFIED TYPE B DROP INLET WITH DEPRESSION APRON TO CONSTRUCT 69
ITEM NO. 36 - 10" STORM DRAIN PIPE TO INSTALL 70
ITEM NO. 37 - 12" STORM DRAIN PIPE TO INSTALL 70
ITEM NO. 38 - 15" STORM DRAIN PIPE TO INSTALL 70
ITEM NO. 39 - SURVEY MONUMENT TO BE PRESERVED 72
ITEM NO. 40 - UTILITY BOX TO ADJUST TO GRADE 73
ITEM NO. 41 - WATER VALVE TO ADJUST TO GRADE 73
ITEM NO. 42 - DIAMOND SWITCH PLATE TO ADJUST TO GRADE 73
ITEM NO. 43 - FIRE HYDRANT TO RELOCATE 74
ITEM NO. 44 - FIRE DEPARTMENT CONNECTION TO RELOCATE 74
ITEM NO. 45 - 8" DIAMETER WATER MAIN TO INSTALL 74
ITEM NO. 46 - 12" DIAMETER WATER MAIN TO INSTALL 74
ITEM NO. 47 - 20" DIAMETER WELDED STEEL PIPE CASING TO INSTALL 75
ITEM NO. 48 - 1" WATER SERVICE TO INSTALL 75
ITEM NO. 49 - 8" DIAMETER GATE VALVE TO INSTALL 76
ITEM NO. 50 - 12" DIAMETER GATE VALVE TO INSTALL 76
ITEM NO. 51 - ABANDONED UTILITY BOX TO REMOVE 77
ITEM NO. 52 - FIRE HYDRANT TO INSTALL 77
ITEM NO. 53 - TRAFFIC SIGN TO PLACE 78
ITEM NO. 54 - NEW POST TO INSTALL 79
ITEM NO. 55 - SIGN TO REMOVE 79
ITEM NO. 56 - SIGN TO RELOCATE 79
ITEM NO. 57 - OBELISK TO INSTALL 80
ITEM NO. 58 - HIGH PERFORMANCE TAPE PAVEMENT STRIPES TO PLACE 80
ITEM NO. 59 - HIGH PERFORMANCE TAPE PAVEMENT MARKINGS TO PLACE 80
ITEM NO. 60 - RAISED PAVEMENT MARKERS TO PLACE 81
ITEM NO. 61 - 6" CONCRETE MOW BAND 81

ITEM NO. 62 - BICYCLE RACK 82
ITEM NO. 63 - 6' BENCH 82
ITEM NO. 64 - 7' x 7' TREE GRATE 82
ITEM NO. 65 - IRRIGATION CONTROLLER ASSEMBLY 83
ITEM NO. 66 - IRRIGATION MASTER VALVE 84
ITEM NO. 67 - IRRIGATION FLOW SENSOR 85
ITEM NO. 68 - IRRIGATION GATE / ISOLATION VALVE 85
ITEM NO. 69 - IRRIGATION QUICK COUPLING VALVES 86
ITEM NO. 70 - IRRIGATION ELECTRIC CONTROL VALVE 87
ITEM NO. 71 - IRRIGATION TREE WELL IRRIGATION ASSEMBLY 87
ITEM NO. 72 - IRRIGATION BUBBLERS IN PLANTER AREAS 88
ITEM NO. 73 - IRRIGATION/CONTROLLER WIRE SLEEVING 89
ITEM NO. 74 - PLANTING AREA BACKFILL 89
ITEM NO. 75 - TREE WELL BACKFILL 90
ITEM NO. 76 - TREE PLANTING 90
ITEM NO. 77 - SHRUB PLANTING 91
ITEM NO. 78 - SODDED TURF 92
ITEM NO. 79 - BARK MULCH 93
ITEM NO. 80 - DECOMPOSED GRANITE PAVING 93
ITEM NO. 81 - SOIL AMENDMENTS / FERTILIZER 94
ITEM NO. 82 - LANDSCAPE MAINTENANCE (6 MONTHS) 96
ITEM NO. 83 - STREETLIGHT INSTALLATION 97
SECTION NO. 11 - ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS 98
SECTION NO. 12 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS 105
Final Report of Utilization of Disadvantaged Businesses (Exhibit 17-F) 105
Disadvantaged Business Enterprises (DBE) Certification Status (Exhibit 17-O) 105
SECTION NO. 13 - BID PROPOSAL FORMS 106
Bid Proposal Form 106
Bid Proposal Guarantee 106
Drug Free Workplace Policy and Affidavit 106
List of Subcontractors 106
Non-Discrimination in Employee Benefits Ordinance Certification 106
Minimum Qualifications Questionnaire 106
Equal Employment Opportunity Certification 106
Public Contract Code Section 10285.1 Statement 106
Public Contract Code Section 10162 Questionnaire 106
Public Contract Code Section 10232 Statement 106
Non Collusion Affidavit 106
Debarment and Suspension Certification 106
Nonlobbying Certification for Federal-Aid Contracts 106
Disclosure of Lobbying Activities Form and Instructions 106
Local Agency Bidder - DBE Commitment (Exhibit 15-G(1)) 106
DBE Information – Good Faith Efforts (Exhibit 15-H) 106
Local Agency Bidder - DBE Information (Exhibit 15-G(2)) 106
Excerpts from the California Labor Code Relating to Apprentices on Public Works 106
Duns Form 106
Green Contracting Survey 106
Title VI Language 106
SECTION NO. 14 - CONTRACT FORMS 107
Agreement 107
Performance Bond 107
Payment Bond 107
Worker's Compensation Certification 107
Construction & Demolition Debris Recycling Requirements 107
Pay Request Application 107
Schedule of Values 107
Guarantee 107
NTP Sample 107
SECTION NO. 15 - SCHEDULE OF WAGES DATED July 11, 2014 108
SECTION NO. 16 - LABOR COMPLIANCE 109
APPENDIX A 110
REGIONAL TRANSIT TRACK WARRANT 110
APPENDIX B 111
REGIONAL TRANSIT GUIDELINES 111

SPECIAL PROVISIONS
FOR
R STREET IMPROVEMENTS
16TH STREET TO 18TH STREET

FEDERAL PROJECT NO.: CML 5002 (139)

(PN: T15068301)

SECTION NO. 1 - SPECIFICATIONS AND PLANS

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

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

A. Special Provisions

B. Plans

C. City Standard Specifications

D. Other referenced specifications

E. State Standard Plans

Definitions of Terms

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

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

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

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

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

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

State or State of California: The City of Sacramento.

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

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

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

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

Attorney General: City Attorney, City of Sacramento

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

SECTION NO. 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

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

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

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

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

2-1.015 FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

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

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

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

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Under 49 CFR 26.13(b):

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

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

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency specifies a goal of 9%

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

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

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

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

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

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

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

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

b. Good Faith Efforts Submittal

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

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit

certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

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

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor

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

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

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

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

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

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

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

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the

Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

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

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

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

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

SECTION NO. 3 - AWARD AND EXECUTION OF CONTRACT

3.1 GENERAL

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

Bid protests are to be delivered to the following address: City of Sacramento, City Clerk's Office, New City Hall, 915 I St, 5th Floor, Sacramento, CA 95814

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

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

3.2 BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

3.3 BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

3.4 CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsive and responsible bidder.

3.5 CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

3.6 DIFFERING SITE CONDITIONS (23 CFR 635.109)

a. Contractor's Notification

Promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
   - Contract documents

- Job site examination

2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

b. Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

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

The Contractor shall begin work within 15 calendar days of the date on the Notice to Proceed.

The Contractor shall diligently prosecute the work to completion before the expiration of one hundred and eighty (180) CALENDAR DAYS beginning on the date of the Notice to Proceed.

Should said work not be completed to the satisfaction of the City within said time, The Contractor shall pay to the City of Sacramento a sum of Two Thousand dollars ($2,000) as liquidated damages for each calendar day delay in finishing the work and final acceptance of the work by the City.

SECTION NO. 5 - GENERAL

5.1 LABOR NONDISCRIMINATION

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

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

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

5.2 PREVAILING WAGE

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

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

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

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

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

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

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

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

5.3 PUBLIC SAFETY

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

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

A. Excavations. – The near edge of the excavation is 12 feet or less from the edge of the lane, except:

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

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

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

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

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

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

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

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and

adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

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

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

5.4 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.

5.5 QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

The Contractor may examine the records and reports of tests that Agency performs if they are available at the job site.

The Contractor shall schedule his/her work to allow time for QAP.

5.6 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

5.7 SUBCONTRACTOR AND DBE RECORDS

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

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

Maintain records including:

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

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

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

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

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form. Submit it within 90 days of

contract acceptance. The Agency withholds $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

5.8 SUBCONTRACTING

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

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

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

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

5.9 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

5.10 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

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

5.11 PARTNERING

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

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

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

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

5.12 PAYMENTS

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

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

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

5.13 TRAINING

For the Federal training program, the number of trainees or apprentices is _____7____.

SECTION NO. 6 - (BLANK)

SECTION NO. 7 - WORKER'S COMPENSATION AND INSURANCE

7.1 WORKER'S COMPENSATION

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

7.2 COMPREHENSIVE AUTO AND GENERAL LIABILITY INSURANCE

Contractor must provide sufficient broad coverage to include:

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

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

7.3 CERTIFICATE OF INSURANCE

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

7.4 WORKER'S COMPENSATION CERTIFICATE

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

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

7.5 FAILURE TO MAINTAIN INSURANCE

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

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

SECTION NO. 8 - MATERIALS (BLANK)

SECTION NO. 9 - GENERAL REQUIREMENTS

9.1 ORDER OF WORK

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

Prior to beginning work, the Contractor shall provide a sequencing plan for the completion of work. This plan shall minimize disruptions to local businesses and traffic operations. The sequencing plan shall be approved by the City before work can begin.

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

The first order of work shall be to construct the underground utility improvements, including sanitary sewer, storm drain main and laterals, and water. The trench shall be backfilled and restored to City Standard prior to the placement of any flatwork. Contractor to expose and verify location and depth of SMUD underground electrical facilities and PG&E underground gas facilities prior to ordering any material for drop inlets. **FLATWORK AND ROADWAY WORK SHALL NOT BE ALLOWED BEFORE THE COMPLETION OF THE UNDERGROUND UTILITY IMPROVEMENTS AND RESTORATION OF THE UNDERGROUND UTILITY TRENCHES EXCEPT WITH A WRITTEN PERMISSION FROM THE ENGINEER.**

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

9.2 COMPLETION TIME

The time limit for the completion of all items of work is One Hundred Eighty (180) calendar days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. Non-working days will be assigned for the pole acquisition time period. The Contractor shall pay a sum in the amount of TWO THOUSAND DOLLARS ($2000.00) as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of One Hundred Eighty (180) calendar days.

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

9.3 TIME OF AWARD

Section 3-2, "Time of Award," of the Standard Specifications is hereby amended for this project. Time of Award for this contract shall be made within Sixty (60) calendar days after opening of the proposals to the lowest responsible bidder.

9.4 PROVIDING BONDS AND SURETY

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

9.5 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the

contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information regarding this procedure or other similar information, shall be directed to Zuhair Amawi of the Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-7620, FAX (916) 808-7903 or zamawi@cityofsacramento.org.

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

9.6 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.

9.7 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.

9.8 FINAL PAY QUANTITY

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

9.9 EQUIPMENT TO BE SUPPLIED

All equipment, material and supplies called for in the Special Provisions 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.

All equipment, materials, and supplies to be considered as an approved equal must be submitted to the City for approval no less than seven (7) calendar days prior to the bid opening date. If the Engineer finds said equipment, materials, and supplies to be acceptable, an addendum will be issued notifying all bidders no less than two calendar days prior to the bid opening date.

9.10 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have not been made in these Special Provisions, the Contractor shall stop work on that item, contact the Engineer and schedule his operations to work elsewhere on the site if possible. The Contractor will be responsible for handling and removal of hazardous material . Handling and removal of hazardous material will require the Contractor or his subcontractor to possess a California license for hazardous substance removal and remedial actions.

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

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

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

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

    c. City of Sacramento Building Code and the current edition of the Uniform Building Code.

2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.

3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. NO

payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

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

9.11 COORDINATION

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

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

   - City Traffic Signal and Street Lighting Maintenance Shop
     Contractor shall notify Norm Colby, via the Resident Engineer, a minimum of five (5) working days before any electrical work begins at 808-6635.

   - City Fire Alarm
     Contractor shall notify Doug Crawford, at 798-0673 or 277-6133, a minimum of five (5) working days prior to beginning work at each location.

   - Underground Service Alert
     Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.

   1. Sacramento Municipal Utility District (SMUD)
      Contractor shall contact Darren Hanson, SMUD, at (916) 732-5521 at least 2 months before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured.

      Contractor shall Contact Thomas F. Lyons, Asset Management - Downtown Network/UG Transmission Distribution System at (916)732-6870 seven (7) working days prior to any excavation. This coordination is to facilitate the protection of the 115 KV Transmission line located along the north side of R Street.

   2. Pacific Bell
      Contractor shall contact Astrid Willard at (916) 453-6136 forty-eight hours (48) before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by Pacific Bell, or before any overhead line heights need to be measured.

   3. Pacific Gas and Electric (PG&E)

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

4. Regional Transit (RT)
   At least three (3) working days prior to working on 16th Street, the Contractor shall contact the Regional Transit (RT) Dispatcher at (916) 321-2897 and notify RT that traffic restrictions will be in effect and that bus stops may be temporarily out of service.

   Prior to any work commencing within 10' of the existing light rail tracks crossing 17th Street, or any work within Regional Transit right-of-way, the contractor shall coordinate with RT to acquire On Track Safety Training for all personnel to be performing work near tracks. The contractor shall coordinate with Rob Hoslett at (916) 321-3869 to arrange training for contractor and sub-contractor forces.

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

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

9.12 REGIONAL TRANSIT ON TRACK SAFETY TRAINING

RT's On Track Safety program is designed to provide training to workers around RT's light rail tracks. This training will provide information on safety precautions needed while working on or near light rail tracks and the High Voltage Catenary system. The program also covers the use of Track Warrants and High Voltage Red Tag procedures. This training is required by RT to be held prior to the start of each project for all workers working on or near RT's light rail tracks. Training records and sign up sheets will be kept for 3 years by R T. Contractor is solely responsible for ensuring all workers receive this training prior to performing the work and for scheduling the training with RT's Safety Department for all employees. The scheduling of the training and the time to complete it will not change the number of calendar days required to complete the Work. Contractor must take special precautions necessary to provide safe working conditions for all personnel working in proximity of RT's light rail operations.

All work required for coordination with Sacramento Regional Transit in order to perform the proposed work, including any and all training requirements, shall be considered as included in the prices of related items of work and no separate payment will be made.

9.13 REGIONAL TRANSIT TRACK WARRANT REQUIREMENTS

1. Applicant must obtain and follow all procedures of the Track Warrant.
2. Applicant must ensure construction equipment and personnel only cross RT tracks at public grade crossings, unless RT is providing Lookout Protection in the area of the crossing.

3. Applicant must ensure all Project personnel involved with the work attend RT's "On Track Safety" (OTS) training program prior to arriving at the job site. Please contact RT Safety at OTSTraining@sacrt.com to schedule the training. The training is approximately 2 hours long and usually takes 1-2 weeks to schedule.
4. Applicant must take preconstruction photographs of the work location.

For Construction within RT's ROW:

5. Applicant must submit a deposit of $5,000 t o RT's for review and inspection costs affiliated with the Project. RT will deduct actual costs from the deposit. RT will return any remaining funds, upon r equest, after completion of the Project. If the available remaining deposit drops below $500, R T will notify the Applicant of the need for additional deposit.
6. Applicant must have the easement staked by a Professional Surveyor prior to construction.
7. Applicant must contact Bob Johnson at bjohnson@sacrt.com with RT Construction Management to arrange for RT inspection of all work within the RT Right-of-Way.
8. Applicant must keep the track ballast free of dirt, fines, and other materials.
9. Applicant must, at the Applicant's cost, restore or repair or cause to be restored or repaired, back to the original condition and with materials and procedures consistent with RT's Design Criteria and general specifications, any differential settlement or damage that occurs to any RT facility because of the Applicant's action(s) or inaction(s).
10. Applicant must provide AutoCAD files of Record Drawings of the completed Work to James Watson at jwatson@sacrt.com with RT Engineering within 60 days of Project completion.
11. Applicant must adhere to all governing regulations and codes enforceable on the Project and must indemnify RT against any claim resulting from Applicant's Work.

For Borings:

12. If boring under the RT tracks, Applicant must adhere to the following additional requirements:
    a) Applicant must survey the center of each rail 20' to each side of the installed conduit(s) or pipe(s) and submit to RT the information prior to any boring operations under or near RT tracks.
    b) Applicant must ensure the top of the casing or Bore is a minimum of 6' below top of rail and a minimum of 2' below the bottom of any adjacent ditch.
    c) Applicant must submit the proposed conduit and/or casing to RT Engineering at least 30 calendar days prior to construction.
    d) Applicant must have the Bore setup inspected by RT prior to beginning the bore. Applicant must contact Bob Johnson at bjohnson@sacrt.com with RT Construction Management at least 1 w eek prior to boring to schedule the inspection.
    e) Applicant must include a Bore Log with the Record Drawings showing bore depths at a minimum of every 12 feet.
    f) Applicant must provide the Certificate of Compliance of the installed conduit and/or casing to James Watson at jwatson@sacrt.com with RT Engineering within 30 days of the Bore completion.

For Construction at Rail Crossings:

13. Applicant must provide a work plan to James Watson with RT Engineering at jwatson@sacrt.com for any work altering or closing lanes crossing light rail tracks.
14. Applicant must provide a work plan to Sangita Arya with RT Engineering at sarya@sacrt.com for any work affecting any traffic control cabinet controlling any intersection within 150' of a rail crossing.
15. Applicant must maintain all existing light rail crossing signs so long as traffic lanes interfacing with the light rail tracks are open.
16. Applicant must ensure all light rail crossing signs are in place before lanes of traffic crossing tracks are open for service.
17. Applicant must ensure all new signs conform to current MUTCD(CA) standards.

Lookout protection required when any person or equipment is expected to be within 10' of tracks:

18. Applicant must ensure construction equipment and personnel remain outside of 10' to the nearest rail unless Lookout Protection is provided by RT.
19. Applicant may schedule Lookout Protection by s ending an email request to lookoutrequest@sacrt.com. The Email request must contain the requestor's company name, when, where, and how long the Lookout Protection will be needed. Lookout Protection availability is limited. Generally, one weeks notice is sufficient, but applicant should submit their request at their earliest opportunity.
20. To cancel scheduled Lookout Protection, Applicant must send an email to lookoutrequest@sacrt.com no l ater than 4 P M the day before or 12 hour s prior to the scheduled time, which ever is sooner. In the event scheduled Lookout Protection is not canceled as described in this section, Applicant must pay for two hours of Lookout Protection.
21. Applicant must ensure any directions regarding track safety given by t he Lookout Protection are followed IMMEDIATELY.

Full compensation for conforming to these requirements will be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

9.14 PROJECT SCHEDULING

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

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

9.15 PROTECTION OF EXISTING IMPROVEMENTS

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

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

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

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

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

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

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

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

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

9.16 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE AND SPECIAL CONSTRUCTION CONSIDERATIONS

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

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

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

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

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 8:30 AM and 4:00 PM Monday through Friday, unless otherwise approved by the Engineer.

2. Weekend work between 16th Street and 18th Street from 7:00 AM to 6:00 PM may be approved by the Engineer.

3. 16th Street shall be constructed with Rapid Strength Portland Cement Concrete as shown on the plans and as specified in these Special Provisions.

4. Work on 16th Street shall be on weekends only from 7:00 PM Friday to 6:00 AM Monday. This weekend work shall include underground utility improvements.

5. During weekend work on 16th Street One travel lane shall be open to traffic at all times.

Flatwork and roadway work on 16th Street shall be performed in two phases in two different weekend periods. Each phase will cover constructing only have of the roadway at one time.

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

7. If necessary, R Street may be closed east of 16th Street and west of 18th Street to complete the proposed improvements. Vehicular access and commercial loading operations at the Safeway Shopping Center must be maintained at all times.

8. With the approval of the Engineer, 17th Street from the alley between R and S Street up to the light rail tracks north of R Street may be closed to vehicular traffic to complete the proposed improvements. 17th Street may be used as construction staging area at the contractor's discretion. **Potentially contaminated soil must be stockpiled on 17th Street between R Street and the Light Rail tracks.**

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. The Safeway driveway at the corner of R Street and 18th Street shall be constructed with Rapid Strength Concrete as shown on the plans and as specified in these Special Provisions during a one time construction period that shall be performed between the hours of 8:00 AM on a Tuesday to 6:00 AM Wednesday, the exact date of such Tuesday and such immediately following Wednesday shall be approved by the property management company and the Safeway store manager (referred to herein as Grantor) within ten (10) days from City's request to commence the Construction Period, and Grantor's permission shall not be unreasonably withheld provided that the Construction Period shall not be between October 15, 2014 and January 15, 2015 or any major holiday, or any week following or preceding any major holiday. Upon the expiration of the Construction Period, The Grantor shall take all measures to ensure the vehicular (including delivery vehicles) and pedestrian ingress and egress shall be unimpeded and uninterrupted. The The Contractor shall recognize that there is a residential component

to the Shopping Center, and residential tenants occupy a portion of the Shopping Center. With the foregoing in mind, the Contractor shall undertake all jackhammering and similarly noisy construction and demolition activities only between the hours of 8:00 AM and 9:00 PM during the Construction Period.

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

9.17 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

The Contractor may use concrete slip form machines to construct concrete curbs, gutters and sidewalks. The Contractor must maintain proposed lines and grades as shown on the plans. For curbs constructed on existing pavements, the contractor must construct the curb to eliminate any uneven lines and top of curb grade elevations. If in the sole discretion of the Engineer, these lines and grades are not maintained, the Contractor shall remove and replace the concrete at his/her costs.

9.18 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING

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

9.19 PUBLIC NOTIFICATION

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

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

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

9.20 REMOVAL OF ON-STREET PARKING

In Metered Parking Areas:

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

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

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

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

Where parking removal is necessary, at metered parking stalls, the Contractor shall coordinate with the City Parking Division ten (10) days in advance and shall be responsible for the payment of parking removal fees (City Code Section 25.122-1). It is recommended that the Contractor consult with the City Parking Division (phone 916-808-5874) prior to submission of his bid to obtain an estimate of the fees for this project. Note: Typical fees are $29 to bag the first meter and $5 each additional meter. Daily meter fees are typically $2.25 each day Monday through Saturday.

In Non-Metered Parking Areas:

Seventy-two (72) hours prior to construction (except Monday work, barricades shall be placed on the prior Thursday), the Contractor shall place signed Type II barricades stating "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block", at 50 to 60 foot intervals in the work area. The Contractor shall notify the City Parking Division (916-808-5874) prior to placing barricades. No fee is required in Non-metered zones. "NO PARKING" signs shall be approved by the Engineer prior to their use. "NO PARKING" signs and barricades shall be supplied by the Contractor. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place.

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

Failure to comply with this section will prevent the City from towing vehicles parked within the proposed work area until the provisions of this section have been met and will require

rescheduling of planned work. Additionally, "NO PARKING" signs and barricades shall not be removed prior to removal/towing of vehicles in violation of posted "NO PARKING" signs.

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

9.21 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

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

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

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

All substitutions are subject to the approval of the Engineer.

9.22 PROOF OF COMPLIANCE WITH CONTRACT

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

9.23 BACKFILLING OF VOIDS

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

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

9.24 PAVEMENT CUTTING AND RESTORATION

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

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

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

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

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

9.25 PROTECTION OF TREES

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

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

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

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

The Contractor shall be responsible for damages to trees. Trees damaged by the Contractor during construction activities shall be assessed by the City Arborist using the International

Society of Arborists (ISA) appraisal guide or UFS standard diameter and area indexing. The Contractor's responsibility for damaged trees will be determined by the Arborist.

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

9.26 TREE TRIMMING

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

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

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

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

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

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

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

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

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

annoyance to others. It shall be the responsibility of the Contractor to work out any cooperative work schedules as necessary.

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

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

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

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

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

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

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

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

Full compensation for conforming to these requirements will be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

9.27 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED

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

9.28 HEALTH AND SAFETY

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

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

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

The project involves excavating trenches for utility relocations. Groundwater in the area of the site has been impacted by volatile organic compounds. Prior to implementation of the project, the Contractor should conduct a vapor intrusion assessment to ensure workers will be protected from exposures to the contaminants volatilizing from soil and groundwater. A soil gas investigation may be needed in the area of the trench. Workers implementing the proposed project must comply with Federal (29 CFR 1910.120) and State (Title 8 CCR Section 5192) Regulations. The cost to comply with these regulations, including but not limited to a vapor intrusion assessment and soil gas investigation, shall be included in the various items of work the Contractor deems appropriate and no separate or additional compensation shall be made.

9.29 PERMITS AND STAGING AREA

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

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

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

The cost of necessary permits and all restoration, including but not limited to landscaping improvements and a Regional Transit Encroachment Permit and Track Warrant, shall be included in the various items of work the Contractor deems appropriate, and no s eparate or additional compensation shall be made

9.30 EROSION AND SEDIMENT CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications. 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 shall be included in Item Number 3, "Erosion, Sediment and Pollution Control Plan" and no additional compensation shall be made.

9.31 HISTORICAL RESTRICTIONS

Orchard Supply and the Crystal Ice buildings on R Street between 16th and 18th Street require special protection measures during construction. Foam, with dimensions of two (2) feet wide and six (6) feet high, shall be placed against the buildings whenever construction is within ten (10) feet of the building's face or loading docks. Handheld jackhammers for removal and hand excavation is required for construction activities within three (3) feet of these buildings. Work with heavy equipment shall not be permitted within three (3) feet of these buildings.

The cost of these protective measures shall be included in the various items of work and no separate or additional compensation will be made.

SECTION NO. 10 - ITEMS OF THE BID PROPOSAL

ITEM NO. 1 - PRECONSTRUCTION PHOTOGRAPHS

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

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

ITEM NO. 2 - MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the State Standard Specifications.

Payment shall be at the "lump sum" price bid and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved with mobilization as specified in these Special Provisions, State Standard Specifications and as directed by the Engineer.

ITEM NO. 3 - EROSION, SEDIMENT AND POLLUTION CONTROL PLAN

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC plan) to the Engineer for review. The ESC plan shall conform to Section 16 of the Standard Specifications and these Special Provisions. The submittal shall include a description of all erosion, sediment and pollution control BMP's proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC plan shall be submitted a minimum of 48 hours prior to start of the work. **Contractor shall not begin work until an acceptable ESC Plan is on file with the Engineer.** The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Engineer.

This item shall include all BMP's necessary for implementing the ESC Plan and no additional compensation for BMP's will be allowed.

Payment shall be the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in preparing and implementing an Erosion, Sediment and Pollution Control Plan, 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.

Sprinkler/irrigation system pipes and heads which interfere with proposed improvements shall be relocated to the right-of-way line as part of this item. The property owner shall be notified in writing of the relocation two (2) working days prior to its initiation. The existing sprinkler/irrigation system relocation shall be completed within three (3) working days of the initiation of work. Salvaged irrigation material shall be returned to the property owner along with other privately owned facilities shown on the Plans to be removed. The removal of bollards shall be included in this item. All other excess material shall become the property of the Contractor and be disposed of away from the project site.

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

ITEM NO. 5 - ROADWAY EXCAVATION AND GRADING

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

Excavation shall include sawcutting and removal of all asphalt concrete (AC), aggregate base (AB), Portland Cement Concrete (PCC), native material and soil to allow construction of improvements to the lines and grades shown on the Plans. This item shall include grading behind the proposed sidewalk necessary to match the existing grades and improvements, including the removal of existing truncated domes that conflict with this grading. This item shall not include removal of the existing railroad track or ties which will be paid for under a separate line item due to special disposal requirements.

This work shall include excavation and grading necessary to construct the proposed street section, ditch grading and ditches, median, curb, gutter, sidewalk, driveways, walkways and shall include finish grading to match the back of sidewalk to surrounding grade using a maximum 4:1 slope per the construction plans. This work shall include shaping and trimming of slopes, and the placement and compaction of excavated earth material to the lines and grades shown on the Plans.

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

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

Native material within the project limits was tested for contamination and there is potential for Class 1 and Class 2 contaminated soil on site. A special class license is required to perform excavation, handling, removal and disposal of this soil. The Contractor shall possess the necessary special class license or a combination of classes required by the categories and classes of work included in this item. The City has a copy of the Initial Site Assessment report for the

Contractor to review while preparing their bid. It is the Contractor's responsibility to review these documents and be familiar with the requirements for excavating the native material, reporting and disposal requirements prior to preparing a bid for this project.

The Contractor shall excavate the native material and aggregate base and stockpile the material near the project site for sampling. 17th Street from the alley between R Street and S Street to R Street may be closed during construction and can be used as one possible location for stockpiling the material. The Contractor shall sample the material to determine if the material shall be transported and disposed of at either a Class I or Class II disposal site, or the material is not contaminated and shall be removed off-site per Section 14 of the Standard Specifications. The cost of soil testing is the sole responsibility of the contractor.

Health and Safety

The Contractor shall prepare a project specific Health and Safety Plan (HASP) in accordance with regulations and guidelines contained in Title 8, sections 5155, 5192 and 5194 of the California Code of Regulations, and Title 29, sections 1910.120 and 1926 of the Code of Federal Regulations.

The Contractor shall also prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling material containing lead.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1. Before submission to the City, the Lead Compliance Plan shall be approved by a Certified Industrial Hygienist. The plan shall be submitted to the City for review and acceptance prior to beginning work in areas containing lead.

Excavation, Stockpiling, and Transportation

The Contractor shall prepare a written, project-specific Excavation and Transportation Plan establishing the procedures the Contractor will use to comply with requirements for excavating, stockpiling, transporting, and placing (or disposing) of soil/debris material. The plan shall conform to the regulations of the DTSC and Cal-OSHA. The sampling and analysis portions of the Excavation and Transportation Plan shall be in general conformance with USEPA, SW 846, "Test Methods for Evaluating Solid Waste". The plan shall contain, but not be limited to the following elements:

- Excavation schedule
- Temporary locations of stockpiled material
- Sampling and analysis plans for stockpiles:
- Location and number of samples
- Analytical laboratory
- Dust control measures
- Air monitoring
- Transportation equipment and routes
- Method for preventing spills and tracking material onto public roads
- Truck waiting and staging areas

- Site for disposal of waste
- Spill Contingency Plan for material containing contaminants of concern

Excavation, transportation, and handling of soil/debris containing contaminants of concern shall result in no visible dust migration. The Contractor shall have a water truck or tank on the job site at all times while performing earthwork operations.

Soil/debris stockpiles shall not be placed where affected by surface run-on or run-off. Stockpiles shall be covered with plastic sheeting, 13 mils minimum thickness. Stockpiles shall not be placed in environmentally sensitive areas. Stockpiled material shall not enter storm drains, inlets, or waters of the State. The Contractor shall maintain the stockpile covers so the entire pile is covered at all times except during soil placement, sampling, and soil removal. Covers shall remain in place until all soil is removed from the site.

For Non-Hazardous waste, haulers should be provided with non-hazardous manifests for each truckload transported to a landfill. In addition to the manifest, the hauler should have a description of the waste (soil), where it came from, the expected concentrations, etc.

Any material regulated by the State of California as Hazardous Waste shall be transported to and disposed of at a Class I or Class II Disposal Site (depending on the level of contamination). Transportation and Disposal of Class I contaminated materials is paid for under line item number 7, "Class I Contaminated Soil to Transport and Dispose" and no additional compensation will be allowed. Transportation and Disposal of Class II contaminated materials is paid for under line item number 8, " Class II Contaminated Soil to Transport and Dispose" and no additional compensation will be allowed. Material excavated from these areas shall be transported by a Hazardous Waste transporter registered with the DTSC using the required procedures for creating a manifest for the material. For material designated as Hazardous Waste requirements for transportation and disposal are specific according to California and Federal laws. Vehicles used to transport Hazardous Material shall conform to the current certifications of compliance of the DTSC.

Prior to traveling on public roads, loose and extraneous material shall be removed from surfaces outside the cargo areas of the transporting vehicles and the cargo shall be covered with tarpaulins or other cover, as outlined in the approved Excavation and Transportation Plan. The Contractor shall be responsible for costs due to spillage of soil/debris during transport.

Soil Disposal

Soil scheduled for disposal shall be analyzed for the contaminants of concern by the Contractor prior to removing the material from the project limits. The Contractor shall submit a sampling and analysis plan and the name of the analytical laboratory to the City's Project Manager prior to beginning sampling or analysis. The Contractor shall use a laboratory certified by the California Department of Health Services. Sampling shall meet the minimum requirements of the accepting disposal facility.

The disposal facility shall be operating under a permit issued by the appropriate California Environmental Protection Agency board or department.

If disposal of Hazardous Waste is required, the City will obtain an Environmental Protection Agency (EPA) Generator Identification Number and State of California Board of Equalization Identification Number. The City will sign all Hazardous Waste manifests.

IF THE SOIL DOES NOT NEED TO BE TRANSPORTED AND DISPOSED OF AT A CLASS I OR CLASS II LANDFILL, IT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE PAID FOR AT THE UNIT PRICE FOR ROADWAY EXCAVATION AND GRADING. NO ADDITIONAL COMPENSATION FOR STOCKPILING, TRANSPORTING, AND DISPOSAL WILL BE PROVIDED.

Coordination of the testing and hauling of excavated material is the responsibility of the Contractor. No delay claims will be allowed for project delays due to the lack of storage space within the staging area.

Existing Facilities

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

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

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

ITEM NO. 6 - POTHOLING BY EXCAVATION

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

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

In the event lowering, raising or realignment of the proposed improvements are necessary because of conflicts, and the realignment materially changes the character of the planned work,

increases or decreases in the unit cost of the work shall be established per the provisions of Sections 4 and 8 of the Standard Specifications.

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

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

The quantity of potholing contained in the bid proposal has been specified for the purpose of establishing a reasonable unit price for this item. The Engineer reserves the right to decrease the specified quantity in its entirety or increase it as necessary for the proper completion of the work. Notwithstanding the provisions of Section 4 of the Standard Specifications, no adjustment to the unit price will be made, nor will any monies be due to the Contractor for any change in the quantity specified in the bid proposal.

Potholing shall be performed such that the trench width does not exceed 2.5'. Excavation exceeding 2.5 feet in width shall be the Contractor's responsibility. Unless otherwise approved by the Engineer, the maximum trench length shall be 6'.

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

ITEM NO. 7 - CLASS I CONTAMINATED SOIL TO TRANSPORT AND DISPOSE

This item shall consist of transporting and disposal of Class I contaminated soil as identified in Item Number 5, Roadway Excavation and Grading. Removal of the soil shall be consistent with the Excavation and Transportation Plan established by the Contractor and approved by the Engineer.

The quantity shown in the Bid Proposal for this item shall be considered approximate. No guarantee is made or implied that the quantity will not be reduced, increased or deleted as may be required by the Engineer. If no Class I contaminated soil is encountered, then the quantity shown for this item will be deleted.

Payment shall be at the unit price bid per ton based on the collected tickets from the landfill facility and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in transporting and disposal Class I contaminated material as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 8 - CLASS II CONTAMINATED SOIL TO TRANSPORT AND DISPOSE

This item shall consist of transporting and disposal of Class II contaminated soil as identified by in Item Number 5, Roadway Excavation and Grading. Removal of the soil shall be consistent with the Excavation and Transportation Plan established by the Contractor and approved by the Engineer.

The quantity shown in the Bid Proposal for this item shall be considered approximate. No guarantee is made or implied that the quantity will not be reduced, increased or deleted as may be required by the Engineer. If no Class II contaminated soil is encountered, then the quantity shown for this item will be deleted.

Payment shall be at the unit price bid per ton based on the collected tickets from the landfill facility and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in transporting and disposal of Class II Contaminated material as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 9 - RAIL TO REMOVE

This item shall include the removal of all existing railroad track as shown on the plans and shall conform to Section 14 of the Standard Specifications and these Special Provisions. Existing rail segments are to become the property of the Contractor and disposed of or recycled in a manner approved by the Engineer.

Prior to removal, the Contractor shall carefully remove the existing asphalt pavement and base and expose the tracks for inspection by the Engineer. The rail is to be surveyed every fifty feet (50') on tangent sections and every twenty-five feet (25') on spiral sections and recorded for preservation purposes. Existing points, frogs, guard rail and curved rail on R Street are to be preserved and re-set in the final design, with the exact limits of preservation to be determined in the field by the Engineer. Existing rail segments, spikes, plates, rods and other items that were used to attach the rails to the ties shall become the property of the Contractor and shall be removed from the project with no additional compensation.

Existing points, frogs, guard rail and curved rail sections identified by the Engineer to be preserved are to be carefully removed in such a manner that the components and rail do not bend, warp or twist and are to be securely stored onsite. The components and rail are to be cleaned of all foreign material, including but not limited to asphalt concrete, as approved by the Engineer.

This item shall include the removal and storage of existing rail components and rail until they are replaced in the roadway. Payment for resetting the points, frogs, guard rail and curved rail shall be paid for under Item Number 12, "Adjust Track to Grade", with no additional compensation allowed therefore.

Payment for Remove Rail shall be at the unit price bid per linear foot of rail and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work as specified in these Special Provisions, as directed by the Engineer, and as shown on the plans.

ITEM NO. 10 - FURNISH REPLACEMENT RAIL

This item shall consist of furnishing all replacement rail for the project to replace rail that is deemed unusable as described below. This line item shall include all costs associated with purchasing and transporting replacement railroad tracks.

Existing rail segments removed from the project must be replaced in kind with comparable rail as deemed necessary by the Engineer. The existing rail may be reused if, when tested with a string drawn along each axis of the rail, it is straight and true in profile and elevation with deviations not exceeding one-half inch (1/2") per thirty-three foot (33') segment and is in a satisfactory condition to be mounted to the leveling plates as shown on the plans and as approved by the Engineer. Existing rail segments with deviations exceeding one-half inch (½") on the horizontal or vertical axis shall not be used and shall become the property of the Contractor without compensation.

Replacement rail may be purchased new or used, but the same rail profile must be used for the entire project from the same vendor. If used rail is purchased, it must be straight and true in profile and elevation with deviations not exceeding one-half inch (1/2") per thirty-three foot (33') segment. Used rail is to be tested with a string drawn along the top of rail. Rail segments with deviations exceeding on-half inch (½") on the horizontal or vertical axis shall not be used and shall become the property of the Contractor without compensation.

The quantity shown in the bid proposal assumes all tangent track within the project limits needs to be replaced with new or used rail based on past experience with the first phase of construction. No guarantee is made or implied that the quantity will not be reduced, increased or deleted as may be required by the Engineer and the condition of the existing rail.

Existing points, frogs, guard rail and curved rail sections shall be re-used with the project to preserve the existing alignment and aesthetic of the railroad tracks. After inspection of points, frogs, guard rail and curved rail, the Engineer may elect to have the Contractor substitute portions of the railroad switches with new or used components. Replacement parts will be paid for under this line item as approved by the Engineer. **The Contractor is not permitted to simulate railroad switches by cutting, grinding, or otherwise modifying straight segments of rail.**

Payment for furnish rail shall be at the unit price per each 33' segment and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work as specified in these Special Provisions, as directed by the Engineer, and as shown on the plans.

ITEM NO. 11 - RAILROAD TIES TO REMOVE AND DISPOSE

This item shall consist of removal and disposal of railroad ties where shown on the plans. Railroad ties are defined as treated wood waste (TWW) and consequently are subject to appropriate disposal and recycling requirements. Their disposition is restricted and must be properly managed by the Contractor. The Contractor shall include provisions for disposal of railroad ties in the Excavation and Transportation Plan.

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

Payment shall be at the unit price bid per each based on the collected tickets from the landfill facility and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in removing and disposal of railroad ties as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 12 - ADJUST TRACK TO GRADE

The existing railroad tracks that run along R Street shall be replaced or reset and adjusted to grade as shown in the plans, in conformance with these Special Provisions and as directed by the Engineer. Existing rail switches are to be preserved by the Contractor and replaced or re-used with the final project at the discretion of the Engineer.

Rail Preparation

The Contractor shall attach industrial grade steel studs to the rail as shown on the plans. Preparing the rail surface and welding shall conform to Section 55, "Steel Structures" of the State Standard Specifications.

Portland Cement Concrete (PCC) Pad

The contractor shall prepare the base material and PCC pad per Section 14, "Earthwork, Excavation, Embankment and Sub-grade", of the Standard Specifications. The PCC pad shall conform to Section 20, "Concrete in Structures", of the Standard Specifications. The Contractor shall construct the PCC track pad to support the leveling plates and rails.

Attaching the Rails to the Pad

Once the PCC pad is inspected and approved by the Engineer, the Contractor shall anchor the rail to the pad by means of the leveling plates. The alignment of the rails and spacing between the rails shall be as shown on the plans and as approved by the Engineer. Once anchored, the Contractor shall survey the top of rail to prove to the Engineer the top of rail elevation is consistent with the elevations shown on the plans. The Contractor shall weld the ends of the rails together. At locations where the concrete pad changes longitudinal grade at a point (grade break), the Contractor shall cut the rail at the grade break and weld the rails together again at that location. The Contractor shall grind all welds so the surface of the welds is consistent in appearance to the adjacent rail surface. The welds shall conform to Section 55, "Steel Structures" of the State Standard Specifications.

Concrete shall be poured around the rails as specified in various other items of work. At the conclusion of concrete pouring, the top of the rails are to be cleaned of concrete, mortar, or any other foreign materials to the satisfaction of the Engineer.

Full compensation for excavating the native material, excavating the ballast, and excavating the base material, removal of the existing railroad ties, shall be considered included in other items of work and are not included in Adjust Track to Grade.

Payment for Adjust Track to Grade shall be at the unit price bid per linear foot of track (track includes two rails) and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work as specified in these Special Provisions, as directed by the Engineer, and as shown on the plans.

ITEM NO. 13 - COBBLESTONES TO INSTALL

The existing cobblestones shall be removed, cleaned and reinstalled in conformance with these Special Provisions and as directed by the Engineer.

Excavation

The Contractor shall carefully remove the existing asphalt pavement and base around the existing track, to expose the track for inspection by the Engineer. The track is surrounded on each side with cobble stones near the cross streets. The Contractor shall refer to the Phase 1 improvements on R Street between 10th and 13th Street to see an example of assumed existing conditions. During excavation, the Contractor shall document the location of the existing cobbles, within one (1) foot, so the Contractor can replace them within the roadway slab at their original location.

Additional Cobblestones

After inspection of the cobblestones, the Engineer may elect to have the contractor substitute a portion of the existing cobblestones or add cobblestones to remove gaps that currently exist. If additional cobblestones are needed, the contractor shall assist the Engineer in locating and procuring additional cobblestones. Picking-up the cobblestones and bringing them to the project site will be paid for at the unit price for this item. Cleaning, preparing, and installing the cobblestones will be paid for at the unit price for this item based on actual measurement and no additional compensation will be allowed thereof.

Cleaning

The Contractor shall clean the cobblestones of all foreign materials as approved by the Engineer.

Cobblestone Installation

The Contractor shall block-out sections of the concrete pavement along the rail to fill with grout and cobblestones as shown on the plans. The location of the cobblestones shall be as shown on the plans and as approved by the Engineer. The cobblestones shall be clean of foreign material and placed so that the cleanest, flattest surface is flush with the proposed road surface. The grout shall **MATCH THE COLOR OF THE ROADWAY PAVEMENT** and shall be composed of one part Portland cement and 2 parts sand by volume. Sand shall be well graded and of such size that all will pass a No. 8 sieve. The material shall be mixed to a consistency suitable for the purpose intended. Mortar shall be used within 30 minutes after the mixing and water has been added. Admixtures of hydrated lime, fire clay, diatomaceous, earth or other approved inert material may be used in the mortar to facilitate workability if the Contractor elects. The amount of admixture to be added shall be the quantity permitted by the engineer.

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

Measurement shall be per foot of cobblestone in place along the rail. If cobblestones are installed along one side of one railing only, the measurement would be one foot per foot of rail. If cobblestones are installed on both sides of the rail, the measurement would be two foot per foot of rail. If cobblestones are installed on both sides of both rails, the measurement would be four foot per foot of track.

Payment for Cobblestones to Install shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work as specified in these Special Provisions, as directed by the Engineer, and as shown on the plans.

ITEM NO. 14 - PORTLAND CEMENT CONCRETE ROADWAY TO CONSTRUCT

ITEM NO. 15 - PORTLAND CEMENT CONCRETE RAISED WALKWAY TO CONSTRUCT

Portland cement concrete (PCC) roadway (roadway), including 4" tall curb, and the Raised Walkway (walkway) shall be constructed as shown on the Plans and conform to Section 19, "Portland Cement Concrete Pavement, Joints and Curing", of the Standard Specifications and Section 40 "Portland Cement Concrete Pavement", of the State Standard Specifications. The roadway shall have a medium broom finish and the walkway shall have a light sandblasted finish as shown on the plans. **The color of the concrete for the roadway and the walkway shall be made to match Scofield custom sample FG12**.

The Sidewalk, Curb Ramps, and Curb and Gutters, and Driveways as specified in other sections of these Special Provisions, shall also match **Scofield custom sample FG12** and light sandblasted finish to match the walkway.

Bond Breaker

Bond breaker shall be one of the following. When polyethylene film is used, material shall be placed in a wrinkle free manner. Adjacent sheets shall be overlapped a minimum of 150 mm (6 inches). When curing compound is used, the curing compound shall be applied in two separate applications. Each application shall be applied evenly over the entire base surface area.

A. Curing paper conforming to the requirements in ASTM Designation: C 171, white.
B. Polyethylene film conforming to the requirements in ASTM Designation: C 171, except that the minimum thickness shall be 0.15 mm (0.006 inch), white opaque.

C. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, type 2, Class A, containing a minimum of 22 percent nonvolatile vehicles consisting of at 50 percent paraffin wax.

No curing paper or pigmented curing compound shall be used on colored surfaces.

Module of Rupture

The roadway shall develop a minimum module of rupture as specified in the following section with payment adjustment for low modulus of rupture before opening to public or Contractor traffic. In addition, the roadway shall develop a minimum module of rupture of 4.2 MPa (600 psi) in 7 days after placement. Mo dulus of rupture shall be determined by averaging results from 3 beam specimens tested in conformance with the requirements in California Test 525. Concrete pavement panels that develop one or more transverse cracks running from one longitudinal edge of the panel to the other within 21 days after placement shall be removed and replaced at the Contractor's expense.

Payment of Portland Cement Concrete pavement will be adjusted for low modules of rupture tests as follows:

A. Concrete pavement with modules of rupture of 2.8 MPa (400 psi) or greater before the lane is opened to the traffic and a 7-day modules of rupture of 4.2 MPa (600 psi) or greater will be paid for at the concrete price per cubic yard.
B. Concrete pavement with a 7-day module of rupture of less than 3.4 MPa (490 psi) will not be paid for, and shall be removed and replaced, at the Contractor's expense.
C. Concrete pavement with modules of rupture of 2.1 MPa (300 psi) or greater before the lane is opened to the traffic and a 7-day modules of rupture of equal to or greater than 3.4 MPa (490 psi) will be paid for at a 90 percentage of the concrete price per cubic yard.
D. Concrete pavement with modules of rupture of less than 2.1 MPa (300 psi) when the lane is opened to the traffic will be rejected and shall be removed and replaced at the Contractor's expense.

Submittals

The following submittals are required prior to constructing the trial concrete slabs and mockups, as defined in the "Quality Control" Article:

- Five (5) pounds of locally available sand in tan color and five (5) pounds of locally available aggregate that is tan in color.
- The manufacturer's complete technical data sheets for the proposed colored admixture and curing compound
- The design mix for the integral colored concrete
- The manufacturer's color charts showing full range of colors available.
- List of completed project and experience of installer
- Design mixes to meet requirements of both structural concrete and special concrete mixes.

- 2" thick concrete samples with one surface representative of each required color and finish.

Quality Control

The installer must have a minimum of five years successful experience in special architectural cast-in-place concrete formed high quality finishes.

Prior to the Engineer's approval of the construction of the roadway or walkway, the Contractor shall construct two trial color concrete slabs a minimum of 100 square feet in dimension under conditions similar to the pavement that will be constructed (one sample will be light sandblasted with score marks and one sample will be medium broom finished). Up to three additional mockups per sample may be required until the workmanship is accepted by the Landscape Architect and Engineer. These mockups will remain on site until at least 25% of each finish has been completed as part of the final project installation.

For accurate color, the quantity of concrete mixed to produce the sample should not be less than 3 cubic yards (or not less than 1/3 the capacity of the mixing drum on the ready-mix truck) and should always be in full cubic yard increments. Excess material shall be discarded according to local regulations. These mockups are to be constructed using processes and techniques intended for use on permanent work, including curing procedures. The sample panels shall include samples of control, construction, and expansion joints and shall be produced by the individual workers who will perform the work for the Project. Samples of cements, sands, aggregates and color additives used in the mockup shall be retained for comparison with materials used in remaining work. Accepted sample panels shall provide a visual standard for work in the Project.

In addition to these mockups, the Contractor shall construct two trial color concrete slabs a minimum of two feet square in dimension. These trial concrete slab samples shall be placed at the City Corp yard located at 918 Del Paso Road, Sacramento, CA 95838. The Contractor shall coordinate with Bob Cooper at (916) 808-1873 for advance arrangement of the placement of the trial concrete slabs.

Project Conditions

Placement of concrete shall be scheduled to minimize exposure to wind and hot sun before curing materials are applied. Avoid placing concrete if rain, snow, or frost is forecast within 24-hours. Protect fresh concrete from moisture and freezing and comply with professional practices described in ACI 305R and ACI 306R. Concrete delivery shall be scheduled to provide consistent mix times from batching until discharge. Mix times shall meet manufacturer's written recommendations and shall be factory premixed. Job-site mixing of materials is not acceptable.

Pre-Job Conference

One week prior to placement of integrally colored concrete a meeting will be held to discuss the Project and application materials. The Engineer, Landscape Architect, General Contractor, any subcontractor's who will be performing work related to concrete pouring, a ready-mix concrete representative and a Manufacturer's Representative must be present

Materials

The admixtures and curing compounds for the colored concrete shall be provided by L .M. SCOFIELD COMPANY, Los Angeles, California or an approved equal. Local Contact: Bob Torres 916-715-2717.

Colored Admixture for Integrally Colored Concrete: CHROMIX P® Admixture; L.M. SCOFIELD COMPANY or an approved equal. The admixture shall be a colored, water-reducing, admixture containing no calcium chloride with coloring agents that are limeproof and ultra-violet resistant. The colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194.

Curing and Sealing Compound: Cureseal™; L.M. SCOFIELD COMPANY or an approved equal. C uring and sealing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete.

Substitutions: The use of products other than those specified will be considered providing that the Contractor requests its use in writing within 14-days prior to bid date. This request shall be accompanied by the following:

A. A certificate of compliance from material manufacturer stating that proposed products meet or exceed requirements of this Section, including standards ACI 303.1, ASTM C979, ASTM C494 and AASHTO M194.

B. Documented proof that proposed materials have a 10-year proven record of performance, confirmed by at least 5 local projects that the Landscape Architect and Engineer can examine.

The concrete cement shall be gray in color. Sand shall be locally available and tan in color. Aggregate shall meet the producer's standard aggregate specifications and be tan in color. **The colored admixture shall match Scofield custom sample FG12**. The curing compound shall be clear.

All materials shall comply with cast-in-place concrete requirements and ACI 318, including referenced ASTM standards and Contract Document requirements for structural characteristics of special finished concrete and comply with requirements of other Division 3 sections for structural requirements of concrete.

1. Strength: Provide minimum 3000 psi compressive strength concrete, based on 28-day test, unless otherwise indicated in Contract Documents.
2. Slump Range: 2" to 4", unless otherwise indicated in Contract Documents.
3. Air Content: 5% to 8%.

Cement shall conform with ASTM C150; Type 2, grey cement; use only one brand and type of cement.

Aggregates shall conform to applicable requirements for standard concrete aggregates and with following requirements:

1. Aggregates must be free from materials which may be detrimental to concrete and finishes.
2. Fine Aggregates: Size, type and color to match approved sample; washed.
3. Coarse Aggregate: Maximum ¾" crushed stone of type and color to provide approved finish; washed.
4. Provide each type of aggregate from a single source and of same type and color for entire job.

Water shall be drinkable and free of foreign materials in amounts harmful to concrete and embedded steel. Plasticizers, Pigments, Admixtures and Stains shall be of types and quantities to provide concrete mix necessary to match approved sample.

1. Integral Color Pigments: Non-fading, non-staining pure mineral oxides conforming to ASTM C979; as required to provide color matching approved special concrete samples.

a. Manufacturers:
   1) L. M. Scofield Co./Chromix or approved equal

Mixes shall be used as required to meet structural and special finish requirements. The Contractor must maintain water content as consistent as possible during initial mixing; do not add water during transportation or placement of special concrete. Admixtures and pigments are to be added in accordance with manufacturer's recommendations.

Formwork

Matched, tight fitting and adequately stiffened formwork shall be used to support the weight of concrete without deflection detrimental to tolerances and appearance of the concrete.

Forms shall be of such cross section and strength and so secured as to resist the pressure of the concrete when placed and the impact and vibration of any equipment they support, without springing or settlement. The method of connection between sections shall be such that the joints shall not move in any direction. The maximum deviation of the top surface shall not exceed 1/8 inch in 10 feet, or the inside face, not more than 1/8 inch in 10 feet from a straight line. Flexible or curved forms of proper radius shall be used for curves of 100-foot radius or less shall have a maximum deviation between ½" and shall have smooth and regular curves.

The subgrade under the forms shall be compacted and cut to grade so that when set, the form will be uniformly supported at the specified elevation for its entire length. Forms shall be cleaned and oiled each time they are used. The Contractor shall check and set correct alignment and grade elevations of the forms immediately before placing the concrete. When any form has been disturbed or any grade has become unstable, the form shall be reset and rechecked. In lieu of setting forms, the edge of a previously placed concrete gutter section may be used as a form.

Placing and Finishing

Concrete shall be deposited on a moist grade in a manner to require as little rehandling as possible. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels, not rakes. Workers shall not be allowed to walk in freshly mixed concrete with boots or shoes coated with earth or foreign substances.

Concrete shall be thoroughly consolidated against and along the faces of all forms and along the full length and on both sides of all joint assemblies. Vibrators shall not be permitted to come into contact with a joint assembly, the grade or a side form. The vibrator shall never be operated longer than 15 seconds in any one location.

The Contractor shall make adequate advance arrangements for preventing delay in delivery and placing of concrete. An interval of more than 30 minutes between placing of any two (2) consecutive batches or loads shall constitute cause of stopping paving operations, and the Contractor shall make a transverse construction joint at his expense at the location and of the type directed by the Engineer in the concrete already placed. Before final finishing is completed and before concrete has taken its initial set, edges of the curb and gutter shall be carefully finished with an edger of the radius shown on the drawings, or standard plans.

Finishes

The Contractor shall deposit and vibrate special finished concrete to ensure proper consolidation, elimination of unintentional cold joints, and to minimize entrapped air on exposed surfaces. Monolithic slab finishes shall provide surface tolerances complying with California Building Code and Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements to ensure access for persons with disabilities.

Surfaces shall be finished uniformly with the following finishes as shown on the plans:

> Broomed: Pull broom across freshly floated concrete to produce medium texture in straight lines perpendicular to main line of traffic. Do not dampen brooms.
>
> Sandblast: Contractor is to use Top-Cast™ Code No. 05 (manufactured by Dayton Superior) or an approved equal top-surface retardant to produce the sandblast finish. Retardant is to be applied per manufacturer's recommendations.

The Contractor shall cure special concrete finishes under near identical conditions to minimize appearance blemishes and shall conduct special inspections with Landscape Architect as directed by the Engineer, making repairs or replacing unsatisfactory work as directed. Minor patching may be accepted providing structural adequacy and appearance of finished surfaces are not impaired. Patches in exposed areas which are noticeable at a distance of 3'-0" or more shall be rejected.

Curing

The Contractor shall apply curing and sealing compound for the integrally colored concrete according to manufacturer's instructions using manufacturer's recommended application techniques. The curing and sealing compound shall be applied at a consistent time for each pour to maintain close color consistency. The curing compound shall be same color as the colored concrete and supplied by same manufacturer of the colored admixture. Precautions shall be taken in hot weather to prevent plastic cracking resulting from excessively rapid drying at surface as described in CIP 5 *Plastic Shrinkage Cracking* published by the National Ready Mixed Concrete Association. Do not cover concrete with plastic sheeting.

Tolerances

Minor variations in appearance of integrally colored concrete, which are similar to natural variations in color and appearance of uncolored concrete, are acceptable.

Scoring

The Contractor shall layout sawcut pattern as shown on the plans and as approved by the Engineer. Saw joints shall be done late enough to prevent raveling of the cut edges and early enough to prevent cracking of the slab ahead of the saw blade to a depth as shown on the plans.

1) All control joints shall be machine sawed as soon as the concrete is hard enough not to be torn or damaged by the blade but before random cracks can form in the concrete slab
2) Control joints shall be sawcut to a minimum depth of 1/3 the concrete slab thickness (2 2/3" for the roadway, 2" for the raised walkways)
3) Transverse Control joints shall be constructed at right angles to the centerline spaced at successive intervals of 9' aligned with proposed parking stripes and tree planters. Where there are no parking stripes or tree wells to align to, the maximum spacing of Transverse Control joints shall not exceed 15'.
4) Transverse Control joints in the roadway shall line up with Transverse Control joints in the raised walkways
5) Longitudinal Control joints shall be constructed as shown on the plans to create square concrete slabs as practical as possible with existing field conditions
6) The Contractor is directed to evenly space longitudinal and lateral score marks between control joints in the sidewalk and raised walkway measured 6" off the face of curb to the back of walk as necessitated by field conditions
7) Score marks shall be laid out prior to sawcutting and should align with angle points in geometric features as practically as possible where cracking might occur
8) Expansion joints shall be constructed in the northern raised walkway only per City of Sacramento Standard Specifications

Concrete Smoothness

The Engineer will use the results of the profile testing for pavement smoothness to evaluate whether the concrete pavement methods and equipment used by the Contractor are meeting the smoothness requirements specified in the table below.

Pavement Smoothness Requirements - Average Profile Index for each 330 feet section of each traffic lane		
Acceptable Range	Disincentive Range	Correction Range
30.0 - 45.0 mm (1.18"- 1.77")	45.1 mm - 60.0 mm (1.78"-2.36")	> 60mm (2.36")

Concrete pavement shall conform to the straightedge requirements in Section 40-1.10 "Final Finishing" of the State Specifications. The Contractor shall correct all pavement surfaces that do not meet the straightedge requirements by means of grinding in accordance with Section 42-2, "Grinding," of the State Specifications.

Pavement smoothness will be determined by the Contractor on the final paved surface course and prior to placement of any surface treatment. The Contractor shall profilograph the final paved surface in accordance with California Test 526, except a zero blanking band shall be used for determining the Profile Index.

The Contractor shall provide and operate a California type profilograph or equipment, to determine the pavement profile. The pavement surface shall be clean of any objects or foreign material prior to testing.

The Contractor shall submit profilograms and an electronic file of the profile data to the Engineer within two working days of the initial profiling of the final surface course. In addition, the Contractor shall provide the Engineer with a table of the profile Index of the left wheel path, right wheel path and the average of the two wheel paths for each 330 feet section in length of a traffic lane. Each 330 feet section of pavement will be evaluated using average Profile Index of the profilograms for both wheel paths to determine areas where corrective action is needed for pavement not meeting the smoothness requirements. All areas within each separate wheel path having individual deviations (high points) in excess of 7.5 mm (0.3 in) in a length of 7.62 m (25 feet) or less shall be corrected regardless of the Profile Index value. Any section where corrections are made will be retested to verify that the corrections met the pavement smoothness requirements in the above table.

When profile corrective action is required, the Contractor shall use one or more of the following corrective methods. The corrective action performed by the Contractor shall be applied to the entire lane width. When completed, the entire lane width shall have uniform texture and appearance, with the beginning and ending of the corrected area squared normal to the centerline of the paved surface. Corrective action shall be at the Contractor's expense.

A. Grinding in accordance with Section 42.02, "Grinding," of the State Specifications.
B. Removing and replacing the entire concrete pavement thickness.

Pavement profiles having an initial average Profile Index which fall under the "Correction Range of the Pavement Smoothness Requirements shall be corrected to the "Acceptance Range". For Profile Indexes that fall in the "Disincentive Range" the Contractor has the option of correcting to the "Acceptable Range" or taking a reduction of $2,000 per each 300 square feet of roadway that would

need to be replaced as a disincentive pay adjustment for corrective actions. The disincentive pay adjustment will be deducted from payments due to the Contractor.

The construction of joints including doweled bars, tie bars, dowel splice coupler, foam backer rod, bond breaker coat and epoxy coat, joint sealant, polyurethane sealant, and compression seals, epoxy adhesive, shall be paid for with this item of the proposal. This item of work shall also include the construction of color samples, joints, bond breakers, trial concrete slab, sampling and testing.

Payment for Portland Cement Concrete Roadway to Construct shall be paid at the unit price per cubic yard and Raised Walkway To Construct shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in placing Portland Cement Concrete Roadway to Place including color samples, smoothness, joints, bond breaker and epoxy coat, sealant, and seal as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 16 - AGGREGATE BASE CLASS 2 TO PLACE

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

This item shall include placing Class 2 aggregate base in the proposed curb, gutter, and raised walkways.

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

ITEM NO. 17 - CEMENT TREATED BASE TO PLACE

Cement Treated Base shall be placed as shown on the Plans and conform to Sections 10 of the Standard Specifications and these Special Provisions.

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

ITEM NO. 18 - ASPHALT CONCRETE (1/2" AGGREGATE) PAVEMENT TO PLACE

ITEM NO. 19 - ASPHALT CONCRETE (3/4" AGGREGATE) PAVEMENT TO PLACE

Asphalt concrete shall be Type A, ½" or ¾" maximum aggregate (coarse) and shall be placed as shown on the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10 and 22 of the Standard Specifications.

The cost for saw cutting the asphalt concrete at conforms as shown on the plans, shall be full compensated into the unit cost for HMA and no separate or additional payment shall be made.

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

ITEM NO. 20 - PORTLAND CEMENT CONCRETE CONFORM TO CONSTRUCT

Portland cement concrete conforms shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to Sections 10, 17, 19, and 22 of the Standard Specifications. The asphalt and portland cement concrete structural sections shall be as shown on the plans and placed on subgrade compacted to 95% relative density.

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

Payment shall be at the unit price bid per cubic yard and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved with Portland Cement Concrete Conform to construct as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 21 - CURB AND GUTTER TYPE 2 TO CONSTRUCT

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

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

For color and texture specifications for curbs and gutters refer to Item No. 14 and 15 "PCC Roadway to Construct and Raised Walkway to Construct".

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

ITEM NO. 22 - CURB TYPE 3 TO CONSTRUCT

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

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

ITEM NO. 23 - 6" CONCRETE COMMERCIAL DRIVEWAY TO CONSTRUCT

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

Existing driveway and walkway shall be sawcut at the locations marked by the Engineer in the field.

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

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

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

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

ITEM NO. 24 - RAPID STRENGTH CONCRETE TO CONSTRUCT

GENERAL

Summary

This section includes specifications for constructing rapid strength concrete (RSC) as shown on the plans.

Definitions

Opening age: The age at which the concrete will achieve the specified strength for opening to public or construction traffic.

Submittals

MIX DESIGN

Submit the RSC mix design at least 10 days before use. If a trial slab is required, submit the RSC mix design at least 10 days before constructing the trial slab. Include the following in the submittal:

1. Compressive strength test results for prequalification of RSC at age of break, at 3 days, and at 28 days
2. Opening age
3. Proposed aggregate grading
4. Mix proportions of cementitious material, aggregate, and water
5. Types and amounts of chemical admixtures, if used
6. Range of ambient temperatures over which the mix design will achieve the required minimum compressive strength
7. Source of materials

VOLUMETRIC PROPORTIONING

When using volumetric proportioning, submit the following:

1. Aggregate moisture test results
2. Log of production data

CERTIFICATE OF COMPLIANCE

Submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications with each delivery of aggregate, cementitious material, and admixtures used for calibration tests. Include certified copies of the weight of each delivery.
The Certificate of Compliance must state that the source of materials used for the calibration tests is from the same source as to be used for the planned work. The Certificate of Compliance must be signed by an authorized representative.

Quality Control and Assurance

PREQUALIFICATION OF RSC

Prequalification of a RSC mix design includes determining the opening age and achieving the minimum specified 28-day compressive strength.
Prequalify RSC under the specifications for prequalification of concrete specified by compressive strength in Section 90-9.01, "General," of the Standard Specifications. Determine the opening age as follows:

1. Fabricate at least 5 test cylinders to be used to determine the age of break.
2. Immediately after fabrication of the 5 test cylinders, store the cylinders in a temperature medium of 70 ± 3 °F until the cylinders are tested.
3. Determine the age of break to achieve an average strength of the 5 test cylinders of not less than 1200 psi. Not more than 2 test cylinders may have a strength of less than 1150 psi.
4. The opening age is the age of break plus 1 hour.

WEIGHMASTER CERTIFICATIONS

Weighmaster certificates for RSC, regardless of the proportioning method used, must include all information necessary to trace the manufacturer and manufacturer's lot number for the cement being used. When proportioned into fabric containers, the weighmaster certificates for the cement must contain the date of proportioning, location of proportioning, and actual net draft weight of the cement. When proportioned at the job site from a storage silo, the weighmaster certificates must contain the date of proportioning, location of proportioning, and the net draft weight of the cement used in the load.

MATERIALS

General

RSC must comply with one of the following:

1. Concrete made with portland cement. The concrete must comply with Section 90, "Portland Cement Concrete," of the Standard Specifications. Type III cement may be used.
2. Concrete made with any cement that complies with the definition of hydraulic cement or blended hydraulic cement in ASTM C 219. The concrete must comply with Section 90, "Portland Cement Concrete," of the Standard Specifications, except that:

   2.1. Cementitious material must comply with the following:

Test Description	Test Method	Requirement
Contraction in Air	California Test 527, w/c ratio = 0.39±0.010	0.053%, max.
Mortar Expansion in Water	ASTM C 1038	0.04%, max.
Soluble Chloride*	California Test 422	0.05%, max.
Soluble Sulfate*	California Test 417	0.30%, max.
Thermal Stability	California Test 553	90%, min.
Compressive Strength @ 3 days	ASTM C 109	2500 psi

*Test is to be done on a cube specimen fabricated in conformance with the requirements in ASTM C 109, cured at least 14 days, and then pulverized so that 100% passes the No. 50 sieve.

   2.2. Citric acid or borax may be used if requested in writing by the cement manufacturer and a sample is submitted to the Engineer. Chemical admixtures, if used, must be included when testing for requirements listed in the table above.

RSC must have a minimum 28-day compressive strength of 3600 psi, except that RSC placed in bridge decks must have a minimum 28-day compressive strength of 4500 psi and must comply with the shrinkage limitations as specified for bridge deck concrete in Section 90-1.01, "Description," of the Standard Specifications.
Supplementary cementitious material is not required.
Penetration requirements of Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications do not apply.

CONSTRUCTION

General

RSC may be proportioned and placed by a volumetric mixer.

Volumetric Proportioning

RSC proportioned by a volumetric mixer must comply with the requirements specified herein. Proportion liquid admixtures under Section 90-4.10, "Proportioning and Dispensing Liquid Admixtures," of the Standard Specifications, except proportion liquid admixtures with a meter. Batch-mixer trucks must proportion cement, water, aggregate, and additives by volume. Aggregate feeders must be connected directly to the drive on the cement vane feeder. The cement feed rate must be tied directly to the feed rate for the aggregate and other ingredients. Only change the ratio of cement to aggregate by changing the gate opening for the aggregate feed. The drive shaft of the aggregate feeder must have a revolution counter reading to the nearest full or partial revolution of the aggregate delivery belt.

Proportion aggregate with a belt feeder operated with an adjustable cutoff gate delineated to the nearest quarter increment. The gate opening height must be readily determinable. Proportion cement by any method that complies with the accuracy tolerance specifications. Proportion water with a meter under Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Calibrate the cutoff gate for each batch-mixer truck used and for each aggregate source. Calibrate batch-mixer trucks at 3 different aggregate gate settings that are commensurate with production needs. Perform at least 2 calibration runs for each aggregate gate.

Individual aggregate delivery rate check-runs must not deviate more than 1.0 percent from the mathematical average of all runs for the same gate and aggregate type. Each test run must be at least 1,000 pounds.

At the time of batching, dry and drain aggregates to a stable moisture content. Do not proportion aggregates with visible separation of water from the aggregate during proportioning. At the time of batching, the free moisture content of fine aggregate must not exceed 8 percent of its saturated, surface-dry weight.

If the proportioning plant has separate supplies of the same size group of aggregate with different moisture content, specific gravity, or surface characteristics affecting workability, exhaust 1 supply before using another supply.

Cover rotating and reciprocating equipment on batch-mixer trucks with metal guards.

Individual cement delivery rate check-runs must not deviate more than 1.0 percent of the mathematical average of 3 runs of at least 1,000 pounds each.

When the water meter operates between 50 percent and 100 percent of production capacity, the indicated weight of water delivered must not differ from the actual weight delivered by more than 1.5 percent for each of 2 runs of 75 gallons. Calibrate the water meter under California Test 109. The water meter must be equipped with a resettable totalizer and display the operating rate.

Conduct calibration tests for aggregate, cement, and water proportioning devices with a platform scale located at the calibration site. Platform scales for weighing test-run calibration material must have a maximum capacity of 2.75 tons with maximum graduations of 1 pound. Error test the platform scale within 8 hours of calibrating the batch-mixer truck proportioning devices. Perform error-testing with test weights under California Test 109. Furnish a witness scale that is within 2 graduations of the test weight load. The witness scale must be available for use at the production site throughout the production period. Equipment needed for the calibration of proportioning systems must remain available at the production site throughout the production period.

The batch-mixer truck must be equipped so that accuracy checks can be made. Recalibrate proportioning devices every 90 days after production begins or when you change the source or type of any ingredient.
A spot calibration is calibration of the cement proportioning system only. Perform a 2-run spot calibration each time 55 tons of cement passes through the batch-mixer truck. If the spot calibration shows the cement proportioning system does not comply with the specifications, complete a full calibration of the cement proportioning system before you resume production.
Locate cement storage immediately before the cement feeder. Equip the system with a device that automatically shuts down power to the cement feeder and aggregate belt feeder when the cement storage level is less than 20 percent of the total volume.
Determine aggregate moisture under California Test 223 at least every 2 hours during proportioning and mixing operations. Record aggregate moisture determinations and submit them at the end of each production shift.
Equip each aggregate bin with a device that automatically shuts down the power to the cement feeder and the aggregate belt feeder when the aggregate discharge rate is less than 95 percent of the scheduled discharge rate.
Proportioning device indicators must be in working order before beginning proportioning and mixing operations and must be visible when standing near the batch-mixer truck.
Identifying numbers of batch-mixer trucks must be at least 3 inches in height, and be located on the front and rear of the vehicle.
Mix volumetric proportioned RSC in a mechanically operated mixer. You may use auger-type mixers. Operate mixers uniformly at the mixing speed recommended by the manufacturer. Do not use mixers that have an accumulation of hard concrete or mortar.
Do not mix more material than will permit complete mixing. Reduce the volume of material in the mixer if complete mixing is not achieved. Continue mixing until a homogeneous mixture is produced at discharge. Do not add water to the RSC after discharge.
Do not use equipment with components made of aluminum or magnesium alloys that may have contact with plastic concrete during mixing or transporting of RSC.
The Engineer determines uniformity of concrete mixtures by differences in penetration measurements made under California Test 533. Differences in penetration are determined by comparing penetration tests on 2 samples of mixed concrete from the same batch or truck mixer load. The differences must not exceed 5/8 inch. Submit samples of freshly mixed concrete.
Sampling facilities must be safe, accessible, clean, and produce a sample that is representative of production. Sampling devices and sampling methods must comply with California Test 125.
Do not use ice to cool RSC directly. If ice is used to cool water used in the mix, it must be melted before entering the mixer.
Proportion and charge cement into a mixer such that there is no variance of the required quantity of cement due to wind, accumulation on equipment, or other conditions.
Each mixer must have metal plates that provide the following information:

1. Designed usage
2. Manufacturer's guaranteed mixed concrete volumetric capacity
3. Rotation speed

The device controlling the proportioning of cement, aggregate, and water must produce production data. The production data must be captured at 15-minute intervals throughout daily production. Each capture of production data represents production activity at that time and is not a summation of data. The amount of material represented by each production capture is the

amount produced in the period from 7.5 minutes before to 7.5 minutes after the capture time. Submit the daily production data in electronic or printed media at the end of each production shift. Report the data including data titles in the following order:

1. Weight of cement per revolution count
2. Weight of each aggregate size per revolution count
3. Gate openings for each used aggregate size
4. Weight of water added to the concrete per revolution count
5. Moisture content of each used aggregate size
6. Individual volume of other admixtures per revolution count
7. Time of day
8. Day of week
9. Production start and stop times
10. Batch-mixer truck identification
11. Name of supplier
12. Specific type of concrete being produced
13. Source of the individual aggregate sizes
14. Source, brand, and type of cement
15. Source, brand and type of individual admixtures
16. Name and signature of operator

You may input production data by hand into a pre-printed form or it may be captured and printed by the proportioning device. Present electronic media containing recorded production data in a tab delimited format on a CD or DVD. Each capture of production data must be followed by a line-feed carriage-return with sufficient fields for the specified data.

Curing Concrete

For RSC made with a proprietary cement, the curing method must be as recommended by the manufacturer of the cement and as approved by the Engineer.
For RSC made using portland cement concrete, you must:

1. Cure the concrete using the curing compound method under Section 90-7.03, "Curing Structures," of the Standard Specifications. Fogging of the surface with water after the curing compound has been applied will not be required.
2. Repair immediately any damage to the film of the curing compound with additional compound. Do not repair damage to the curing compound after the concrete is opened to public traffic.
3. Cover the surface with an insulating layer or blanket when the ambient temperature is below 65 °F during the curing period. The insulation layer or blanket must have an R-value rating given in the table below. A heating tent may be used in lieu of or in combination with the insulating layer or blanket:

R-Value Ratings

Temperature Range During Curing Period	R-value, minimum
55 °F to 65 °F	1
45 °F to 55 °F	2
39 °F to 45 °F	3

If compressive strength tests are performed in the field showing that the concrete has achieved 1200 psi, you may open the lane to traffic at the age of break. Perform the compressive strength tests under the provisions for sampling and testing cylinders in Section 90-9.01, "General," of the Standard Specifications. The decision to use this option must be made in writing to the Engineer before beginning construction.

MEASUREMENT AND PAYMENT

If calibration of volumetric batch trucks is performed more than 100 miles from the project limits, payment for rapid strength concrete is reduced by $1,000.

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

ITEM NO. 25 - TRUNCATED DOMES ON NEW RAMPS (36" x 48")

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

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

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

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

ITEM NO. 26 - CHAIN LINK FENCE TO RESET

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

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

The reset fences shall be constructed according to (DWG.T-90). Contractor shall store fence in a secure area under good conditions until time for reconstruction.

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

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

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

ITEM NO. 27 - MAINTENANCE HOLE NO. 3 TO CONSTRUCT

ITEM NO. 28 - SADDLE MANHOLE TO CONSTRUCT

Maintenance Holes No. 3 and Saddle Manholes shall be constructed where shown on the plans or directed by the Engineer in conformance with Section 25 and Section 38 (DWG. S-70) of the Standard Specifications. Eccentric cones shall not be used unless specified on the Plans or by the Engineer.

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 necessary to construct maintenance holes No. 3 and Saddle Manholes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 29 - EXISTING MAINTENANCE HOLE TO REMOVE

Existing maintenance holes and catch basin maintenance holes shall be removed as shown on the Plans or as directed by the Engineer.

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

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

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

ITEM NO. 30 - MAINTENANCE HOLE TO ADJUST TO GRADE

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

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

If lowering is necessary, the Contractor shall verify that all lowered maintenance holes are raised back to grade by back checking against drawings. The Contractor shall perform field review with the Engineer to ensure all maintenance holes shown on the drawings have been raised to grade.

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

ITEM NO. 31 - DRAIN INLET TO REMOVE

The Contractor shall remove inlets where shown on the Plans, as directed by the Engineer, and in accordance with Section 14 of the Standard Specifications and these Special Provisions.

All drain inlet pipe abandoned in place shall be plugged at both ends with two feet of Portland Cement Concrete (PCC). All pipe to be removed shall become the property of the Contractor and shall be disposed of away from the project site.

Backfilling shall be in accordance with the methods set forth in the State Specification. The relative compaction shall be at least ninety percent (90%), unless otherwise indicated.

Concrete removed shall be disposed of outside the right of way in accordance with the provisions in Section 7-1.13 of the State Specifications.

The existing grates shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: Jeff Heard, Drainage Superintendent (916) 433-6223.

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

ITEM NO. 32 - STORM DRAIN PIPE TO REMOVE

The Contractor shall remove existing pipe where shown on plans, as directed by the Engineer, and in accordance with Section 14 of the Standard Specifications and these Special Provisions.

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

ITEM NO. 33 - MODIFIED TYPE B DROP INLET TO CONSTRUCT

ITEM NO. 34 - MODIFIED TYPE B DROP INLET WITH 4" HOOD OPENING TO CONSTRUCT

ITEM NO. 35 - MODIFIED TYPE B DROP INLET WITH DEPRESSION APRON TO CONSTRUCT

Modified Drop Inlets shall conform to Sections 20, 24 and 38 of the Standard Specifications.

Modified Drop Inlets shall be cast in place, formed using wood or metal forms. Hand forming of concrete will not be allowed. Cast in place maximum wall thickness shall be 8-inches.

The grate shall conform for Section 38 of the Standard Specifications. The grate shall be installed so that either end of the grate can be lifted from the frame and removed by pulling parallel to the curb. The grate frame shall be installed between ½ and 1 inch from the face of the open back hood. All joints and all connections between the hardware (grate and hood) and the vertical walls of the drain inlet shall be grouted forming a smooth transition with a light broom finish.

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

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

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

Curb and gutter reconstruction shall match existing geometry and, at the Engineers discretion, extend up to 5 feet in length on either side of the inlet. The cost of curb and gutter reconstruction shall be included in the unit price for this item. Surface restoration shall be in accordance with the appropriate section of these Special Provisions. Pavement cutting shall be perpendicular and parallel to the centerline of the road. S urface restoration due to drain inlet removal and installation shall be paid for as part of this item. Gutter depressions, as shown on the plans, shall be fully compensated into the unit price paid per drainage inlet and no additional compensation will be allowed.

Contractor to expose and verify configuration of all SMUD and PG&E facilities in vicinity of drop inlets prior to setting cast in place forms. Exact dimensions of drop inlet and depression apron to be determined by the Resident Engineer after SMUD and PG&E facilities have been exposed.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to construct Modified Type B Drop Inlets, Modified Type B Drop Inlets with 4" hood openings, and Modified Type B Drop Inlets with depression aprons as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 36 - 10" STORM DRAIN PIPE TO INSTALL

ITEM NO. 37 - 12" STORM DRAIN PIPE TO INSTALL

ITEM NO. 38 - 15" STORM DRAIN PIPE TO INSTALL

Where shown on the Plans, ten-inch (10"), twelve-inch (12"), and fifteen-inch (15") diameter storm drain pipes shall be PVC as specified elsewhere in the Special Provisions. Drain lead connections to manholes shall be included in this item. Drain inlet lead and fittings shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions. All pipes shall be fusion welded.

This item shall include all necessary trenching, bedding, backfilling, and pavement restoration involved in the installation of the storm drain pipe. Existing sewer connections are to be replaced per City standard detail S-260. Payment for replacing existing sewer connections shall be considered part of this line item and no additional compensation will be provided.

C-900 PVC for pipe and fittings shall be utilized for any pipe that has less than 18-inches of cover between the top of the installed pipe and the finish grade. If the depth of cover is less than 12 inches, the Contractor shall encase pipe with controlled density fill as specified elsewhere. When the Engineer approves shallow placement of DI leads requiring protective measures proposed by Contractor, all work associated with protective measures shall be considered as extra and paid per Section 8-10 of the Standard Specifications.

Controlled Density Backfill – Also known as Controlled Low Strength Material (CLSM) or ready Mixed Flowable Fill (RFF) as processed and distributed by the National Ready Mixed Concrete Association.

Material shall be a hand excavatable mixture of cement, pozzolan, coarse and fine aggregate and water which has been mixed in accordance with ASTM C 94.

Flowable – Material shall be flowable with a high slump, non-segregating consistency that readily flows and fills voids, congested areas, difficult to reach places, and that can be used for pipe zone fill, trench zone fill, pipe abandonment, structure backfill, and structure cavity fill.

Rapid Set – Material shall obtain early strength gain, to allow traffic load or other live loads on the fill in less than 7 days after placing the material.

Cement – Shall be type II in accordance with requirements of ASTM C 150.

Pozzolan – Shall be added to improve flowability and shall be type F in accordance with the requirements of ASTM C 618.

Aggregate – Coarse aggregate shall consist of well graded mixture of crushed rock with a maximum size aggregate of ½ inch. 100% shall pass the ½ inch sieve. Not more than 30% shall be retained by the ¼ inch sieve and not more than 12% shall pass the number 200 sieve. All material shall be free from organic matter and not contain more alkali, sulfates, or salts than the native materials at the site of work.

Admixtures – Air entrainment shall be added (minimum of 8%, maximum of 20%) to improve workability in accordance with ASTM C 260. Water reducing agent shall be added to improve workability in accordance with ASTM C 494.

Water – Shall be potable, clean, and free from silty organic matter, alkali, salts, or other impurities.

Density – Minimum density shall be 120 PCF, maximum density 135 PCF.

Compressive Strength – Minimum 28 day compressive strength shall be 50 psi and the maximum shall be 150 psi.

Care shall be taken to avoid floating the pipe, especially with pipe types other than concrete. Means shall be employed to assure a consistent flowline in accordance with plans and special provisions.

When connecting to a manhole:

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

B) All connections to the manholes not cast as part of the base shall be made by use of a coring machine and a "Cor-N-Seal" or approved equal flexible watertight coupling. The incoming pipe shall be cut, and the space between the inserted pipe and the seal shall be grouted smooth.

After mandrel inspection, the DI leads placed will be inspected by the City's Field Services Division utilizing a robotic T.V. camera device as specified elsewhere in these Special Provisions. It shall be the Contractor's responsibility to coordinate the T.V. inspection with the Engineer.

The lead invert elevations shown on the Plans are approximate only. It shall be the Contractor's responsibility to determine the final vertical alignment by means of locating potential conflicts prior to construction of the drain inlet, lead, or coring of the manhole. No deflections will be allowed in the lead unless otherwise approved by the Engineer. Guidelines for final profile of drain lead are as follows: The distance from the grate elevation to the top of the drain inlet base shall be between 4'-8" and 5' unless otherwise shown on the Plans or directed by the Engineer. The drain lead shall have a minimum slope of 0.0025 ft/ft unless otherwise approved by the Engineer. Unless otherwise stated herein, no additional compensation shall be paid to the Contractor for potholing, or altering drain inlet or lead elevations.

Included in this item is the construction of concrete collars connecting leads into other drainage structures.

For Class 4 Concrete Backfill as shown on the plans, the cost shall be assumed included in the unit price per linear foot of storm drain pipe and no separate or additional payment shall be made for its use.

Payment shall be at the unit price bid per linear foot of proposed storm drain pipe to install and shall include full compensation for furnishing all labor, materials, tools, surface restoration, equipment and incidentals and for doing all work involved in installing 10", 12", and 15" storm drain pipe as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 39 - SURVEY MONUMENT TO BE PRESERVED

Survey Monuments shall be adjusted to the grade of the new surface and shall conform to the applicable requirements of Section 38 (DWG. T-350) of the Standard Specifications and these Special Provisions.

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

ITEM NO. 40 - UTILITY BOX TO ADJUST TO GRADE

ITEM NO. 41 - WATER VALVE TO ADJUST TO GRADE

Utility boxes and water valves shall be adjusted to grade and shall conform to applicable requirements of Sections 10, 27 a nd 38 of the Standard Specifications and these Special Provisions.

Included in this item is furnishing and placing new utility boxes and steel standpipes (risers) and liners as required, and adjusting the utility boxes to grade.

The Contractor shall ensure that utility box covers and water valve covers are not covered with concrete coatings during paving operations. Standpipes shall be left clean and free of paving materials and debris. The valve-operating nut shall be left fully exposed after all paving operations have been completed.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in adjusting utility boxes and water valves to grade, as sh own on the Plans as sp ecified in these Special Provisions and as directed by the Engineer.

ITEM NO. 42 - DIAMOND SWITCH PLATE TO ADJUST TO GRADE

Diamond Switch Plates shall be adjusted to grade as shown on the plans and shall conform to the applicable requirements of Sections 10, 27 and 38 of the Standard Specifications and these Special Provisions.

The Contractor shall carefully excavate around the diamond switch plate to expose the track switching mechanisms. The connecting rod, head rod switch and switch back rod are to be mechanically disconnected from the rail and removed from the roadway. These mechanisms are considered historically significant and the Contractor shall not cut, warp or otherwise disfigure these mechanisms during their removal. The switch stand, connecting rod, head rod switch and switch back rod are to be delivered to the City Corportation Yard along with the existing rail removed in Item No. 9 "Rail to Remove". Removing and transporting these mechanisms to the City Corporation Yard will be paid for under this item with no additional compensation. Existing railroad ties shall be removed and disposed of as specified in Item No. 11 "Railroad Ties to Remove and Dispose" with no additional compensation.

The remaining diamond switch plate box cover shall be welded to the diamond switch plate box and set to grade as specified in Item No. 40 "Utility Box to Adjust to Grade".

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

ITEM NO. 43 - FIRE HYDRANT TO RELOCATE

ITEM NO. 44 - FIRE DEPARTMENT CONNECTION TO RELOCATE

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

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

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

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

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

ITEM NO. 45 - 8" DIAMETER WATER MAIN TO INSTALL

ITEM NO. 46 - 12" DIAMETER WATER MAIN TO INSTALL

This item shall consist of furnishing and placing water main pipe, leads, elbows and fittings at the locations, to the alignments and to the details shown on the Plans.

This item shall also include furnishing and installing elbows to change the vertical alignment of the proposed water main to avoid conflicts with existing underground utilities.

City Crews will tap the existing 24" water transmission line and install a 12" GV south for a fee in the amount of $13,431.64 to be paid by the Contractor. Contractor to expose main, connect to gate valve after testing and disinfection, backfill and repave as necessary. Fees will will paid for as part of the 12" GV to Install Item.

The water main pipe material shall be ductile iron pipe or polyvinyl chloride (PVC). Materials and placement shall meet the applicable requirements of Sections 10, 27, and 38 of the City Standard Specifications and these Special Provisions.

Surface restoration associated with this item shall be a minimum of 4" AC and 6" AB unless otherwise shown on the Plans and shall be paid for under this item. The Contractor shall restore surfaces in kind unless otherwise specified on the Plans or in these Special Provisions. Pavement cutting and restoration shall conform to the provisions of the City Standard Specifications and

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

Payment shall be at the contract unit price bid per linear foot of water main installed and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals, and for doing all work involved with installing the water main as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 47 - 20" DIAMETER WELDED STEEL PIPE CASING TO INSTALL

This item shall consist of boring and jacking 20" welded steel pipe casing. Materials and placement shall meet the applicable requirements of Section 37 of the City Standard Specifications and these Special Provisions.

Installation of the 20" welded steel pipe casing will require an encroachment permit from Regional Transit and On Track Safety Training for all personnel working within 10' of light rail tracks. Payment for the encroachment permit and On Track Safety Training shall be considered included in this line item and no additional compensation will be allowed.

Payment shall be at the contract unit price bid per linear foot of 20" welded steel pipe casing and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with installing the 20" welded steel pipe casing as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 48 - 1" WATER SERVICE TO INSTALL

These items shall consist of furnishing and installing water services from the water main to the point of service at the property. Each water service shall include furnishing and placing corporation stop, meter box, meter setter, backflow prevention assemblies, all required lateral pipe, and all other items to place and connect water services as shown on the Plans. The water services and their installation shall meet the applicable requirements of Sections 10, 27, and 38 of the Standard Specifications and these Special Provisions.

It is the Contractor's responsibility to locate the existing water service laterals and curb or corporation stops. All USA markings identifying water features will be verified by the Contractor. All cost associated with this work including all re-work if the USA markings are found to be incorrect shall be included in this item.

The Contractor is to place a 1" irrigation water service to the point of service. The City will provide and install a 1" meter after payment of meter fees in the amount of $546.00 (each) and a development fee of $2,678.50 (each). The Contractor is to provide and install an approved reduced pressure assembly in accordance with City cross-connection control policy and City standard drawing W-606.

Meter boxes shall be Christy B30 for 1-inch diameter meters, Christy B36 for 1 1/2" and 2" diameter displacement meters, and Christy N30 for 1 1/2" and 2" diameter turbine meters or approved equal.

The Contractor shall reconnect the existing water service on the property owner's side of the meter box to the idler in the meter box so that the water customer's water service is in service when this item is complete.

When the existing main servicing the home is in the street Right-of-Way and the existing water service is located at the back of the sidewalk or curb, the Contractor shall place the new meter box adjacent to the existing water service curb stop so that the new service can easily be transferred to the existing service.

If there is an existing water meter to the property, the City's meter crew will remove the existing meter and place a meter in the new meter box. The Contractor shall contact the Department of Utilities at 808-4030 two days prior to transferring the service.

The Contractor shall remove and dispose of existing meter boxes to be removed and replaced. All meter boxes and appurtenances to be removed shall become the property of the Contractor and shall be disposed of at the Contractor's expense.

This item shall include the cost of saw cutting and repairing or replacing existing curb gutter, sidewalk or roadway section providing any new sod, shrubbery, fencing, and repair or replacement of other existing improvements on private property that may be damaged as a result of the installation of the water services. The removal and replacement of on-site concrete patios and walkways, in order to construct this item, shall be paid for under a separate item.

The quantity of 1-inch diameter residential water services shown on the plans are for bidding purposes only. The unit price indicated will not be adjusted because the actual number of water services placed may vary from the quantity shown on the plans.

Payment shall be at the contract unit bid price for each water service and shall include full compensation for furnishing and installing all labor, materials, tools, equipment, incidentals and for doing all work involved with installing the water service, water mater and water meter fees as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 49 - 8" DIAMETER GATE VALVE TO INSTALL

ITEM NO. 50 - 12" DIAMETER GATE VALVE TO INSTALL

This item shall consist of furnishing and installing gate valves, including gate valve boxes, at the locations indicated on the Plans and in conformance with the applicable requirements of Sections 10, 27, and 38 of the Standard Specifications and these Special Provisions.

Payment for the 12" Diameter Gate Valve shall include the $13,431.64 fee to City Crews to tap the existing 24" Water Transmission Line.

Payment shall be at the contract unit price bid for each 8" diameter gate valve installed and lump sum price bid for 12" diameter gate valves, and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved with installing gate valves as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 51 - ABANDONED UTILITY BOX TO REMOVE

Existing abandoned utility box shall be removed as shown on the Plans or as directed by the Engineer.

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

Payment shall be at the contract unit price indicated in the proposal per each abandoned utility box removed and shall include full compensation for disposal of the utility box, and all work necessary to complete this item.

ITEM NO. 52 - FIRE HYDRANT TO INSTALL

This item shall consist of furnishing and installing a standard fire hydrant at the locations indicated on the Plans, installed in accordance with applicable portions of Sections 10, 27 and 38 (W201) of the Standard Specifications with the exception that extension kits used to adjust fire hydrants to new grade are prohibited. The contractor shall meet the bury depth requirements by use of 45 degree fittings.

Apex Blue, two-way, type BB, reflective pavement markers, or approved equal, shall be placed using Crafco Qwikstix adhesive, or approved equal, for each standard fire hydrant installation. The reflectors shall be placed 6"-12" from the road centerline adjacent to the hydrant on an imaginary line from the hydrant perpendicular to that centerline.

If the road has an island divider, the reflector shall be placed 6"-12" from the nearest division of traffic lanes to the hydrant, and on an imaginary line from the hydrant perpendicular to that division of lanes. If a hydrant is placed at an intersection, reflectors shall be placed on all streets adjacent to the hydrant. In no case shall a marker be placed on a maintenance hole, valve box, lane striping, existing marker, or other road appurtenance.

Payment for the Fire Hydrant shall include the $2,472 fee to City Crews to tap the Water Main. The fee will include the cost of furnishing and installing an 8" Gate Valve.

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

ITEM NO. 53 - TRAFFIC SIGN TO PLACE

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

A sign material and installation submittal must be reviewed and accepted by the Engineer before fabrication and installation.

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

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

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

Each sign shall have the date of manufacture and a location number stenciled on the backside. Location information shall consist of each sign having an individual number which will be recorded on a clean set of Plans during the sign installation and shall be turned in as part of the "Record Drawings".

A. Sign Posts

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

B. Signal and Street Light Poles

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

C. Sheeting Grade

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

D. Sign Material

All signs shall be aluminum panels conforming to 5052-H38. All road signs shall be 0.08" thick with the exception of street name signs which shall be 0.125" thick.

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

ITEM NO. 54 - NEW POST TO INSTALL

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

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

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

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

ITEM NO. 55 - SIGN TO REMOVE

Existing roadside signs shall be removed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Removed sign panels shall be salvaged and delivered to the City of Sacramento Traffic Sign and Markings Section at 5730 24st Street, Building 10, Sacramento, CA. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

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

ITEM NO. 56 - SIGN TO RELOCATE

Existing roadside signs shall be removed and relocated to the new locations shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

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

ITEM NO. 57 - OBELISK TO INSTALL

This item shall consist of furnishing and installing an obelisk as shown on the drawings and in conformance with the attachments to these Special Provisions. The contractor's attention is directed to the existing obelisks installed on R Street between 12th and 13th Street for reference.

The obelisk shall be provided, installed and maintained in conformance with the manufacturer's recommendations and these special provisions, and be of the type, color and size noted on the construction documents. Obelisk shall be manufactured by Pacific Neon or an approved equal:

Pacific Neon
2939 Academy Way
Sacramento, CA 95815
Telephone: (916) 927-0527
Fax: (916) 927-2414
www.pacificneon.com

Submittals for an approved equal shall be submitted no later than two weeks prior to the date of bid opening.

The Contractor is directed to locate the obelisk as indicated on the construction documents for Landscape Architect's approval prior to installation. Install level and plumb. All installation shall be in conformance with the manufacturer's specifications. The Contractor shall adequately protect all work from damage by subsequent construction operations. Damaged work shall be replaced by Contractor at Contractor's expense.

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

ITEM NO. 58 - HIGH PERFORMANCE TAPE PAVEMENT STRIPES TO PLACE

ITEM NO. 59 - HIGH PERFORMANCE TAPE PAVEMENT MARKINGS TO PLACE

High Performance Tape, both white and yellow, shall be placed for permanent traffic delineation and markings where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

Tape shall be 3M™ Stamark™ High Performance 380I-5ES Contrast Tape with 1-1/2" borders and or approved equal. Submittals for an approved equal shall be submitted no later than two weeks prior to the date of bid opening. The tape must meet the following initial minimum retroreflectance values when measured in accordance with ASTM-D4061:

	White	Yellow
Entrance Angle	88.76°	88.76°
Observation Angle	1.05°	1.05°
Retroreflected Luminance (R_L)*	500	300

*R_L = Millicandelas per square foot per foot candle [(mcd x ft^{-2}) x fc^{-1}]

The patterned surface of the retroreflective pliant polymer shall provide an initial average skid resistance value of 45 BPN when tested according to ASTM E 303 except values shall be taken in one direction and at a 45° angle from that direction. The skid resistance value shall be the average of these two values.

High Performance Tape is to be installed per the manufacturer's recommendations. The manufacturer must provide a four-year warranty for longitudinal markings and a two-year warranty on symbols and legends that the tape will remain effective for its intended use under normal traffic conditions and meet a minimum retained retroreflected luminance of 100 [(mcd x ft^{-2}) x fc^{-1}] (measured at 1.05° observation and 88.76° entrance angles). The manufacturer must also provide a two-year warranty for inlaid or recessed transverse stop bars and crosswalks for applications with an average daily traffic per lane of 6,000 cars or less.

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

ITEM NO. 60 - RAISED PAVEMENT MARKERS TO PLACE

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

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

ITEM NO. 61 - 6" CONCRETE MOW BAND

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

Payment shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing the mow band as shown on the Drawings, as specified in these Special Provisions and as directed by the Landscape Architect.

ITEM NO. 62 - BICYCLE RACK

This item shall consist of furnishing and installing the bicycle racks shown on the Drawings in conformance with these Special Provisions.

The bicycle racks shall be provided, installed and maintained in conformance with the manufacturer's recommendations and these special provisions, and be of the type, color and size noted on the construction documents.

Locate all bicycle racks as indicated on the construction documents for Landscape Architect's approval prior to installation. Install level and plumb. All installation shall be in conformance with the manufacturer's specifications. The Contractor shall adequately protect all work form damage by subsequent construction operations. Damaged work shall be replaced by Contractor and at Contractor's expense.

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

ITEM NO. 63 - 6' BENCH

This item shall consist of furnishing and installing the benches shown on the Drawings in conformance with these Special Provisions.

The benches shall be provided, installed and maintained in conformance with the manufacturer's recommendations and these special provisions, and be of the type, color and size noted on the construction documents.

Locate all benches as indicated on the construction documents for Landscape Architect's approval prior to installation. Install level and plumb. All installation shall be in conformance with the manufacturer's specifications. The Contractor shall adequately protect all work form damage by subsequent construction operations. Damaged work shall be replaced by Contractor and at Contractor's expense.

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

ITEM NO. 64 - 7' x 7' TREE GRATE

This item shall consist of furnishing and installing the tree grates shown on the Drawings in conformance with these Special Provisions.

The tree grates shall be provided, installed and maintained in conformance with the manufacturer's recommendations and these special provisions, and be of the type, color and size noted on the construction documents.

Locate all tree grates as indicated on the construction documents for Landscape Architect's approval prior to installation. Install level and plumb. All installation shall be in conformance with the manufacturuer's specifications. The Contractor shall adequately protect all work form damage by subsequent construction operations. Damaged work shall be replaced by Contractor and at Contractor's expense.

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

ITEM NO. 65 - IRRIGATION CONTROLLER ASSEMBLY

This item shall consist of furnishing and installing two (2) irrigation controller assemblies as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

Irrigation Controller Assembly Electrical Supply

Contractor shall provide all materials and connections to supply electrical power for irrigation controllers and pump stations.

Connection shall be made at approximate location(s) as indicated on the Electrical Drawings. The Contractor is responsible for minor changes caused by actual site conditions and for the coordination of all electrical service connections to the controller(s).

All electrical work and materials shall conform to local codes, ordinances and governing authorities having jurisdiction.

120-volt power connection to the automatic controller shall be provided by the Contractor. The Contractor shall provide all materials and connections to supply power to the controllers.

Irrigation Controller Assembly Installation and Assembly

Install per the irrigation details and manufacturer's specifications.

Controllers shall be securely mounted in the location as indicated on the Drawings or approved by the Landscape Architect in such a manner that all normal operations can be conveniently made by the operator.

The Contractor shall properly ground the controllers in accordance with local codes.

The contractor shall take all control wires to the controller and make all required connections for their installation.

All electrical and control wires installed above ground shall be placed in metal conduit or other approved materials and securely mounted. Pain conduit as per the Landscape Architect's directions and/or as indicated on the Drawings.

Irrigation Control Wires shall conform to Sections 10-48 and 36-12 of the Standard Specifications. Trench for irrigation control wires through existing lawn shall be twenty-four inches (24") deep. Trenching for irrigation control wires through existing paved areas shall conform to Section 34-9 of the Standard Specifications.

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

Spray Heads	-	Yellow Wire
Bubblers	-	Blue Wire
Common Wire	-	White Wire

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

ITEM NO. 66 - IRRIGATION MASTER VALVE

This item shall consist of furnishing and installing two (2) irrigation master valves as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

The irrigation master valve shall be of the same type, manufacturer, and size as indicated on the Drawings.

The irrigation master valves shall be normally open with a 24 V solenoid, of size and type as shown on the Drawings.

Install per the irrigation details and manufacturer's specifications.

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

ITEM NO. 67 - IRRIGATION FLOW SENSOR

This item shall consist of furnishing and installing two (2) irrigation flow sensors as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

The irrigation flow sensors shall be of the same type, manufacturer, and size as indicated on the Drawings.

Flow sensors shall be an insertion type with a nonmagnetic spinning impeller (paddle wheel) as the only moving part. The sensor shall operate in flow of one (1) foot per second up to thirty (30) feet per second. The sensor shall be as specified on the plans.

Flow sensor cable shall be constructed of 20 AWG or larger copper conductors twisted into pairs of verifying lengths to prevent crosstalk. Conductors shall be insulated with Polyethylene or Propylene with a suggested working voltage of 350 volts. The cable shall feature an aluminum-polyester shield and be finished with high density Polyethylene Jacket. The cable should be equivalent to Manhattan type M390109.

Flow sensor cable connectors shall be an Epoxy-type wire connector kit. Connectors should be equivalent to 3M DBY/DBR.

Install the sensor per the irrigation details and manufacturer's specifications.

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

ITEM NO. 68 - IRRIGATION GATE / ISOLATION VALVE

This item shall consist of furnishing and installing ten (10) irrigation gate valves as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

The irrigation gate / isolation valves shall be of the same type, manufacturer, and size as indicated on the Drawings.

Irrigation gate valves 2-1/2-inch and smaller shall be bronze with threaded ends and be 200 WOG and equipped with a bronze hand wheel, screw-in bonnet non-rising stem and solid wedge disc.

Irrigation gate valves 3-inch and greater in size shall be Class 125 iron body with bronze trim and flanged ends. Non-rising stem shall have a square operating unit.

Irrigation gate valve box shall be Carson Model #1419-12 with bolt down cover or approved equal. Install extension if required.

Install irrigation gate valves per the irrigation details and manufacturer's specifications.

Install irrigation gate valves where shown on Drawings. Locate, in valve boxes, 12 inches from walk, curb, mowband, etc., for easy access.

Install one irrigation gate valve per valve box. Provide extension units as required. Install valve boxes in shrub planting areas whenever possible.

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 irrigation gate / isolation valves as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 69 - IRRIGATION QUICK COUPLING VALVES

This item shall consist of furnishing and installing ten (10) irrigation quick coupling valves as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

The irrigation quick coupling valves shall be of the same type, manufacturer, and size as indicated on the Drawings.

Irrigation quick coupling valves shall have a brass two-piece body designed for working pressure of 125 P.S.I. operable with quick coupler. Key size and type shall be as shown on the Drawings.

Irrigation quick coupling valve box shall be Carson Model #910 with bolt down cover or approved equal. Install extension if required.

Install irrigation quick coupling valves per the irrigation details and manufacturer's specification.

Install irrigation quick coupling valves where shown on Drawings. Locate, in valve boxes, 12 inches from walk, curb, mowband in shrub planting areas whenever possible.

Install one irrigation quick coupling valve per valve box. Provide box extension units as required. Install valve boxes in shrub planting areas whenever possible.

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 irrigation quick coupling valves as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 70 - IRRIGATION ELECTRIC CONTROL VALVE

This item shall consist of furnishing and installing ten (10) irrigation controller assemblies as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

The irrigation electric control valves shall be of the same type, manufacturer, and size as indicated on the Drawings.

All irrigation remote control valves shall have a manual flow adjustment.

Install irrigation remote control valves per the irrigation details and manufacturer's specifications.

Install irrigation remove control valves where shown on Drawings. Locate valve boxes 12 inches from walk, curb, headerboard, etc., for easy access. Boxes shall be uniformly aligned and oriented relative to hardscape.

Install one (1) irrigation remote control valves per valve box. Provide extension units as required. Install valve boxes in shrub planting areas whenever possible.

Provide eighteen (18) inch expansion loop at all electrical connections within control valve boxes.

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 irrigation electric control valves as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 71 - IRRIGATION TREE WELL IRRIGATION ASSEMBLY

This item shall consist of furnishing and installing inline drip irrigation to each of the twenty-five (25) tree wells as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

The emitter line shall be polyethylene and have an in-line, pre-installed drip emitter every eighteen (18") inches. Each emitter shall be individually pressure compensating, self flushing and have a discharge rate of 0.92 gallons per hour.

Filter shall be a disc type with a minimum 140 mesh filtration.

Manual flush valves shall be of the same manufacturer, type, and size shown on the Drawings.

When backfilling dripperline, only use clean backfill free of rocks, the soil is not to be wet or muddy. Dripperline to be pressurized and inspected for leaks before backfilling.

The filter shall be installed per the Irrigation Details and manufacturer's recommendations.

The flush valve shall be installed per the Irrigation Details and manufacturer's recommendations.

The PVC sub-mains and dripperline shall be flushed clean of dirt, rocks, etc. prior to the installation of automatic flush valves and automatic air release valves.

Plastic Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition: All threaded fittings for PVC pipe shall be Schedule 80.

Lateral Line Pipe or pipe on the discharge side of the irrigation control valve shall be Class 200 solvent weld PVC pipe and shall conform to Section 10-44 of the Standard Specifications, except as previously amended.

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

ITEM NO. 72 - IRRIGATION BUBBLERS IN PLANTER AREAS

This item shall consist of furnishing and installing irrigation bubblers where and as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

All bubblers shall be of the same size, type-and deliver the same rate of precipitation with the diameter (or radius) of throw, pressure, and discharge as indicated on the Drawings.

Install the sprinklers as detailed on the Drawings. Irrigation bubblers to be installed in this work shall be as per approved submittals.

Spacing of bubblers shall not exceed that shown on the Drawings. In no case shall the spacing exceed the maximum recommended by the manufacturer.

Bubbler riser units shall be fabricated in accordance with the irrigation details.

Plastic Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition: All threaded fittings for PVC pipe shall be Schedule 80.

Lateral Line Pipe or pipe on the discharge side of the irrigation control valve shall be Class 200 solvent weld PVC pipe and shall conform to Section 10-44 of the Standard Specifications, except as previously amended.

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

ITEM NO. 73 - IRRIGATION/CONTROLLER WIRE SLEEVING

This item shall consist of furnishing and installing irrigation water line and controller wire sleeving as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

The locations of the irrigation water lines and sleeving shown on the Drawings are diagrammatic and may not be shown in the actual installation location on the Drawings.

Irrigation water line sleeves shall be PVC Schedule 40 pipe 2 times the diameter of pipe being sleeved.

Controller wire conduit shall be Gray PVC Schedule 40 electrical conduit ASTM F-512 size as required.

The Contractor shall coordinate the installation of sleeving with the work of other trades.

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

ITEM NO. 74 - PLANTING AREA BACKFILL

This item shall consist of furnishing and installing planting area backfill to a depth of three (3) feet as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 35 of the Standard Specifications and these Special Provisions.

The Contractor shall furnish all labor, material, equipment and services necessary to export existing topsoil, import and place new topsoil material (from an approved source) in the new planting areas. Exported topsoil shall be disposed of legally offsite at the Contractors expense. New topsoil material shall be clean, free of gravel, rubbish, debris, roots, grasses, weeds, stones or high concentrations of clay particles. Topsoil shall be friable sandy loam consisting of 70% sand, 20% loam and 10% clay. Acidity shall range between a pH of 6.5 to 7.5 with a minimum of 4% and a maximum of 25% organic matter. The Contractor shall provide an approved soil analysis test of the topsoil to the Engineer for approval prior to delivery of material to the construction site.

The work performed under this item will be measured by the **cubic yard in place** and will be determined on the basis of computed measurements. No additional compensation will be allowed.

Payment for this item shall be per cubic yard price bid for imported topsoil in place and shall include full compensation for furnishing all materials, tools, labor, equipment, testing, and doing all work necessary to remove the existing soil and replace with topsoil to construct this item complete in place, as s hown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 75 - TREE WELL BACKFILL

This item shall consist of furnishing and installing tree well backfill to a depth of four (4) feet as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 35 of the Standard Specifications and these Special Provisions.

The Contractor shall furnish all labor, material, equipment and services necessary to export existing topsoil, import and place new topsoil material (from an approved source) in the new planting areas. Exported topsoil shall be disposed of legally offsite at the Contractors expense. New topsoil material shall be clean, free of gravel, rubbish, debris, roots, grasses, weeds, stones or high concentrations of clay particles. Topsoil shall be friable sandy loam consisting of 70% sand, 20% loam and 10% clay. Acidity shall range between a pH of 6.5 to 7.5 with a minimum of 4% and a maximum of 25% organic matter. The Contractor shall provide an approved soil analysis test of the topsoil to the Engineer for approval prior to delivery of material to the construction site.

The work performed under this item will be measured by the **cubic yard <u>in place</u>** and will be determined on the basis of computed measurements. No additional compensation will be allowed.

<u>Payment</u> for this item shall be per cubic yard price bid for imported topsoil in place and shall include full compensation for furnishing all materials, tools, labor, equipment, testing, and doing all work necessary to remove the existing soil and replace with topsoil to construct this item complete in place, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 76 - TREE PLANTING

This item shall consist of furnishing and installing trees as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 35 of the Standard Specifications and these Special Provisions.

Plant material shall be as indicated on the Plans and as specified in Section 10-43 of the Standard Specifications.

Tree planting pit backfill material shall be as specified per LTP-3 test results from Sunland Laboratory (916-852-8557) or approved equal. Soil samples shall be taken and tested as specified:

Samples	**Sunland Test No. (or approved equal)**
Composite sample at 6"-12" depth	LTP-3

For bidding purposes only, the following tree planting pit backfill material may be used:

- Six (6) parts topsoil as specified in Section 14-5 of the Standard Specifications.

- Four (4) parts soil amendment as specified in Section 10-39 of the Standard Specifications.

- Fifteen (15) pounds of "Gro-Power", as sp ecified in the "Soil Preparation and Finish Grading of Landscape Areas" item, per cubic yard of topsoil and soil amendment mixture.

- Slow release seven (7) gram planting tablets containing the following percentages of nutrients by weight:

12%	Nitrogen
8%	Phosphoric Acid
8%	Potash

Planting tablets shall be placed adjacent to, but not in contact with, the rootball. Tablets shall be broken in half. Install tablets at the rate of two (2) tablets per one-gallon container or six (6) tablets per five-gallon container.

Weed Control – after planting, all landscape areas shall be complete watered to "set" all plant materials and shall be treated with "Pre-Emergent" or approved equal.

Linear Root Barriers shall be installed adjacent to all paving where tree planting occurs within 5' of hardscape. The barrier shall be installed for a distance of no less than 8' on center per tree.

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

ITEM NO. 77 - SHRUB PLANTING

This item shall consist of furnishing and installing shrubs as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 35 of the Standard Specifications and these Special Provisions.

Plant material shall be as indicated on the Plans and as specified in Section 10-43 of the Standard Specifications.

Shrub and groundcover planting pit backfill material shall be as specified per LTP-3 test results from Sunland Laboratory (916-852-8557) or approved equal. Soil samples shall be taken and tested as specified:

Samples	**Sunland Test No. (or approved equal)**
Composite sample at 6"-12" depth	LTP-3

For bidding purposes only, the following shrub and groundcover planting pit backfill material may be used:

- Six (6) parts topsoil as specified in Section 14-5 of the Standard Specifications.

- Four (4) parts soil amendment as specified in Section 10-39 of the Standard Specifications.

- Fifteen (15) pounds of "Gro-Power", as specified in the "Soil Preparation and Finish Grading of Landscape Areas" item, per cubic yard of topsoil and soil amendment mixture.

- Slow release seven (7) gram planting tablets containing the following percentages of nutrients by weight:

12%	Nitrogen
8%	Phosphoric Acid
8%	Potash

Planting tablets shall be placed adjacent to, but not in contact with, the rootball. Tablets shall be broken in half. Install tablets at the rate of two (2) tablets per one-gallon container or six (6) tablets per five-gallon container.

Weed Control – after planting, all landscape areas shall be complete watered to "set" all plant materials and shall be treated with "Pre-Emergent" or approved equal.

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

ITEM NO. 78 - SODDED TURF

This item shall consist of furnishing and installing sodded turf as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 35 of the Standard Specifications and these Special Provisions.

Finish grade of all planting areas shall be reviewed and approved by the Resident Engineer before proceeding with planting.

Soil in lawn areas adjacent to curbs or paved areas shall be graded so that after settlement, the soil will be one-half inch (1/2") below the top of curb or paving.

Sodded turf soil amendments shall be as specified per LTP-3 test results from Sunland Laboratory (916-852-8557) or approved equal. Soil samples shall be taken and tested as specified. The Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soil conditioner shall be cultivate into the top six inches (6") of the soil and thoroughly watered in. The Contractor shall provide proof of soil conditioner application to the Project Construction Inspector.

For bidding purposes only, the following may be used:

Soil Preparation Materials

Soil conditioner/fertilizer shall be 6-20-20 applied at 12 lbs. per 1000 square feet and soil sulfur applied at 1 lb. per 1000 square feet, or approved equal. Soil conditioner shall be a 90% bark based product, fir, and ¼" in size, treated with nitrogen having a 2-0-0 NPK ration applied at a rate of 3 yards per 1000 square feet.

Sod shall match existing turf species along the existing road. The Contractor shall submit sod mix sample to the City.

Sod shall be laid in staggered rows. Sod shall be neatly cut with sod-cutting tools. Sod shall be kept moist throughout the installation period and adequately watered immediately after installation.

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

ITEM NO. 79 - BARK MULCH

This item shall consist of furnishing and installing a 3" layer of Bark Mulch as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 35 of the Standard Specifications and these Special Provisions.

Bark mulch shall be evenly spread in all shrub and groundcover areas to a three-inch (3") finished depth as specified on the plans. Mulch shall be Large Walk-On bark, fibrous in nature, one-inch (1") minimum to three inch (3") maximum in length. Contractor shall submit a mulch sample to the Landscape Architect for approval at least forty-eight (48) hours prior to installation.

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

ITEM NO. 80 - DECOMPOSED GRANITE PAVING

This item shall consist of furnishing and installing decomposed granite to a depth of 4 (four) inches as shown on the Drawings.

The Contractor shall furnish all labor, material, equipment and services necessary to import and place decomposed granite in two lifts of 2 (two) inches for a total of 4 (four) inches.

The work performed under this item will be measured by the **square foot <u>in place</u>** and will be determined on t he basis of computed measurements. No additional compensation will be allowed.

<u>Payment</u> for this item shall be per square foot for import and install of decomposed granite and shall include full compensation for furnishing all materials, tools, labor, equipment, and doing all work necessary to remove the existing soil and replace with decomposed granite as directed by the Engineer.

ITEM NO. 81 - SOIL AMENDMENTS / FERTILIZER

This item shall consist of furnishing and installing soil amendments / fertilizer as shown on the Drawings in conformance with the applicable paragraphs of Sections 10 and 35 of the Standard Specifications and these Special Provisions.

In non-excavated areas, soil shall be compacted and settled by application of heavy irrigation to a minimum depth of eight (8) inches. At time of planting, the top six (6) inches of all areas to be planted shall be free of stones, stumps, or other deleterious matter one (1) inch in diameter or larger, and shall be free from all wire plaster, construction debris or similar objects that would be a hindrance to planting and maintenance.

The Contractor shall submit to the Engineer two (2) representative samples of specified soil amendment, conditioner and mulch material with current (within the last 60 days) analytical date from an approved laboratory source illustrating compliance for approval by the Engineer prior to delivery of any above mentioned material to the project site.

The Engineer reserves the right to take and analyze samples of materials for conformity to these specifications at any time. The Contractor shall furnish samples upon request by Engineer. Rejected materials shall be immediately removed from the site at Contractor's expense. Contractor shall pay the cost of testing of materials not meeting these specifications.

Finished grading shall insure proper drainage of the site.

Surface drainage shall be positive at no less than 1% to drain as indicated on Plans.

The Contractor shall dispose of excess or unacceptable soil from the site.

Site conditions shall be verified and any irregularities shall be noted that affect work of this bid item.

Soil preparation shall be as specified per LTP-3 test results from Sunland Analytical Laboratory (916 852-8557) or approved equal. Soil samples shall be taken and tested as specified:

Samples	**Sunland Test No. (or approved equal)**
Composite sample at 6”-12” depth	LTP-3

Soil preparation of planting areas shall also consist of uniformly spreading soil amendments and cultivating by means of a mechanical tiller into the top six (6) inches of topsoil.

All prepared soil shall be compacted and settled by application of irrigation to a minimum depth of twelve (12) inches.

For bidding purposes only, the Contractor may use the following Soil Amendment:

Soil Conditioner shall be Gro-Power Plus with humus (bacteria included based fertilizer and soil conditioner) with soil penetrate as manufactured by 'Gro-Power' or approved equal and shall consist of the following percents by weight:

5%	Nitrogen
3%	Phosphoric Acid
1%	Potash
50%	Humus
15%	Humic Acids

Soil Amendment

1. Nitrogen Stabilized Shavings: 0.56 to 0.84% N based on dry weight for fir bark mulch, treated with relative form of nitrogen (NH3).
   a. Particle Size: 95% - 100% passing 6.35 mm standard sieve.
      80% - 100% passing 2.38 mm standard sieve.
      10% - 20% passing 0.50 mm standard sieve.
   b. Salinity: The saturation extract conductivity shall not exceed 3.5 millimhos/centimeter at 25 degrees (25°) centigrade as determined by saturation extract method.
   c. Iron Content: Minimum 0.08% dilute acid soluble Fe on dry weight basis.
   d. Ash: 0 - 25% (dry weight)
   e. pH Range: 5.5 - 7.5
   f. Actual organic matter content: minimum of 280 pounds per cubic yard.

Soil Amendment Fertilizer

1. General NPK fertilizer which contains the following percents by weight:

6%	nitrogen
20%	phosphoric acid
20%	potash

2. Place two (2) cubic yards of soil amendment per one thousand (1,000) square feet of planting area, one hundred fifty (150) pounds of soil conditioner per one thousand (1,000) square feet of planting area, and Eighteen (18) pounds of soil amendment fertilizer per 1,000 square feet.

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

ITEM NO. 82 - LANDSCAPE MAINTENANCE (6 MONTHS)

This item shall consist of Landscape Maintenance for the landscape planted areas installed in this Contract as shown on the Drawings in conformance with Section 35-6 through 35-14 of the Standard Specifications and as amended by these Special Provisions.

Start of Maintenance Period shall conform to Section 35-11 of the Standard Specifications.

Watering shall conform to Section 35-9 of the Standard Specifications and these Special Provisions.

Plant Replacement shall conform to Section 35-10 of the Standard Specifications.

Between early November and March 8th, watering shall occur only once a week with a preference on weekends. The Contractor shall set-up watering time(s) to prevent "run off". For standard spray heads, watering should occur for no more than 5 minutes a week with additional start times as needed to ensure no "run off".

Starting on March 9th and through early November, landscapes can be watered twice a week but not between 10am and 7pm. Depending upon the vegetation and sprinkler application rate, the Contractor may need to water a total of 30-40 minutes a week. Again, watering times must be setup to prevent "run off".

The goal is to keep streetscapes alive while conserving water and eliminating run off.

William Granger, DOU Water Conservation Administrator, office: 916-808-1417; cell: 916-628-4853, has staff available to come meet with the Contractor and Engineer in the field to customize a watering schedule for the landscaping.

Plant Establishment Period or landscape Maintenance Period shall conform to Section 35-12 of the Standard Specifications and be amended as follows: The Landscape Maintenance Period shall be one hundred eighty (180) calendar days and shall begin on the date of the Start of Maintenance Period. Plant Establishment and Landscape Maintenance shall continue until final acceptance of the work.

Pre-Final Inspection shall conform to Section 35-13 of the Standard Specifications and be amended as follows: Seven (7) weeks after the Start of Maintenance Period, the Engineer and the Contractor shall conduct a pre-final inspection.

Final Inspection shall conform to Section 35-14 of the Standard Specifications. At the time of final acceptance of the work, all planted areas shall be weed free, as determined by the Engineer.

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

ITEM NO. 83 - STREETLIGHT INSTALLATION

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for a new streetlight system, service for irrigation controllers, and service for an obelisk light as indicated on the Plan sheets and these Special Provisions.

Included in the work shall be furnishing and installing streetlights, conduits, conductors, pull boxes, foundations, a p hotocell, a service pedestal, traffic control measures, incidentals, and all appurtenances shown on the Plans and called for in these Special Provisions.

The Contractor shall furnish two spare decorative streetlights including the poles, fixtures, luminaire arms and all appurtenances to the City. All spare lighting equipment shall be delivered to the City's corporation yard. The Contractor shall provide the equipment, as necessary, to safely unload and stockpile the material. The contractor shall contact Steve Krecek at (916) 808-8106 a minimum of 2 business days in advance to arrange for delivery.

Contractor shall supply and install lockable lids for the pull boxes. See Special Provisions for details.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved with installing the new streetlights, service for irrigation controllers, and service for an obelisk light as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

SECTION NO. 11 - ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

11.1 Decorative Street Light

The decorative street light shall be the dual-head Lumec Domus 50 Series or approved equal. Contractor shall supply and install dual head Lumec Domus 50 Series decorative street lights as shown on the plans.

The luminaire shall be Lumec DMS50 with 120 voltage, 65 watts, 4000K CCT and 49 LED (Model number is DMS50-70W64LED4K-LE3S-120-BKTX). The Bracket shall be PC (Model PC-2-PH8120/-BKTX). The Pole shall be SSMV8 (Model number SSM8V-20-BAS24(2)-GFI-BKTX).

Prior to City acceptance of a decorative street light for installation, Contractor shall submit to the City Engineer for approval information on the fixture, bracket, pole and driver as per Section 34-3 of the Standard Specifications.

11.2 Conduit Material

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

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

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

11.3 Conduit Installation

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

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

Conduits shall be installed by trenching or directional drilling method.

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

A. Trenching Method

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

1. Trenches in reconstructed roadways shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry and depth of conduit(s).

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

B. Directional Drilling Method

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

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

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

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

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

11.4 Conductors

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

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

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

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

11.5 Inspection

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

11.6 Metered Electrical Service

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

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

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

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

The enclosure shall be rain tight and dust tight. All welds shall be ground smooth and finished so that grind marks are not visible. A hinged dead front plate with cutouts for the handles of the breakers and the switch shall be provided in addition to a hinged outside door equipped with a draw latch suitable for padlocking. Galvanized anchor bolts shall be inside or outside the service pedestal as shown on the Plans.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. One single-pole, 120-volt alternating current branch circuit breakers for GFCI receptacle with 20-ampere trip and a rating of 10,000 amperes AIC at 120/240 volts. Breakers shall be Cutler-Hammer Quicklag C or approved equal.

5. One single-pole, 120-volt alternating current branch circuit breakers for obelisk light with 20-ampere trip and a rating of 10,000 amperes AIC at 120/240 volts. Breakers shall be Cutler-Hammer Quicklag C or approved equal.

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

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

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

9. One solid copper neutral bus.

10. Incoming terminals (landing lugs).

11. Solid neutral terminal strip.

12. Terminal strips for conductors within the cabinet.

11.7 Pull Boxes

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

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

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

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

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

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

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

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

h. Install pull box on top of crushed rock foundation. Adjust pull box to grade. The crushed rock foundation shall have a minimum of 12" in depth and continue to extend a minimum of 6" beyond the outside edge of the pull box. Compact crushed rock while maintaining integrity of conduit. Conduit and pull boxes shall not be damaged nor cracked.

i. All No. 5 and No. 6 Pull Boxes shall have steel security lids with locking key bolt.
   1) Pull Box Lid shall be manufactured by LockLid Secure Utility Enclosure Lids manufactured by Jensen MetalTech or approved equal. (#5 PB - Locklid 1324 Lid LL K-S TrxPlt Sac Glv; #6 PB – LockLid 1730 Lid LL K-SD TrxPlt Sac Glv)
   2) Lid shall be ¼" thick minimum galvanized steel.
   3) Lid shall be manufactured with slip resistant surface.
   4) Lid shall be non-traffic rated, unless otherwise specified.
   5) Lid shall be equipped with a lock mechanism which can be secured from the top of lid.
   6) Lock shall be recessed a1 inch diameter circle. Lock shall be a Secure Keyed Bryce Fastener, or approved equal.
   7) A steel welding plug shall be provided by the manufacturer to be inserted into the 1 inch diameter recessed lock. (Locklid # Plugs Sac Stl Plgs LkLd Lids, or approved equal).
   8) Lid shall be flush with top of pull box when the lid is completely secured and locked to the pull box.
   9) No. 5 pull boxes shall have a single cam locking system, or approved equal.
   10) No. 6 pull boxes shall have a double cam locking system, or approved equal.
   11) Lid shall have a grounding lug.
   12) Supply five sets of keys for the locks.
   13) Supply two sets of lifting tools for the lid.
   14) Lid shall be free of scratches, defects, and debris. Lids shall be installed new.

11.8 Wiring

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

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

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

SECTION NO. 12 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

Final Report of Utilization of Disadvantaged Businesses (Exhibit 17-E)
Disadvantaged Business Enterprises (DBE) Certification Status (Exhibit 17-O)
Form 1273 Language

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREV IOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VI, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VI of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BU SINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____

_____

2. Address of joint venture _____

_____

3. Phone number of joint venture _____

_____

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

_____

a. Describe the role of the MBE firm in the joint venture.

_____

_____

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

_____

5. Nature of the joint venture's business _____

_____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? ____

_____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

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

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

a. Financial decisions _____

_____

b. Management decisions, such as:

1. Estimating _____

_____

2. Marketing and sales _____

_____

3. Hiring and firing of management personnel ___

_____

4. Purchasing of major items or supplies _____

_____

c. Supervision of field operations _____

_____

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

Affidavit

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

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

Date _____

State of _____

County of _____

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

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

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

Notary Public _____

Commission expires _____

[Seal]

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

(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.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

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

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

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

Shall be fined under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

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

CEM-2402F (REV 02/2008)

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

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT $	

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

UDBE

NA--Native American

W-Woman

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

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

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

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts: **Original** - District Construction; **Copy**- Business Enterprise Program; **Copy**- Contractor; **Copy** Resident Engineer

Copy Distribution-Local Agency contracts: **Original** - District Local Assistance Engineer (submitted with the Report of Expenditure; **Copy**- District Local Assistance Engineer; **Copy**- Local Agency file

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: http://www.dot.ca.gov/hq/bep or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CP-CEM-2403(F) (New. 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE

PRIME CONTRACTOR	BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.
Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/ DECERTIFICATION DATE Letter attached
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE

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

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE

Distribution Original copy -DLAE
Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

Form CP-CEM 2403(F) (New 10/99)
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

SECTION NO. 13 - BID PROPOSAL FORMS

Bid Proposal Form
Bid Proposal Guarantee
Drug Free Workplace Policy and Affidavit
List of Subcontractors
Non-Discrimination in Employee Benefits Ordinance Certification
Minimum Qualifications Questionnaire
Equal Employment Opportunity Certification
Public Contract Code Section 10285.1 Statement
Public Contract Code Section 10162 Questionnaire
Public Contract Code Section 10232 Statement
Non Collusion Affidavit
Debarment and Suspension Certification
Nonlobbying Certification for Federal-Aid Contracts
Disclosure of Lobbying Activities Form and Instructions
Local Agency Bidder - DBE Commitment (Exhibit 15-G(1))
DBE Information – Good Faith Efforts (Exhibit 15-H)
Local Agency Bidder - DBE Information (Exhibit 15-G(2))
Excerpts from the California Labor Code Relating to Apprentices on Public Works
Duns Form
Green Contracting Survey
Title VI Language
Bidders List (Exhibit 12-G, Part I & II)

BID PROPOSAL CHECKLIST

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

Included Please (√)		Pages
☐	Bid Proposal Form	1 – 7
☐	Bid Proposal Guarantee	1 only
☐	Drug Free Work Place Certification	1 only
☐	List of Subcontractors	1 only
☐	Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
☐	Minimum Qualifications Questionnaire	1 – 6
☐	Equal Employment Opportunity Certification	1 only
☐	Public Contract Code Section 10285.1 Statement and Public Contract Code Section 10162 Questionnaire	1 only
☐	Public Contract Code Section 10232 Statement	1 only
☐	Non Collusion Affidavit	1 only
☐	Debarment and Suspension Certification	1 only
☐	Non-lobbying Certification for Federal-Aid Contracts	1 only
☐	Disclosure of Lobbying Activities Form and Instructions	1 - 2
☐	Local Agency Bidder – DBE Commitment (Exhibit 15-G)*	1 - 2
☐	DBE Information – Good Faith Efforts (Exhibit 15-H)*	1 only
☐	DUNS FORM	1 only
☐	Cost Breakdown for Lump Sum Electrical Items**	1 only

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

****Bidder generated document. See bid proposal for instructions.**

CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

TEICHERT CONSTRUCTION

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:

R STREET IMPROVEMENTS (16TH STREET TO 18TH STREET)
(T15068301)

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	PRECONSTRUCTION PHOTOGRAPHS	1	LS	$ 10,000.-	$ 10,000.-
2.	MOBILIZATION	1	LS	$ ~~61,000.-~~ 294,500.- DM	$ ~~61,000.-~~ 294,500.- DM
3.	EROSION, SEDIMENT AND POLLUTION CONTROL PLAN	1	LS	$ 61,000.-	$ 61,000.-
4.	CLEARING AND GRUBBING	1	LS	$ 50,000.-	$ 50,000.-
5.	ROADWAY EXCAVATION AND GRADING	1,140	CY	$ 102.-	$ 116,280.-
6.	POTHOLING BY EXCAVATION	20	EA	$ 987.-	$ 19,740.-
7.	CLASS I CONTAMINATED SOIL TO TRANSPORT AND DISPOSE	1,190	TON	$ 10.-	$ 11,900.-
8.	CLASS II CONTAMINATED SOIL TO TRANSPORT AND DISPOSE	1,190	TON	$ 10.-	$ 11,900.-
9.	RAIL TO REMOVE	4,130	LF	$ 17.-	$ 70,210.-
10.	FURNISH REPLACEMENT RAIL	115	33' PC	$ 378.-	$ 43,470.-

CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

Bid Proposal Revised Per Addendum No. 1

11.	RAILROAD TIES TO REMOVE AND DISPOSE	830	EA	$ 58.-	$ 48,140.-
12.	ADJUST TRACK TO GRADE	1,840	LF	$ ~~175.-~~ 239.-	$ ~~322,000.-~~ 439,760.-
13.	COBBLESTONES TO INSTALL	610	LF	$ 48.-	$ 29,280.-
14.	PORTLAND CEMENT CONCRETE ROADWAY TO CONSTRUCT	770	CY	$ 365.-	$ 281,050.-
15.	PORTLAND CEMENT CONCRETE RAISED WALKWAY TO CONSTRUCT	35,300	SF	$ 7.-	$ 247,100.-
16.	AGGREGATE BASE CLASS 2 TO PLACE	500	TON	$ 28.-	$ 14,000.-
17.	CEMENT TREATED BASE TO PLACE	2,590	CY	$ 39.50	$ 102,305.-
18.	ASPHALT CONCRETE (1/2" AGGREGATE) PAVEMENT TO PLACE	150	TON	$ 99.-	$ 14,850.-
19.	ASPHALT CONCRETE (3/4" AGGREGATE) PAVEMENT TO PLACE	210	TON	$ 105.-	$ 22,050.-
20.	PORTLAND CEMENT CONCRETE CONFORM TO CONSTRUCT	10	CY	$ 618.-	$ 6,180.-
21.	CURB AND GUTTER TYPE 2 TO CONSTRUCT	400	LF	$ 55.-	$ 22,000.-
22.	CURB TYPE 3 TO CONSTRUCT	30	LF	$ 51.-	$ 1,530.-
23.	6" CONCRETE COMMERCIAL DRIVEWAY TO CONSTRUCT	240	SF	$ 15.50	$ 3,720.-
24.	RAPID STRENGTH CONCRETE TO CONSTRUCT	140	CY	$ 575.-	$ 80,500.-
25.	TRUNCATED DOMES ON NEW RAMPS (36" X 48")	28	EA	$ 460.-	$ 12,880.-
26.	CHAIN LINK FENCE TO RESET	580	LF	$ 44.-	$ 25,520.-

27.	MAINTENANCE HOLE NO. 3 TO CONSTRUCT	8	EA	$ 4,125.-	$ 33,000.-
28.	SADDLE MANHOLE TO CONSTRUCT	2	EA	$ 6,500.-	$ 13,000.-
29.	EXISTING MAINTENANCE HOLE TO REMOVE	4	EA	$ 976.-	$ 3,904.-
30.	MAINTENANCE HOLE TO ADJUST TO GRADE	5	EA	$ 831.-	$ 4,155.-
31.	DRAIN INLET TO REMOVE	11	EA	$ 355.-	$ 3,905.-
32.	STORM DRAIN PIPE TO REMOVE	1,040	LF	$ 18.-	$ 18,720.-
33.	MODIFIED TYPE B DROP INLET TO CONSTRUCT	6	EA	$ 1,310.-	$ 7,860.-
34.	MODIFIED TYPE B DROP INLET WITH 4" HOOD OPENING TO CONSTRUCT	7	EA	$ 1,290.-	$ 9,030.-
35.	MODIFIED TYPE B DROP INLET WITH DEPRESSION APRON TO CONSTRUCT	5	EA	$ 1,695.-	$ 8,475.-
36.	10" STORM DRAIN PIPE TO INSTALL	320	LF	$ 66.-	$ 21,120.-
37.	12" STORM DRAIN PIPE TO INSTALL	50	LF	$ 104.-	$ 5,200.-
38.	15" STORM DRAIN PIPE TO INSTALL	740	LF	$ 77.-	$ 56,980.-
39.	SURVEY MONUMENT TO BE PRESERVED	4	EA	$ 525.-	$ 2,100.-
40.	UTILITY BOX TO ADJUST TO GRADE	3	EA	$ 225.-	$ 675.-
41.	WATER VALVE TO ADJUST TO GRADE	5	EA	$ 325.-	$ 1,625.-
42.	DIAMOND SWITCH PLATE TO ADJUST TO GRADE	1	EA	$ 6900.-	$ 6,900.-

43.	FIRE HYDRANT TO RELOCATE	1	EA	$ 2,700.-	$ 2,700.-
44.	FIRE DEPARTMENT CONNECTION TO RELOCATE	1	EA	$ 2,250.-	$ 2,250.-
45.	8" DIAMETER WATER MAIN TO INSTALL	80	LF	$ 81.-	$ 6,480.-
46.	12" DIAMETER WATER MAIN TO INSTALL	650	LF	$ 83.-	$ 53,950.-
47.	20" DIAMETER WELDED STEEL PIPE CASING TO INSTALL	120	LF	$ 770.-	$ 92,400.-
48.	1" WATER SERVICE TO INSTALL	2	EA	$ 5,600.-	$ 11,200.-
49.	8" DIAMETER GATE VALVE TO INSTALL	2	EA	$ 1,600.-	$ 3,200.-
50.	12" DIAMETER GATE VALVE TO INSTALL	1	LS	$ ~~2,550.-~~ 2,550.- 1,854	$ 2,550.-
51.	REMOVE ABANDONED UTILITY BOX	1	EA	$ 550.-	$ 550.-
52.	FIRE HYDRANT TO INSTALL	3	EA	$ 3,600.-	$ 10,800.-
53.	TRAFFIC SIGN TO PLACE	23	EA	$ 102.-	$ 2,346.-
54.	NEW POST TO INSTALL	12	EA	$ 122.-	$ 1,464.-
55.	SIGN TO REMOVE	1	EA	$ 91.-	$ 91.-
56.	SIGN TO RELOCATE	13	EA	$ 153.-	$ 1,989.-
57.	OBELISK TO INSTALL	1	EA	$ 38,000.-	$ 38,000.-
58.	HIGH PERFORMANCE TAPE PAVEMENT STRIPES TO PLACE	1,130	LF	$ 8.75	$ 9,887.50

CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

Bid Proposal Revised Per Addendum No. 1

59.	HIGH PERFORMANCE TAPE PAVEMENT MARKINGS TO PLACE	1,040	SF	$ 14.50	$ 15,080.-
60.	RAISED PAVEMENT MARKERS TO PLACE	90	EA	$ 2.40	$ 216.-
61.	6" CONCRETE MOW BAND	60	LF	$ 52.-	$ 3,120.-
62.	BICYCLE RACK	12	EA	$ 703.-	$ 8,436.-
63.	6' BENCH	14	EA	$ 3,400.-	$ 47,600.-
64.	7' X 7' TREE GRATE	25	EA	$ 4,700.-	$ 117,500.-
65.	IRRIGATION CONTROLLER ASSEMBLY	2	EA	$ 1,875.-	$ 3,750.-
66.	IRRIGATION MASTER VALVE	2	EA	$ 665.-	$ 1,330.-
67.	IRRIGATION FLOW SENSOR	2	EA	$ 735.-	$ 1,470.-
68.	IRRIGATION GATE / ISOLATION VALVE	3	EA	$ 305.-	$ 915.-
69.	IRRIGATION QUICK COUPLING VALVES	5	EA	$ 325.-	$ 1,625.-
70.	IRRIGATION ELECTRIC CONTROL VALVE	5	EA	$ 320.-	$ 1,600.-
71.	IRRIGATION TREE WELL IRRIGATION ASSEMBLY	1,230	SF	$ 1.60	$ 1,968.-
72.	IRRIGATION BUBBLERS IN PLANTER AREAS	860	SF	$ 2.60	$ 2,236.-
73.	IRRIGATION / CONTROLLER WIRE SLEEVING	1	LS	$ 11,000.-	$ 11,000.-
74.	PLANTING AREA BACKFILL.	100	CY	$ 56.-	$ 5,600.-

75.	TREE WELL BACKFILL	190	CY	$ 56.-	$ 10,640.-
76.	TREE PLANTING	25	EA	$ 406.-	$ 10,150.-
77.	SHRUB PLANTING	93	EA	$ 29.-	$ 2,697.-
78.	SODDED TURF	530	SF	$ 1.50	$ 795.-
79.	BARK MULCH	20	CY	$ 86.-	$ 1,720.-
80.	DECOMPOSED GRANITE PAVING	530	SF	$ 3.-	$ 1,590.-
81.	SOIL AMENDMENTS / FERTILIZER	2,620	SF	$ 0.15	$ 393.-
82.	LANDSCAPE MAINTENANCE (6 MONTHS)	6	MO	$ 1,950.-	$ 11,700.-
83.	STREETLIGHT INSTALLATION	1	LS	$ 214,135.-	$ 214,135.-
84.	12" FUSION WELDED STORM DRAIN PIPE TO INSTALL	150	LF	$ 115.-	$ 17,250.-

CONTRACTOR NAME: TOTAL $ 2,970,887.50

It is understood that this Bid Proposal is based upon completion of the Work within a period of **ONE HUNDRED AND EIGHTY (180) 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. Contract work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

The Contractor shall provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to Jose Ledesma, Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814, or by email at JLedesma@cityofsacramento.org .

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. #	1	DATE	August 6, 2014
Add. #	2	DATE	August 8, 2014
Add. #	3	DATE	August 12, 2014
Add #	4		August 15, 2014

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.

CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR:

By _____ (Signature)

Rick Czuleger,
(Print or Type)

Title Senior Estimator - North Region

Address 24207 County Road 100A
Davis, CA 95616

Telephone No. 530-406-4200

Fax No. 530-406-4299

Email Address rczuleger@teichert.com

Date 8/20/14

FOR CITY USE ONLY

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

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

Contractor's License No. 8 Type A, B, C16, C27, HAZ, ASB

Expiration Date 04/30/2015

Tax I.D. Nos.- Fed. 68-0174245 State California

City of Sacramento Business Operation Tax Certificate No. 100870
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE N/A Cert #_____ SBE N/A Cert #_____

UDBE N/A Cert #_____ M/WBE N/A Cert #_____

A. TEICHERT & SON, INC., 3500 American River Drive, Sacramento, California 95864

I, ANNE S. HASLAM, Secretary of A. TEICHERT & SON, INC., a California Corporation, which does business under the fictitious names of TEICHERT CONSTRUCTION, TEICHERT MATERIALS, TEICHERT AGGREGATES, TEICHERT READYMIX, TEICHERT BULK TRANSPORTATION, and ANGELO UTILITIES, as well as under its own name, certify that the following is a true and correct copy of a resolution unanimously passed and adopted by the Board of Directors of this corporation at a meeting held on August 7, 2013 and as amended at meetings held on August 23, 2013, September 3, 2013, September 30, 2013, October 31, 2013, May 9, 2014, June 13, 2014 and July 7, 2014:

RESOLVED, That

either	JUDSON T. RIGGS	President
or	MARY T. ROTELLI	Executive Vice President & Chief Operating Officer
or	RONALD L. GATTO	Executive Vice President, Chief Financial Officer & Assistant Secretary
and		
either	ANNE S. HASLAM	Secretary
or	KENNETH J. MCCURDY	Assistant Secretary

acting in combination, are authorized on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to sign, seal, acknowledge, verify and deliver deeds, deeds of trust, mortgages, pledges, transfers, promissory notes, and any other documents and instruments relating to the business and properties, real and personal, of this corporation;

RESOLVED FURTHER, That the following officers of this corporation:

Judson T. Riggs	President
Mary T. Rotelli	Executive Vice President & Chief Operating Officer
Ronald L. Gatto	Executive Vice President, Chief Financial Officer & Assistant Secretary
Dana M. Davis	Executive Vice President
David A. Swartz	Senior Vice President
Robert A. DeRuiter	Vice President
Thomas J. Griffith	Vice President
Mark R. Ingram	Vice President
Susan L. Mansfield	Vice President
Timothy B. Murphy	Vice President
Loran A. White	Vice President
John T. Cassidy	Controller
Anne S. Haslam	Secretary
Kenneth J. McCurdy	Assistant Secretary

are authorized, acting alone or in any combination, on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to execute and deliver proposals, bids, bonds, contracts, and agreements for construction work; and to do all other acts of a business nature that this corporation is empowered to do by law;

RESOLVED FURTHER, That the following employees of this corporation:

Daniel E. Brown	Director of Private Procurement
Rick Czuleger	Senior Estimator, North Region
Darryl Hansen	Senior Estimator, North Region
A. Ed Herrnberger	Area Manager, North Region
Clark J. Hulbert	Director, Project Management
Scott Lewis	Area Manager, North Region
Janez Seliskar	Chief Estimator, Fresno
Eric Stannard	Director of Public Procurement
Gordon Stout	Area Manager, Central Valley
John W. Thomassen	Senior Estimator, Central Valley

are designated as attorneys in fact of this corporation with full authority to execute proposals, bids, bonds, contracts, and agreements for construction work.

DATED: 8/20/14

Anne S. Haslam

Anne S. Haslam
Secretary of A. Teichert & Son, Inc.

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; T HE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: A. Teichert & Son, Inc dba Teichert Construction

BY: Eric Stannard — Eric Stannard - Director of Public Procurement **Date:** 8/20/14
Signature **Title**

Effects of violations: a. Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

City of SACRAMENTO

SUBCONTRACTORS LIST

To be eligible for award of this contract, the bidder shall list any business and all subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work/services listed. The inclusion of false information or the omission of required information will render the bid non-responsive. READ THE ABOVE REQUIREMENT CAREFULLY

SUBCONTRACTOR			
Name	Frank Medina General Engineering	Contact	Frank Medina
Address:	10096 Ahart Road	Phone	530-743-0744
City, State, Zip	Oroville, CA 95966	Dollar Value	24,360
Description of Services	Fencing	Contractor Lic. # (MANDATORY)	644373
SUBCONTRACTOR			
Name	May-Han Electric Inc. dba M&M Electric	Contact	Audrey Daugherty
Address:	1600 Auburn Blvd	Phone	916-929-0150
City, State, Zip	Sacramento, CA 95815	Dollar Value	214,135
Description of Services	Electrical	Contractor Lic. # (MANDATORY)	260 864
SUBCONTRACTOR			
Name	Pacific Boring	Contact	John Iles
Address:	PO BOX 727	Phone	559 864 9444
City, State, Zip	Caruthers, CA 93609	Dollar Value	47,250
Description of Services	Bore & Jack	Contractor Lic. # (MANDATORY)	553794
SUBCONTRACTOR			
Name	Pacific Neon	Contact	Ralph Cundiff
Address:	2939 Academy Way	Phone	916-927-0527
City, State, Zip	Sacramento, CA 95815	Dollar Value	35,805
Description of Services	Obelisk	Contractor Lic. # (MANDATORY)	303019
SUBCONTRACTOR			
Name	Striping Graphics	Contact	Rudy Lapera
Address:	501 Aaron Street	Phone	707-753-0812
City, State, Zip	Cotati, CA 94931	Dollar Value	31,775
Description of Services	Roadway Signs & Striping	Contractor Lic. # (MANDATORY)	576756

Add additional pages if necessary.

City of SACRAMENTO

SUBCONTRACTORS LIST

To be eligible for award of this contract, the bidder shall list any business and all subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work/services listed. The inclusion of false information or the omission of required information will render the bid non-responsive. READ THE ABOVE REQUIREMENT CAREFULLY

SUBCONTRACTOR			
Name	H&H ENGINEERING CONSTRUCTION, INC	Contact	DAVID KOCH
Address:	212 INDUSTRIAL DR.	Phone	209-983-0708
City, State, Zip	STOCKTON, CA. 95206	Dollar Value	$429,660.-
Description of Services	RAILROAD	Contractor Lic. # (MANDATORY)	482767
SUBCONTRACTOR			
Name	~~SUNWORLD, INC.~~	Contact	
Address:	~~989 EMPIRE MESA WY~~	~~Phone~~	
City, State, Zip	~~DIXON, CA. 95620~~	Dollar Value	
Description of Services	CEMENT TREATED BASE	Contractor Lic. # (MANDATORY)	
SUBCONTRACTOR			
Name	SUNWORLD, INC.	Contact	RAY BEER
Address:	989 EMPIRE MESA WY.	Phone	702-476-5353
City, State, Zip	HENDERSON, NV. 89011	Dollar Value	$72,800
Description of Services	LANDSCAPE	Contractor Lic. # (MANDATORY)	980815
SUBCONTRACTOR			
Name	~~GAMBLIN STEEL~~,	Contact	
Address:		Phone	
City, State, Zip		Dollar Value	
Description of Services		Contractor Lic. # (MANDATORY)	
SUBCONTRACTOR			
Name	WESTERN STABILIZATION	Contact	MIKE METZ
Address:	395 INDUSTRIAL WY.	Phone	707-670-8369
City, State, Zip	DIXON, CA 95620	Dollar Value	$62,216.-
Description of Services	CEMENT TREATED BASE	Contractor Lic. # (MANDATORY)	642928

(Add additional pages if necessary)

City of SACRAMENTO

SUBCONTRACTORS LIST

To be eligible for award of this contract, the bidder shall list any business and all subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work/services listed. The inclusion of false information or the omission of required information will render the bid non-responsive. READ THE ABOVE REQUIREMENT CAREFULLY

SUBCONTRACTOR			
Name	Camblin Steel	Contact	Jeff Jope
Address:	4175 Cincinnati Ave	Phone	916-644-1300
City, State, Zip	Rocklin, CA 95765	Dollar Value	79,120
Description of Services	reinforcing steel	Contractor Lic. # (MANDATORY)	218839
SUBCONTRACTOR			
Name		Contact	
Address:		Phone	
City, State, Zip		Dollar Value	
Description of Services		Contractor Lic. # (MANDATORY)	
SUBCONTRACTOR			
Name		Contact	
Address:		Phone	
City, State, Zip		Dollar Value	
Description of Services		Contractor Lic. # (MANDATORY)	
SUBCONTRACTOR			
Name		Contact	
Address:		Phone	
City, State, Zip		Dollar Value	
Description of Services		Contractor Lic. # (MANDATORY)	
SUBCONTRACTOR			
Name		Contact	
Address:		Phone	
City, State, Zip		Dollar Value	
Description of Services		Contractor Lic. # (MANDATORY)	

Add additional pages if necessary

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

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

A. Teichert & Son Inc. dba Teichert Construction

Name of Contractor

PO Box 1890 Davis, CA 95617-1890

Address

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

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

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

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

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

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

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

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

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

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

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

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

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

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

Signature of Authorized Representative

8/20/14
Date

Eric Stannard
Print Name

Director of Public Procurement
Title

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

  City of Sacramento
  Contract Services Unit
  5730 24th St, Bldg 1
  Sacramento, CA 95822

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

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

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

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

The included employee benefits are:

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

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

You May . . .

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

  City of Sacramento
  Contract Services Unit
  5730 24TH St, Bldg 1
  Sacramento, CA 95822

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

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 fom, 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:

License #8 Expires 04/30/2015

Classifications - A, B, C16, C27, HAZ, ASB

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 thr ee year average Workers' Compensation experience modification rate exceeding 1.1?

☐ Yes ☒ No

OR

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of $100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at Davis, Ca (Location), on 8/20/14 (Date).

Signature: [signature]

Print name: Eric Stannard

Title: Director of Public Procurement

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _X_

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

Public Contract Code 10232 Statement

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

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

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of Sacramento
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

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

2. Status of Federal Action:

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

3. Report Type:

☐ a. initial
b. material change

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

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

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

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

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

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

NOT APPLICABLE

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

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

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

13. Type of Payment (check all that apply)

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

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

(attach Continuation Sheet(s) if necessary)

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CITY/COUNTY OF Sacramento

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

Submit this form with the Executed Contract. If you fail to submit your D-U-N-S Number, the Department will not approve the contract

CONTRACT NUMBER: T15068301

CONTRACTOR NAME: A. Teichert & Son Inc. dba Teichert Construction

BUSINESS ADDRESS (D-U-N-S Number Location):

STREET: 3500 American River Drive

CITY: Sacramento

STATE: CA

ZIP CODE: 95864-5805

D-U-N-S Number: 80-197-1107

Contact Name: Eric Stannard - Director of Public Procurement

Telephone No: 530-406-4200

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.

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	VIN	License Plate	Vehicle Information			Engine Information				Annual Usage (miles)	Received Funding
			Make	Model	Year	Make	Model	Year	HP		
(ex)	*1XP5AAC35RG339402*	*1T45678*	*Kenworth*	*T-300*	*2002*	*Cummins*	*ISB*	*2002*	*250*	*35,000*	*No*

Voluntary Green Contracting Fleet Inventory List (Off-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan AQMD

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version is available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	Equipment Serial Number	Equipment Information				Engine Information				Annual Usage (hours)
		Make	Model	Type	Year	Make	Model	Year	HP	
(ex)	*48W34456*	*Caterpillar*	*631G*	*Scraper*	*2003*	*Caterpillar*	*3408E*	*2003*	*485*	*1,600*

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.

SECTION NO. 14 - CONTRACT FORMS

Agreement
Performance Bond
Payment Bond
Worker's Compensation Certification
Construction & Demolition Debris Recycling Requirements
Pay Request Application
Schedule of Values
Guarantee
NTP Sample

CITY OF SACRAMENTO
Department of Transportation
Engineering Services Division

BID PROPOSAL GUARANTEE

KNOW ALL MEN BY THESE PRESENTS,

That we, A. Teichert & Son Inc. dba Teichert Construction

as Principal, and Liberty Mutual Insurance Company

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

THE CONDITION OF THIS OBLIGATION IS SUCH
That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened in the Council Chambers at City Hall, Sacramento, California, on August 20, 2014 for the Work specifically described as follows:

R Street Improvements (16th to 18th Streets)
(PN: T15068301)

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

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

IN WITNESS THEREOF We have hereunto set our hands and seal this 13th day of August 2014.

A. Teichert & Son Inc. dba Teichert Construction	Liberty Mutual Insurance Company
PRINCIPAL	SURETY
P.O. Box 1890, Davis, CA 95617-1890	1340 Treat Blvd., Suite 550, Walnut Creek, CA 94597
Address	Address
By:	By: Erin Bautista
	Erin Bautista, Attorney-in-Fact
NOTARY	NOTARY

(Rev. 5-6-91)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Yolo

On August 4, 2014 (Date) before me, Jeanette Younger, Notary Public (Here Insert Name and Title of the Officer),

personally appeared ---- Eric Stannard ---------- (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.

JEANETTE YOUNGER
Commission # 2013479
Notary Public - California
Yolo County
My Comm. Expires Apr 17, 2017

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: Jeanette Younger
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: Bid Bond

Document Date: _____ Number of Pages: _____

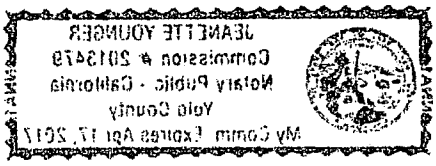
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

© 2010 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)

Item #5907


JEANETTE YOUNGER
Commission # 2015479
Notary Public - California
Yolo County
My Comm. Expires Apr 17, 2017

ACKNOWLEDGMENT

State of California
County of Santa Clara)

On August 13, 2014 before me, Jean L. Neu, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

JEAN L. NEU
Commission # 2056701
Notary Public - California
Santa Clara County
My Comm. Expires Mar 1, 2018

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6599933

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley N. Wright, Bryan D. Martin, Erin Bautista, Frances M. Murphy, Jean L. Neu

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of June 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of June 2014 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of August, 2014.

By: Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

AMENDMENT MODIFICATION SUMMARY - (E-76)

FEDERAL AID PROGRAM | **CALIFORNIA DEPARTMENT OF TRANSPORTATION**

DLA LOCATOR: 03-SAC-0-SAC
PREFIX: BRLS
PROJECT NO: 5002(134)
SEQ NO: 3
STATE PROJ NO: 03928987L
AGENCY: SACRAMENTO
ROUTE:
TIP DATA
MPO: SACOG
FSTIP YR: 13/14
STIP REF:
DISASTER NO:
BRIDGE NO'S: 24C0129

PROJECT LOCATION:
RIO LINDA BLVD. AT MAGPIE CREEK ~1.0 MILE N. OF I80 BR. NO. 24C-129
TYPE OF WORK:
BRIDGE REHABILITATION
FED RR NO'S:
PUC CODES:
PROJ OVERSIGHT: DELEGATED/LOCAL ADMIN
ENV STATUS / DT: DELEG TO STATE SEC 6004 11/21/2013
RW STATUS / DT:
INV RTE:
BEG MP:
END MP:

PREV AUTH / AGREE DATES:
PE: 07/21/2010
R/W:
CON:
SPR:
MCS:
OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
L1CE	10	15	M	SACRAMENTO	URBAN	
L1CE	20	16	M	SACRAMENTO	URBAN	

FUNDING SUMMARY

PHASE		PROJECT COST	FEDERAL COST	AC COST
PE	PREV. OBLIGATION	$800,000.00	$708,240.00	$0.00
	THIS REQUEST	$0.00	$0.00	$0.00
	SUBTOTAL	$800,000.00	$708,240.00	$0.00
R/W	PREV. OBLIGATION	$0.00	$0.00	$0.00
	THIS REQUEST	$200,000.00	$177,060.00	$0.00
	SUBTOTAL	$200,000.00	$177,060.00	$0.00
CON	PREV. OBLIGATION	$0.00	$0.00	$0.00
	THIS REQUEST	$0.00	$0.00	$0.00
	SUBTOTAL	$0.00	$0.00	$0.00
	TOTAL:	$1,000,000.00	$885,300.00	$0.00

STATE REMARKS

05/25/2010 New Project - Request for PE authorization.
07/01/2010 07/01/10: SEQ#1 - Request for authorization of PE; obligation of $442,650 L1CE. kbh
01/31/2012 01-31-2012: Cost adjustment, add $265,590 of L1CE Funds to the PE phase. HSB
02/06/2012 02/06/12: SEQ#2 - Request additional $265,590 HBP funds for PE. This is a post-programming change and funds were approved by the HBP coordinator. kbh
06/10/2014 SEQ 3 authorizing R/W via pro rata appropriation. Previously obligated funds are also pro rata appropriation.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: R/W
FOR: RW RFA
DOCUMENT TYPE: AMOD

PREPARED IN FADS BY: TON, MYHOA ON 05/29/2014 741-5113
REVIEWED IN FADS BY: YANG, ALBERT ON 06/10/2014 651-0015
SUBMITTED IN FADS BY: VONGJESDA, SUNATE ON 06/18/2014 FOR CALTRANS
PROCESSED IN FADS BY: HUEY, SHUN ON 06/19/2014 FOR FHWA
APPROVED IN FMIS BY: TASIA PAPAJOHN ON 06/20/2014

SIGNATURE HISTORY FOR PROJECT NUMBER 5002(134) AS OF 06/23/2014

FHWA FMIS 4.0 SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
2	SHUN HUEY	06/20/2014
	JEAN G. MAZUR	06/20/2014
	TASIA PAPAJOHN	06/20/2014
1	SHUN HUEY	02/17/2012
	GARY J. SWEETEN	02/17/2012
	TASIA PAPAJOHN	02/17/2012
0	JERILYNN FOGLE	07/15/2010
	DAVID A. TEDRICK	07/15/2010
	RODNEY WHITFIELD	07/21/2010

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AMEND/MOD	VONGJESDA, SUNATE	06/18/2014

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: City of Sacramento LOCATION: "R" Street from 16th St. to 18th St.

PROJECT DESCRIPTION: Reconstruction of "R" Street between 16th and 18th Streets

TOTAL CONTRACT AMOUNT: $ $2,970,887.50

BID DATE: 08/20/2014

BIDDER'S NAME: A. Teichert & Son Inc. dba Teichert Construction

CONTRACT DBE GOAL: 9%

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
26	Fencing	14717 exp 2/2/15	Frank Medina 10096 Albert Rd Oroville, CA 95966 530-743-0744	$24,360.00
various	Trucking	37869 exp. 9/3/19	West Coast Wreck & Trucking 3941 Park Dr Suite 202-231 El Dorado Hills, CA 95762 530-350-7323	$14,048
14	Supply dowel materials	34132 exp. 10/28/16	JC Supply 1612 S. Cucamonga Ave Ontario, CA 91761, 909-373-1773	$20,950.00

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Total Claimed DBE Participation $ See page 2 _____ %

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Jose R. Cedesma
Print Name
Local Agency Representative

Signature

8-27-14
Date

(Area Code) Telephone Number: 916-808-8195

Signature of Bidder

See page 2

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
(2) Copy – Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: City of Sacramento LOCATION: "R" Street from 16th St. to 18th St.

PROJECT DESCRIPTION: Reconstruction of "R" Street between 16th and 18th Streets

TOTAL CONTRACT AMOUNT: $ $2,970,887.50

BID DATE: 08/20/2014

BIDDER'S NAME: A. Teichert & Son Inc. dba Teichert Construction

CONTRACT DBE GOAL: 9%

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
83	Electrical	38278 exp. 3/6/16	Mayhan Electric dba M&M Electric 1600 Auburn Blvd Sacramento, CA 95815 916-929-0150	$ 214,135.00
varios	Concrete Pumping	38962 exp 10/15/15	K&G Concrete 2564 La Croix Dr. Roseville, CA 9566 916-774-0287	$ 797.50

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Total Claimed DBE Participation $ $ 274,290.50

9.23 %

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Jose R. Ledesma — Print Name
Local Agency Representative

[signature] — Signature

8-27-14 — Date

(Area Code) Telephone Number: 916-808-8195

[signature] — Signature of Bidder

8/26/14 — Date

530-406-4200 — (Area Code) Tel. No.

Rick Czuleger — Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
(2) Copy – Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	VIN	License Plate	Vehicle Information			Engine Information				Annual Usage (miles)	Received Funding
			Make	Model	Year	Make	Model	Year	HP		
(ex)	*1XP5AAC35RG339402*	*1T45678*	*Kenworth*	*T-300*	*2002*	*Cummins*	*ISB*	*2002*	*250*	*35,000*	*No*

Voluntary Green Contracting Fleet Inventory List (Off-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan AQMD

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

	City Bid Information
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version is available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	Equipment Serial Number	Equipment Information				Engine Information				Annual Usage (hours)
		Make	Model	Type	Year	Make	Model	Year	HP	
(ex)	*48W34456*	*Caterpillar*	*631G*	*Scraper*	*2003*	*Caterpillar*	*3408E*	*2003*	*485*	*1,600*

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.

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

SECTION NO. 14 - CONTRACT FORMS

Agreement
Performance Bond
Payment Bond
Worker's Compensation Certification
Construction & Demolition Debris Recycling Requirements
Pay Request Application
Schedule of Values
Guarantee
NTP Sample

AGREEMENT
(Construction Contract Over $25,000)

2014 SEP 9 PM 2 10
RECEIVED
CITY OF SACRAMENTO
DOT
ENGINEERING SVCS DIV

THIS AGREEMENT, dated for identification September 30, 2014 is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Teichert Construction, 2407 County Road 100A, Davis, CA 95616 ("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:

R Street Improvements (16th to 18th Street) Project (PN: T15068301)

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

_____

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

5. CONTRACT AMOUNT AND PAYMENTS

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

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

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

6. PROGRESS PAYMENTS

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

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

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

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

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

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

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

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

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 180 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 TWO THOUSAND DOLLARS ($2,000) 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 ta~~x 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
TEICHERT CONSTRUCTION
Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE 9/8/14

BY X _____
Ronald L. Gatto
Print Name
Executive Vice President, Chief Financial Officer &
Title Assistant Secretary

BY X _____
Thomas J. Griffith
Print Name
Vice President
Title
68-0174245
Federal ID#
1621395
State ID#
100870
City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
X Corporation
_____ Limited Liability Company
_____ Other (*please specify:*_____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
For: _____
City Manager

Original Approved As To Form:

_____
City Attorney

Attest:

_____
City Clerk

Form approved by City Attorney 2-6-12

A. TEICHERT & SON, INC., 3500 American River Drive, Sacramento, California 95864

I, ANNE S. HASLAM, Secretary of A. TEICHERT & SON, INC., a California Corporation, which does business under the fictitious names of TEICHERT CONSTRUCTION, TEICHERT MATERIALS, TEICHERT AGGREGATES, TEICHERT READYMIX, TEICHERT BULK TRANSPORTATION, and ANGELO UTILITIES, as well as under its own name, certify that the following is a true and correct copy of a resolution unanimously passed and adopted by the Board of Directors of this corporation at a meeting held on August 7, 2013 and as amended at meetings held on August 23, 2013, September 3, 2013, September 30, 2013, October 31, 2013, May 9, 2014, June 13, 2014 and July 7, 2014:

RESOLVED, That

either	JUDSON T. RIGGS	President
or	MARY T. ROTELLI	Executive Vice President & Chief Operating Officer
or	RONALD L. GATTO	Executive Vice President, Chief Financial Officer & Assistant Secretary
and		
either	ANNE S. HASLAM	Secretary
or	KENNETH J. MCCURDY	Assistant Secretary

acting in combination, are authorized on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to sign, seal, acknowledge, verify and deliver deeds, deeds of trust, mortgages, pledges, transfers, promissory notes, and any other documents and instruments relating to the business and properties, real and personal, of this corporation;

RESOLVED FURTHER, That the following officers of this corporation:

Judson T. Riggs	President
Mary T. Rotelli	Executive Vice President & Chief Operating Officer
Ronald L. Gatto	Executive Vice President, Chief Financial Officer & Assistant Secretary
Dana M. Davis	Executive Vice President
David A. Swartz	Senior Vice President
Robert A. DeRuiter	Vice President
Thomas J. Griffith	Vice President
Mark R. Ingram	Vice President
Susan L. Mansfield	Vice President
Timothy B. Murphy	Vice President
Loran A. White	Vice President
John T. Cassidy	Controller
Anne S. Haslam	Secretary
Kenneth J. McCurdy	Assistant Secretary

are authorized, acting alone or in any combination, on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to execute and deliver proposals, bids, bonds, contracts, and agreements for construction work; and to do all other acts of a business nature that this corporation is empowered to do by law;

RESOLVED FURTHER, That the following employees of this corporation:

Daniel E. Brown	Director of Private Procurement
Rick Czuleger	Senior Estimator, North Region
Darryl Hansen	Senior Estimator, North Region
A. Ed Herrnberger	Area Manager, North Region
Clark J. Hulbert	Director, Project Management
Scott Lewis	Area Manager, North Region
Janez Seliskar	Chief Estimator, Fresno
Eric Stannard	Director of Public Procurement
Gordon Stout	Area Manager, Central Valley
John W. Thomassen	Senior Estimator, Central Valley

are designated as attorneys in fact of this corporation with full authority to execute proposals, bids, bonds, contracts, and agreements for construction work.

DATED: 9/8/14

Anne S. Haslam

Anne S. Haslam
Secretary of A. Teichert & Son, Inc.

WORKER'S COMPENSATION CERTIFICATION

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: 9/8/14

Contractor TEICHERT CONSTRUCTION

By X

Signature

Thomas J. Griffith, Vice President

(Rev. 5-6-91)

GUARANTEE

We hereby guarantee the R Street Improvements from 16th to 18th Streets Project (PN: T15068301) 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: 9/8/14

Signed: X

Thomas J. Griffith
Printed Name

Teichert Construction
Company

4401 Duluth Avenue
Address

Rocklin CA 95765

(Rev. 5-6-91)

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of PUBLIC WORKS
Page 1 of 1

Bond No.: 070012235
Premium: $8,913.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to Teichert Construction, 2407 County Road 100A, Davis, CA 95616.

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

R Street Improvements (16th to 18th Street) Project (PN: T15068301)

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

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:
Liberty Mutual Insurance Company, 1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:
TWO MILLION NINE HUNDRED SEVENTY THOUSAND EIGHTY HUNDRED EIGHTY SEVEN DOLLARS FIFTY CENTS ($2,970,887.50), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 1, 20 14.

A. Teichert & Son Inc. dba Teichert Construction
(Contractor) (Seal)
By
Title Thomas J. Griffith, Vice President

Liberty Mutual Insurance Company
(Surety) (Seal)
By
Title Erin Bautista, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

Form approved by CAO 7-1-12

ACKNOWLEDGMENT

State of California
County of Santa Clara)

On September 4, 2014 before me, Jean L. Neu, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

JEAN L. NEU
Commission # 2056701
Notary Public - California
Santa Clara County
My Comm. Expires Mar 1, 2018

Signature _____ **(Seal)**

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6673263

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley N. Wright; Bryan D. Martin; Erin Bautista; Frances M. Murphy; Jean L. Neu

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of August, 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of August, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of September, 2014.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CITYOF SACRAMENTO
PAYMENT BOND
Department of PUBLIC WORKS
Page 1 of 1

Bond No.: 070012235
Premium: Incl. in Performance Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Teichert Construction, 2407 County Road 100A, Davis, CA 95616.

hereinafter called Contractor, a contract for construction of:

R Street Improvements (16th to 18th Street) Project (PN: T15068301)

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*):
Liberty Mutual Insurance Company, 1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of TWO MILLION NINE HUNDRED SEVENTY THOUSAND EIGHTY HUNDRED EIGHTY SEVEN DOLLARS FIFTY CENTS ($2,970,887.50), 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 October 1, 2014.

A. Teichert & Son Inc. dba Teichert Construction
(Contractor) (Seal)
By
Title Thomas J. Griffith, Vice President

Liberty Mutual Insurance Company
(Surety) (Seal)
By
Title Erin Bautista, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

ACKNOWLEDGMENT

State of California
County of Santa Clara)

On September 4, 2014 before me, Jean L. Neu, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

JEAN L. NEU
Commission # 2056701
Notary Public - California
Santa Clara County
My Comm. Expires Mar 1, 2018

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6673262

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley N. Wright; Bryan D. Martin; Erin Bautista; Frances M. Murphy; Jean L. Neu

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of August, 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of August, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of September, 2014.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2014

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

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

PRODUCER

Willis Insurance Services of California, Inc.
c/o 26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535-100
INSURER B: American Guarantee and Liability Insuranc	26247-100
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Teichert Construction
4401 Duluth Ave
Rocklin, CA 95765

COVERAGES CERTIFICATE NUMBER: 21996106 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		GLO3437182-12	4/1/2014	4/1/2015	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
	X XCU COVERAGE INCL						PERSONAL & ADV INJURY	$ 2,000,000
	X BFPD, CONTRACT						GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	POLICY X PRO-JECT X LOC						Excess of	$500,000 SIR
A	AUTOMOBILE LIABILITY	Y		BAP3437183-12	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY(Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY(Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Excess of	$500,000 SIR
B	UMBRELLA LIAB X OCCUR			CEO3437184-12	4/1/2014	4/1/2015	EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	EWS5345068-09	4/1/2014	4/1/2015	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

RE: R. Street Improvements (16th to 18th St) Project #T15068301 (Teichert #1701181)

Named Insured is a California qualified self-insurer registered under #1867-132-01 for Workers' Compensation. Policy #EWS5345068-09 provides Excess Workers' Compensation / Employer's Liability coverage excess of $1,000,000 SIR.

CERTIFICATE HOLDER

City of Sacramento
9151 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

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 629045

LOC#:

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Insurance Services of California, Inc.		Teichert Construction 4401 Duluth Ave Rocklin, CA 95765
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: R Street Improvements (16th to 18th St)/Project #T15068301 (Teichert #1701181)

City of Sacramento, its officials, employees and volunteers are included as Additional Insured as respects to General Liability and Automobile Liability, but solely in regards to work being performed by or on behalf of the Named Insured in connection with the job described herein.

It is understood and agreed that this insurance is primary and any other insurance maintained by the additional insured shall be excess only and not contributing with this insurance.

Waiver of Subrogation applies as respects Excess Workers Compensation per endorsement(s) attached as permitted by law.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 3437182-12	04/01/2014	04/01/2015				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:
Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

   However, if you have entered into a construction contract or construction agreement with an additional insured person or organization, the insurance afforded to such additional insured only applies to the extent permitted by law.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – **Coverage A – Bodily Injury And Property Damage Liability** and Section I – **Coverage B – Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

   and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of Paragraphs **A.** and **B.** above:

   1. We will not extend any insurance coverage to any additional insured person or organization:
      a. That is not provided to you in this policy; or
      b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
   2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
      a. The Limits of Insurance provided to you in this policy; or
      b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

   "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

   1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
   2. Supervisory, inspection, architectural or engineering activities.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

E. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph **4.a.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Copyright, Insurance Services Office, Inc., 1998

ZURICH

Waiver of Subrogation Endorsement

Insured:	Endorsement No.:
TEICHERT, INC.	
Policy No.:	**Effective Date of this Endorsement:**
EWS 5345068-09	

This endorsement modifies insurance provided by the following:

Excess **Insurance Policy for Self-Insurer of Workers Compensation and Employers Liability**

This policy is changed to provide:

Part Six - Condition G - Subrogation - Recovery From Others - gives us the right to recover all payments which we have made to you from anyone liable for loss. We agree to waive this right but only to the extent that you perform work under a written contract which requires you to obtain this agreement.

Countersigned: _____ _____

Authorized Signature

Notification to Others of Cancellation

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP3437183-12	04/01/2014	04/01/2015				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
	30

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Notification to Others of Cancellation

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3437182-12	04/01/2014	04/01/2015				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
City of Sacramento 915 I Street, Room 2000 Sacramento CA 95814	30

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Policy Number
GLO 3437182-12

SCHEDULE OF FORMS AND ENDORSEMENTS

Zurich American Insurance Company

Named Insured TEICHERT, INC.

Effective Date: 04-01-14
12:01 A.M., Standard Time

Agent Name WILLIS INS SERVICES OF CA, INC

Agent No. 18178-000

COMMON POLICY FORMS AND ENDORSEMENTS

U-GU-692-C CW	06-13	DISCL OF PREM. RELATING TO DISP. OF TRIA
U-GU-D-365-A	03-94	POLICY COMMON DECLARATIONS
U-GU-619-A CW	10-02	SCHEDULE OF FORMS AND ENDORSEMENTS
U-GU-319-F	01-09	IMPORTANT NOTICE - IN WITNESS CLAUSE
U-GU-621-A CW	10-02	SCHEDULE OF NAMED INSURED(S)
U-GU-406-A	07-94	INSTALLMENT PREMIUM SCHEDULE
U-GU-1016-A CW	06-10	KNOWLEDGE BY POSITION OR DEPARTMENT
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 02 70	09-12	CA CHANGES - CANCELLATION & NONRENEWAL
IL 00 03	09-08	CALCULATION OF PREMIUM

GENERAL LIABILITY FORMS AND ENDORSEMENTS

U-GL-1517-A CW	01-12	COLLCTN OR DISTRB OF MATRL OR INFO EXCL
U-GL-851-B CW	06-04	EMPLOYEE BENEFITS LIAB (OCCURRENCE) COV
U-GL-915-C CW	08-04	FELLOW EMPLOYEE COVERAGE ENDORSEMENT
U-GL-D-851-B CW	09-04	EMPLOYEE BENEFITS LIAB (OCCURRENCE) COV
U-GL-D-1115-B CW	09-04	COMMERCIAL GL COVERAGE PART DECLARATIONS
U-GL-1449-A CW	04-10	SELF INSURED RETENTION
U-GL-1364-A CW	09-08	FELLOW EMPL CVG-DESGNTD EMPLYS/POSITIONS
U-GL-1378-A CW	03-09	LIMITED COVERAGE/BLANKET WRAP-UP
CG 00 01	12-07	COMMERCIAL GENERAL LIABILITY COV FORM
CG 21 87	01-07	COND EXCL-TERR (DISP/FED TRIA ACT)
U-GL-1114-A CW	10-02	WATERCRAFT EXCLUSION AMENDMENT
U-GL-1114-A CW	10-02	RESULTING DAMAGE TO YOUR WORK
U-GL-1114-A CW	10-02	AMENDATORY SELF-INSURED RETENTION ENDT
U-GL-1054-A CW	12-01	UNINTENTIONAL FAILURE TO DISCLOSE HAZARD
U-GL-1060-D CW	09-09	CONTRACTORS LIABILITY ENDORSEMENT
UGL1171ACW	07-03	FUNGI OR BACTERIA EXCLUSION
U-GL-1175-E CW	04-12	ADL INSD A/MATIC OWNR,LESSEE,CONTRACT
U-GL-1178ACW	07-03	ASBESTOS EXCLUSION ENDORSEMENT
U-GL-872-B CW	04-09	PREMIUM & REPORTS AGREEMENT-COMP RATED
CG 32 34	01-05	CALIFORNIA CHANGES
U-GL-274-C MU	05-06	STOP GAP EMPLOYERS LIABILITY COVERAGE
U-GL-274-C 1 CW	12-04	STOP GAP EMPLOYERS LIABILITY
CG 02 24	10-93	EARLIER NOTICE OF CANC PROVIDED BY US
CG 04 37	12-04	ELECTRONIC DATA LIABILITY ENDORSEMENT
CG 20 02	11-85	ADDL INSD-CLUB MEMBERS
CG 20 07	07-04	ADDL INSD-ENGINEERS,ARCHITECTS OR SURVEY
CG 20 11	01-96	ADDL INSD-MANAGERS/LESSORS OF PREMISES
CG 20 12	05-09	ADDL INS-ST,GOV AGY,SUB,POL SUB-PERM
CG 20 15	07-04	ADDL INSD-VENDORS
CG 20 28	07-04	ADDL INSD-LESSOR OF LEASED EQUIPMENT
CG 20 32	07-04	ADDL INSD-ENGRS ARCHTS OR SURVEYORS
CG 21 35	10-01	EXCL-COV C-MEDICAL PAYMENTS
CG 21 45	07-98	EXCL-FIRE DAMAGE LEGAL LIABILITY
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 73	01-08	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 86	12-04	EXCL-EXTERIOR INSULATION & FINISH SYSTEM
CG 22 74	10-01	LIMITED CONTR LIABILITY COV FOR PERS/ADV
CG 22 79	07-98	EXCL-CONTRACTORS-PROF LIAB
CG 24 04	05-09	WAIVER OF TRANSFER RIGHTS OF RECOVERY

Policy Number
GLO 3437182-12

SCHEDULE OF FORMS AND ENDORSEMENTS

Zurich American Insurance Company

Named Insured TEICHERT, INC.

Effective Date: 04-01-14
12:01 A.M., Standard Time

Agent Name WILLIS INS SERVICES OF CA, INC

Agent No. 18178-000

CG 24 17	10-01	CONTRACTUAL LIABILITY - RAILROADS
CG 25 03	05-09	DESIGNATED CONSTRUCTION PROJECTS GENERAL
CG 25 04	05-09	DESIGNATED LOCATIONS GENERAL AGGREGATE
UGL904BCW	08-97	KNOWN LOSS AND LOSS IN PROGRESS EXCL

Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

Nancy D. Mueller

President

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1400 American Lane
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

YEAR **2012**

Withholding Exemption Certificate

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.)

CALIFORNIA FORM **590**

File this form with your withholding agent. (Please type or print)

Withholding agent's name: City of Sacramento

Payee's name: A.Teichert & Son Inc. dba Teichert Construction

Payee's ☐ SOS file no. ☐ SSN or ITIN ☑ CA corp. no. ☐ FEIN: 1 6 2 1 3 9 5

Address (number and street, PO Box, or PMB no.): 4401 Duluth Avenue

Apt. no./ Ste. no.:

City: Rocklin

State: C A

ZIP Code: 9 5 7 6 5

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

☑ **Corporations:**
The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

☐ **Partnerships or limited liability companies (LLC):**
The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**
The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Thomas Griffith, Vice President Daytime telephone no. 916-645-4800

Payee's signature ▶ X Date 9/8/14

For Privacy Notice, get form FTB 1131.

7061123

Form 590 C2 2011

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
A.Teichert & Son Inc. dba Teichert Construction

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4401 Duluth Avenue

City, state, and ZIP code

Requester's name and address (optional)
City of Sacramento
915 I Street, Room 2000
Sacramento CA 95814-2700

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
6 8 - 0 1 7 4 2 4 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 9/4/14

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

MUST BE POSTED IN CONSPICUOUS PLACE

100870

SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM Mo. Day Yr	TO Mo. Day Yr.
Business Name	TEICHERT CONSTRUCTION		
Business Address	3500 AMERICAN RIVER DR		
Owner	LOUIS V RIGGS	01/01/2014	12/31/2014
Type of Business	CONSTRUCTION CONTRACTOR		Expires
Tax Classification	401		

CITY OF SACRAMENTO

TEICHERT CONSTRUCTION
TAX DEPT
PO BOX 15002
SACRAMENTO, CA 95851

VOID
IF NOT
VALIDATED

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

100870

TOTAL
PAID $5,001.00

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of $250,000 or more:

1. **Definitions**. For purposes of this section, the following terms, words and phrases shall have the following meanings:

"Certified C&D sorting facility" means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

"Construction and demolition debris" or "C&D debris" means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

"Divert" or "diversion" means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

"Franchised waste hauler" means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

"Mixed C&D debris" means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

"Recyclable C&D debris" means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

"Recycling facility" means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

"Source-separated C&D debris" means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

"Waste log" means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan**. A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see **Attachment 3**), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of all bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City ($50-$250 for first offense, $251-$500 for second offense, and $501-$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email C&D@cityofsacramento.org

C&D Debris Waste Management Plan

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

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: _____ Engineering Estimate: _____
Contractor: _____ Phone: _____
Address: _____ 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.

C&D Debris Waste Log

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

Project address: _____

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

Date	Hauler	Material	Destination	Amount

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.
Material: Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.
Destination: Indicate the facility that received the material for disposal or recycling
Amount: Indicate the weight. If weight is not known, put volume.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES DIVISION
915 I Street, Room 2000
Sacramento, CA 95814

PAY REQUEST APPLICATION

PROJECT NAME: **R Street Improvements Project, 16th St to 18th St**

CONTRACTOR: *(per agreement)*

CONTRACTOR REMITTANCE ADDRESS:

PHONE NUMBER: ( )

INVOICE NO.: **T15068301-**

CITY PROJECT NUMBER: **T15068301**

PERIOD ENDING DATE:

ESCROW AGENT (Bank Name):

ESCROW#:

ESCROW AGENT REMITTANCE ADDRESS:

ORIGINAL CONTRACT AMOUNT:	
CHANGE ORDER NO. 1	
CHANGE ORDER NO. 2	
CHANGE ORDER NO. 3	
CHANGE ORDER NO. 4	
CHANGE ORDER NO. 5	
CHANGE ORDER NO. 6	
CHANGE ORDER NO. 7	
CHANGE ORDER NO. 8	
CHANGE ORDER NO. 9	
TOTAL CHANGE ORDERS:	
CONTRACT AMOUNT TO DATE:	
TOTAL WORK COMPLETED TO DATE:	
RETENTION WITHHOLDING TO DATE:	
LABOR COMPLIANCE WITHHOLDING TO DATE:	
STOP NOTICE WITHHOLDING TO DATE:	
LESS PREVIOUS PAYMENTS:	
AMOUNT DUE THIS INVOICE:	
TOTAL COMPLETED LESS RETENTION:	

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES DIVISION
915 I Street, Room 2000
Sacramento, CA 95814

PAY REQUEST APPLICATION

If the project is CDBG funded, or the prime contractor is a certified DBE or LBE, please check the applicable box & you do not need to fill out the section below. ☐ DBE Prime Contractor ☐ LBE Prime Contractor ☐ CDBG Funded

Fill out the columns labeled (B) and (C). Keep records of payments made, as you will be asked to furnish these at contract completion. The Pay Request Application will be considered incomplete unless this information is provided along with all other required documentation to support the request for payment. Attach additional sheets if necessary.

Check ☐ **DBE for FEDERALLY funded projects.**

Check ☐ **LBE for LOCALLY funded projects.**

Original amount pledged:	
Pledge Increase/Decrease to Include Change Order(s):	
Total amount pledged:	

LBE or DBE Sub-Contractor	Type of Work i.e. Grading, Trucking, etc...	Total Pledged Amount (A)	Total To Pay From Previous Pay Request (previous column E) (B)	Total Current Pay Request Amount To Pay to Sub-Contractor (C)	Total LBE or DBE Work Performed to Pay to Sub-Contractor (B+C)	Percentage Attained (all rows should reach 100% by end of contract) (B+C)/A
	Totals:					

Labor compliance (payrolls, etc.) is current and submitted for this Pay Request

Approved
By (Prime Contractor) _____ Date: _____
PRINT AND SIGN

Submit To: Department of Public Works
915 "I" Street, Room 2000
Sacramento, CA 95814
Attn: (ENTER CONSTRUCTION INSPECTOR's NAME HERE)

Approved
By (Resident Const. Inspector) _____ Date: _____
PRINT AND SIGN

Certified by Project Manager
By (Project Manager) _____ Date: _____
PRINT AND SIGN

Approved
By (Labor Compliance) _____ Date: _____
PRINT AND SIGN

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

	Data Updated Monthly
	Construction Inspector's Name.
	PM certifies that all information is correct.

SCHEDULE OF VALUES V5

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

Payment No. _____
Work Performed Thru _____

PROJECT NAME: R Street Improvements Project, 16th St to 18th St
CITY PROJECT NUMBER: T15068301
CONTRACTOR: (As per City Agreement)
REMITTANCE ADDRESS:
PHONE NUMBER: ( )
INVOICE NUMBER: T15068301-

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	Preconstruction Photographs	1	LS									1.00	
2	Mobilization	1	LS									1.00	
3	Erosion, Sediment and Pollution Control Plan	1	LS									1.00	
4	Clearing and Grubbing	1	LS									1.00	
5	Roadway Excavation and Grading	1,140	CY									1,140.00	
6	Potholing by Excavation	20	EA									20.00	
7	Class I Contaminated Soil to Transport and Dispose	1,190	TON									1,190.00	
8	Class II Contaminated Soil to Transport and Dispose	1,190	TON									1,190.00	
9	Rail to Remove	4,130	LF									4,130.00	
10	Furnish Replacement Rail	115	33' PC									115.00	
11	Railroad Ties to Remove and Dispose	830	EA									830.00	
12	Adjust Track to Grade	1,840	LF									1,840.00	
13	Cobblestones to Install	610	LF									610.00	
14	Portland Cement Concrete Roadway to Construct	770	CY									770.00	
15	Portland Cement Concrete Raised Walkway to Construct	35,300	SF									35,300.00	
16	Aggregate Base Class 2 to Place	500	TON									500.00	
17	Cement Treated Base to Place	2,590	CY									2,590.00	
18	Asphalt Concrete (1/2" Aggregate) Pavement to Place	150	TON									150.00	
19	Asphalt Concrete (3/4" Aggregate) Pavement to Place	210	TON									210.00	
20	Portland Cement Concrete Conform to Construct	10	CY									10.00	
21	Curb and Gutter Type 2 to Construct	400	LF									400.00	
22	Curb Type 3 to Construct	30	LF									30.00	
23	6" Concrete Commercial Driveway to Construct	240	SF									240.00	
24	Rapid Strength Concrete to Construct	140	CY									140.00	
25	Truncated Domes on New Ramps (36" x 48")	28	EA									28.00	
26	Chain Link Fence to Reset	580	LF									580.00	
27	Maintenance Hole No. 3 to Construct	8	EA									8.00	
28	Saddle Manhole to Construct	2	EA									2.00	
29	Existing Maintenance Hole to Remove	4	EA									4.00	

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
30	Maintenance Hole to Adjust to Grade	5	EA									5.00	
31	Drain Inlet to Remove	11	EA									11.00	
32	Storm Drain Pipe to Remove	1,040	LF									1,040.00	
33	Modified Type B Drop Inlet to Construct	6	EA									6.00	
34	Modified Type B Drop Inlet with 4" Hood Opening to Construct	7	EA									7.00	
35	Modified Type B Drop Inlet with Depression Apron to Construct	5	EA									5.00	
36	10" Storm Drain Pipe to Install	320	LF									320.00	
37	12" Storm Drain Pipe to Install	200	LF									200.00	
38	15" Storm Drain Pipe to Install	740	LF									740.00	
39	Survey Monument to Be Preserved	4	EA									4.00	
40	Utility Box to Adjust to Grade	3	EA									3.00	
41	Water Valve to Adjust to Grade	5	EA									5.00	
42	Diamond Switch Plate to Adjust to Grade	1	EA									1.00	
43	Fire Hydrant to Relocate	1	EA									1.00	
44	Fire Department Connection to Relocate	1	EA									1.00	
45	8" Diameter Water Main to Install	80	LF									80.00	
46	12" Diameter Water Main to Install	650	LF									650.00	
47	20" Diameter Welded Steel Pipe Casing to Install	120	LF									120.00	
48	1" Water Service to Install	2	EA									2.00	
49	8" Diameter Gate Valve to Install	2	EA									2.00	
50	12" Diameter Gate Valve to Install	1	LS									1.00	
51	Remove Abandoned Utility Box	1	EA									1.00	
52	Fire Hydrant to Install	3	EA									3.00	
53	Traffic Sign to Place	23	EA									23.00	
54	New Post to Install	12	EA									12.00	
55	Sign to Remove	1	EA									1.00	
56	Sign to Relocate	13	EA									13.00	
57	Obelisk to Install	1	EA									1.00	
58	High Performance Tape Pavement Stripes to Place	1,130	LF									1,130.00	
59	High Performance Tape Pavement Markings to Place	1,040	SF									1,040.00	
60	Raised Pavement Markers to Place	90	EA									90.00	
61	6" Concrete Mow Band	60	LF									60.00	
62	Bicycle Rack	12	EA									12.00	
63	6' Bench	14	EA									14.00	
64	7' x 7' Tree Grate	25	EA									25.00	
65	Irrigation Controller Assembly	2	EA									2.00	
66	Irrigation Master Valve	2	EA									2.00	

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
67	Irrigation Flow Sensor	2	EA									2.00	
68	Irrigation Gate / Isolation Valve	3	EA									3.00	
69	Irrigation Quick Coupling Valves	5	EA									5.00	
70	Irrigation Electric Control Valve	5	EA									5.00	
71	Irrigation Tree Well Irrigation Assembly	1,230	SF									1,230.00	
72	Irrigation Bubblers in Planter Areas	860	SF									860.00	
73	Irrigation / Controller Wire Sleeving	1	LS									1.00	
74	Planting Area Backfill	100	CY									100.00	
75	Tree Well Backfill	190	CY									190.00	
76	Tree Planting	25	EA									25.00	
77	Shrub Planting	93	EA									93.00	
78	Sodded Turf	530	SF									530.00	
79	Bark Mulch	20	CY									20.00	
80	Decomposed Granite Paving	530	SF									530.00	
81	Soil Amendments / Fertilizer	2,620	SF									2,620.00	
82	Landscape Maintenance (6 Months)	6	MO									6.00	
83	Streetlight Installation	1	LS									1.00	
84													
85													
86													
87													
88													
89													
		Original Contract Total:											
	Change Order #1 - See change order summary sheet for details												
	Change Order #2 - See change order summary sheet for details												
	Change Order #3 - See change order summary sheet for details												
	Change Order #4 - See change order summary sheet for details												
	Change Order #5 - See change order summary sheet for details												
		Sum of all Change Orders			$0.00	"Total Work to Date" From Previous Pay Req.		Current Work Total (this pay request)		Total Work to Date		Balancing Total of Adjusted Contract	$0.00
		CCO Adjusted Contract Amount (Original + Change Orders)			$0.00	Retention Withholding To Date From Prev Pay Req. 1st Pg		This Retention (current work) (5%)		Retention Withholding 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
		Partial Retention Release (Prior approval is needed before proceeding with partial rention release)				"Retention Released to Date" From Previous Pay Req.		Current Retention Release		Retention Released to Date			
		Labor Compliance Withholding				Withholding to Date from Previous Pay Req. 1st Pg		Current Labor Compliance Withholding (+) OR Release (-)		Labor Compliance Withholding To Date			
		Stop Notice Withholding				Withholding to Date from Previous Pay Req.1st Pg		Stop Notice Withholding (+) OR Release (-)		Stop Notice Withholding To Date			
						"Escrow Funds Released To Date" from Previous Pay Req.		Escrow Funds To Be Released From Escrow Holder (Bank)		Escrow Funds Released To Date			
						"Total Paid To Date to Contractor" from Previous Pay Req.		This Payment		Total Paid to Date to Contractor (including Escrow releases)			

	Information needed to be filled in from the corresponding blue lettered cell in the **previous** pay request.
	Manual Fill in Data
	Executed Contract Data or PM authorized amounts

SECTION NO. 15 - SCHEDULE OF WAGES DATED July 11, 2014

General Decision Number: CA140009 07/11/2014 CA9

Superseded General Decision Number: CA20130009

State: California

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

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

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

Modification Number	Publication Date
0	01/03/2014
1	01/10/2014
2	01/24/2014
3	03/07/2014
4	04/11/2014
5	05/23/2014
6	05/30/2014
7	06/06/2014
8	06/13/2014
9	06/20/2014
10	07/04/2014
11	07/11/2014

ASBE0016-001 01/01/2014

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 57.15	18.72
Area 2	$ 44.05	18.62

ASBE0016-007 01/01/2013

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	$ 31.13	6.95

BOIL0549-002 01/01/2013

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.	$ 42.06	33.43
(2) Remaining Counties.....	$ 38.37	31.32

BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER.....	$ 28.05	14.01

BRCA0003-004 05/01/2013

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	$ 36.48	19.59
AREA 2.....	$ 39.96	23.79

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2013

	Rates	Fringes

TERRAZZO FINISHER.....$ 33.15 13.93
TERRAZZO WORKER/SETTER.....$ 39.95 24.39

BRCA0003-010 04/01/2014

	Rates	Fringes
TILE FINISHER		
Area 1	$ 22.58	10.04
Area 2	$ 22.58	12.50
Area 3	$ 22.76	12.37
Area 4	$ 22.26	11.85
Tile Layer		
Area 1	$ 38.13	11.98
Area 2	$ 36.43	13.74
Area 3	$ 40.59	13.79
Area 4	$ 37.46	13.74

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2013

	Rates	Fringes
MARBLE MASON	$ 39.30	22.48

---

* CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 39.60	30.73
Diver standby	$ 44.56	30.73
Diver Tender	$ 43.56	30.73
Diver wet	$ 89.12	30.73
Manifold Operator (mixed gas)	$ 48.56	30.73
Manifold Operator (Standby)	$ 43.56	30.73

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

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

DIVING IN ENCLOSURES:

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

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

---

* CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver	$ 40.60	30.73

---

* CARP0035-001 07/01/2014

AREA 1: MARIN, NAPA, SOLANO & SONOMA

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

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

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 39.35	27.97
Area 3	$ 33.97	27.97
Area 4	$ 32.62	27.97
Drywall Stocker/Scrapper		
Area 1	$ 19.68	16.30
Area 3	$ 16.99	16.30
Area 4	$ 16.31	16.30

---

* CARP0035-009 07/01/2014

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53

Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP0035-010 07/01/2013

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Alpine, San Benito and Santa Cruz

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

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I	$ 22.96	17.52
Installer II	$ 19.53	17.52
Lead Installer	$ 26.41	18.02
Master Installer	$ 30.63	18.02
Area 2		
Installer I	$ 20.31	17.52
Installer II	$ 17.36	17.52
Lead Installer	$ 23.28	18.02
Master Installer	$ 26.91	18.02
Area 3		
Installer I	$ 19.36	17.52
Installer II	$ 16.59	17.52
Lead Installer	$ 22.16	18.02
Master Installer	$ 25.58	18.02

---

* CARP0046-001 07/01/2014

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 34.62	27.53
Journeyman Carpenter	$ 34.47	27.53
Millwright	$ 36.97	29.12

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

---

* CARP0046-002 07/01/2014

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

---

* CARP0152-003 07/01/2014

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

---

* CARP0180-001 07/01/2014

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53
Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

---

* CARP0751-001 07/01/2014

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw		

```
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 40.50            27.53
     Journeyman Carpenter........$ 40.35            27.53
     Millwright..................$ 40.45            29.12
-----------------------------------------------------------------
* CARP1599-001 07/01/2014

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


                                  Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 33.27            27.53
     Journeyman Carpenter........$ 33.12            27.53
     Millwright..................$ 35.62            29.12
-----------------------------------------------------------------
 ELEC0180-001 06/01/2014

NAPA AND SOLANO COUNTIES

                                  Rates          Fringes

CABLE SPLICER.....................$ 50.97         3%+20.13
ELECTRICIAN.......................$ 45.31         3%+20.13
-----------------------------------------------------------------
 ELEC0180-003 12/01/2013

NAPA AND SOLANO COUNTIES

                                  Rates          Fringes

Sound & Communications
     Installer...................$ 31.32         3%+15.30
     Technician..................$ 35.66         3%+15.30

SCOPE OF WORK INCLUDES-
  SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,
  Telephone); FIRE ALARM SYSTEMS [excluding fire alarm  work
  when installed in raceways (including wire and cable
  pulling) and when performed on new or major remodel
  building  projects or jobs],
  TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS
  SYSTEMS that transmit or receive information and/or control
  systems that are intrinsic to the above.

EXCLUDES-
  Excludes all other data systems or multiple systems which
  include control function or power supply;  excludes
  installation of raceway systems,  line voltage work,
  industrial work, life-safety systems (all  buildings having
  floors located more than 75' above the lowest  floor level
```

having building access); excludes energy management systems.

ELEC0340-002 12/01/2013

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

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 24.68	3%+12.85
Sound & Communications Technician	$ 28.38	3%+12.85

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered

(excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 12/01/2013

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

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 39.06	18.54
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

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

ELEC0401-005 07/01/2013

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

	Rates	Fringes
ELECTRICIAN	$ 37.00	14.62

ELEC0551-004 06/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 47.20	16.76

ELEC0551-005 12/01/2013

MARIN & SONOMA COUNTIES

	Rates	Fringes

Sound & Communications
Installer.....$ 31.32 16.23
Technician.....$ 35.66 16.36

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2013

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	$ 30.27	14.81

ELEC0659-008 02/01/2013

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	$ 51.09	4%+13.30
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	$ 45.62	4%+13.30
(3) Tree Trimmer.....	$ 32.07	4%+9.80
(4) Line Equipment Man.....	$ 45.62	4%+9.80
(5) Powdermen, Jackhammermen.....	$ 34.22	4%+9.80
(6) Groundman.....	$ 31.31	4%+9.80

ELEC1245-004 06/01/2013

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	$ 50.30	15
(2) Equipment specialist (operates crawler tractors, commercial motor		

vehicles, backhoes,
trenchers, cranes (50 tons
and below), overhead &
underground distribution
line equipment).....$ 40.17 14.56
(3) Groundman.....$ 30.73 13.48
(4) Powderman.....$ 44.91 13.48

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

---

ELEV0008-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 59.19	26.785

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

ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	$ 31.15	27.81
AREA 2:		
(1) Leverman.....	$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	$ 33.15	27.81

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

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

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

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

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

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

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

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

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

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

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

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 39.85	27.44
GROUP 2	$ 38.32	27.44
GROUP 3	$ 36.84	27.44
GROUP 4	$ 35.46	27.44
GROUP 5	$ 34.19	27.44
GROUP 6	$ 32.87	27.44
GROUP 7	$ 31.73	27.44
GROUP 8	$ 30.59	27.44
GROUP 8-A	$ 28.38	27.44
OPERATOR: Power Equipment (Cranes and Attachments -		

```
AREA 1:)
     GROUP 1
      Cranes.....................$ 40.73            27.44
      Oiler......................$ 33.76            27.44
      Truck crane oiler..........$ 37.33            27.44
     GROUP 2
      Cranes.....................$ 38.97            27.44
      Oiler......................$ 33.50            27.44
      Truck crane oiler..........$ 37.04            27.44
     GROUP 3
      Cranes.....................$ 37.23            27.44
      Hydraulic..................$ 32.87            27.44
      Oiler......................$ 33.26            27.44
      Truck Crane Oiler..........$ 36.77            27.44
     GROUP 4
      Cranes.....................$ 34.19            27.44
OPERATOR:  Power Equipment
(Piledriving - AREA 1:)
     GROUP 1
      Lifting devices............$ 41.07            27.44
      Oiler......................$ 31.81            27.44
      Truck crane oiler..........$ 34.09            27.44
     GROUP 2
      Lifting devices............$ 39.25            27.44
      Oiler......................$ 31.54            27.44
      Truck Crane Oiler..........$ 33.84            27.44
     GROUP 3
      Lifting devices............$ 37.57            27.44
      Oiler......................$ 31.32            27.44
      Truck Crane Oiler..........$ 33.55            27.44
     GROUP 4
      Lifting devices............$ 35.80            27.44
     GROUP 5
      Lifting devices............$ 34.50            27.44
     GROUP 6
      Lifting devices............$ 33.16            27.44
OPERATOR:  Power Equipment
(Steel Erection - AREA 1:)
     GROUP 1
      Cranes.....................$ 41.70            27.44
      Oiler......................$ 32.15            27.44
      Truck Crane Oiler..........$ 34.38            27.44
     GROUP 2
      Cranes.....................$ 39.93            27.44
      Oiler......................$ 31.88            27.44
      Truck Crane Oiler..........$ 34.16            27.44
     GROUP 3
      Cranes.....................$ 38.45            27.44
      Hydraulic..................$ 32.67            27.44
      Oiler......................$ 31.66            27.44
      Truck Crane Oiler..........$ 33.89            27.44
     GROUP 4
      Cranes.....................$ 36.43            27.44
     GROUP 5
      Cranes.....................$ 35.13            27.44
OPERATOR:  Power Equipment
(Tunnel and Underground Work
- AREA 1:)
     SHAFTS, STOPES, RAISES:
      GROUP 1....................$ 35.95            27.44
```

GROUP 1-A	$ 38.32	27.44
GROUP 2	$ 34.59	27.44
GROUP 3	$ 33.36	27.44
GROUP 4	$ 32.22	27.44
GROUP 5	$ 31.08	27.44
UNDERGROUND:		
GROUP 1	$ 35.85	27.44
GROUP 1-A	$ 38.32	27.44
GROUP 2	$ 34.59	27.44
GROUP 3	$ 33.26	27.44
GROUP 4	$ 32.12	27.44
GROUP 5	$ 30.98	27.44

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator,

on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

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

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

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator;

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

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

---

ALL CRANES AND ATTACHMENTS

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

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

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

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

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

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

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

--

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

---

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and

Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 29.64	25.71
AREA 2	$ 31.64	25.71
GROUP 2		
AREA 1	$ 26.04	25.71
AREA 2	$ 28.04	25.71
GROUP 3		
AREA 1	$ 21.43	25.71
AREA 2	$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 07/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 26.58	17.74
Ornamental, Reinforcing and Structural	$ 33.00	26.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 12/01/2013

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B	$ 19.66	9.02
LABORER (Lead Removal)		
Area A	$ 27.89	19.20
Area B	$ 26.89	19.20

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 29.09	19.57
GROUP 1	$ 28.39	19.57
GROUP 1-a	$ 28.61	19.57
GROUP 1-c	$ 28.44	19.57
GROUP 1-e	$ 28.94	19.57
GROUP 1-f	$ 28.97	19.57
GROUP 1-g (Contra Costa		

County).....$ 28.59 19.57
GROUP 2.....$ 28.24 19.57
GROUP 3.....$ 28.14 19.57
GROUP 4.....$ 21.83 19.57
See groups 1-b and 1-d under laborer classifications.
Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA B:)
Construction Specialist
Group.....$ 28.09 19.57
GROUP 1.....$ 27.39 19.57
GROUP 1-a.....$ 27.61 19.57
GROUP 1-c.....$ 27.44 19.57
GROUP 1-e.....$ 27.94 19.57
GROUP 1-f.....$ 27.97 19.57
GROUP 2.....$ 27.24 19.57
GROUP 3.....$ 27.14 19.57
GROUP 4.....$ 20.83 19.57
See groups 1-b and 1-d under laborer classifications.
Laborers: (GUNITE - AREA A:)
GROUP 1.....$ 29.35 19.57
GROUP 2.....$ 28.85 19.57
GROUP 3.....$ 28.26 19.57
GROUP 4.....$ 28.14 19.57
Laborers: (GUNITE - AREA B:)
GROUP 1.....$ 28.35 19.57
GROUP 2.....$ 27.85 19.57
GROUP 3.....$ 27.26 19.57
GROUP 4.....$ 27.14 19.57
Laborers: (WRECKING - AREA A:)
GROUP 1.....$ 28.39 19.57
GROUP 2.....$ 28.24 19.57
Laborers: (WRECKING - AREA B:)
GROUP 1.....$ 27.39 19.57
GROUP 2.....$ 27.24 19.57
Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 28.14 19.57
(2) Establishment Warranty
Period.....$ 21.83 19.57
Landscape Laborer (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA B:)
(1) New Construction.....$ 27.14 19.57
(2) Establishment Warranty
Period.....$ 20.83 19.57

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;

Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be

salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-002 07/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.52	16.53

LABO0185-005 07/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.10	16.53
GROUP 2	$ 33.87	16.53
GROUP 3	$ 33.62	16.53
GROUP 4	$ 33.17	16.53
GROUP 5	$ 32.63	16.53
Shotcrete Specialist	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-002 07/01/2013

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 27.64	18.74
Traffic Control Person I....	$ 27.94	18.74
Traffic Control Person II...	$ 25.44	18.74

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 07/01/2013

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 34.10	16.53
GROUP 2.....	$ 33.87	16.53
GROUP 3.....	$ 33.62	16.53
GROUP 4.....	$ 33.17	16.53
GROUP 5.....	$ 32.63	16.53
Shotcrete Specialist.....	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2013

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.77	16.53

LABO0324-004 07/01/2013

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 26.64	18.74
Traffic Control Person I	$ 26.94	18.74
Traffic Control Person II	$ 24.44	18.74

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 07/01/2013

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.10	16.53
GROUP 2	$ 33.87	16.53
GROUP 3	$ 33.62	16.53
GROUP 4	$ 33.17	16.53
GROUP 5	$ 32.63	16.53
Shotcrete Specialist	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2013

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 31.95	16.53

LABO1414-005 08/07/2013

	Rates	Fringes
Plasterer tender	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-004 01/01/2013

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes

Painters:.....$ 33.86 20.26

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 01/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 36.24	18.67

PAIN0016-007 01/01/2013

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	$ 29.06	15.98

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2013

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes

SOFT FLOOR LAYER.....$ 44.87 17.98

PAIN0169-004 01/01/2013

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER	$ 41.88	21.59

---

* PAIN0567-001 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller	$ 23.16	10.38
Spray Painter & Paperhanger	$ 24.01	10.38

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

---

* PAIN0567-007 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	$ 25.81	11.68

PAIN0567-010 07/01/2013

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including

Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper	$ 27.07	11.14
(2) Steeplejack - Taper, over 40 ft with open space below	$ 28.57	11.14

PAIN0767-004 01/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 32.24	19.88

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2013

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 28.27	11.65
GROUP 2	$ 28.60	11.65
GROUP 3	$ 26.96	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2013

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at

Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 28.25	16.73

PLAS0300-003 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	$ 32.82	15.10
AREA 355: Marin, Napa & Sonoma Counties.....	$ 32.82	15.30

PLAS0300-005 06/30/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 30.00	23.66

PLUM0038-002 07/01/2013

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding hgih-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	$ 62.00	42.39
(2) All other work - NEW CONSTRUCTION RATE.....	$ 62.00	42.39

PLUM0038-006 07/01/2013

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	$ 52.70	31.45

PLUM0228-001 01/01/2014

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	$ 34.50	25.24

---

* PLUM0343-001 07/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	$ 30.60	19.40
All Other Work.....	$ 48.00	30.05

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 01/01/2011

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	$ 34.60	10.50

PLUM0355-001 07/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,

NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 28.55	8.30

PLUM0442-003 01/01/2014

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 35.00	24.99

PLUM0447-001 07/01/2013

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 41.77	22.35
Light Commercial Work	$ 32.23	17.22

ROOF0081-006 08/01/2011

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 33.16	10.90

ROOF0081-007 08/01/2012

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 32.33	11.97

SFCA0483-003 01/01/2014

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 52.42	25.62

SFCA0669-003 07/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 34.19	19.37

SHEE0104-006 07/01/2013

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 51.30	35.96
All other work	$ 52.80	34.46

SHEE0104-009 07/01/2013

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 38.43	29.31

SHEE0104-010 07/01/2013

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 35.87	26.88

SHEE0104-011 07/01/2013

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only)	$ 38.43	29.31

SHEE0104-014 07/01/2013

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 52.80	34.46

SHEE0104-019 07/01/2013

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 29.54	27.16
Mechanical Jobs over $200,000	$ 38.43	29.31

TEAM0094-001 07/01/2014

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 27.96	24.28
GROUP 2	$ 28.26	24.28
GROUP 3	$ 28.56	24.28
GROUP 4	$ 28.91	24.28
GROUP 5	$ 29.26	24.28

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit

mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the

four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

SECTION NO. 16 - LABOR COMPLIANCE

City of SACRAMENTO

LABOR COMPLIANCE REQUIREMENTS

A summary of the labor compliance requirements will be presented at the pre-construction meeting. However, please read the attached documents relating to the labor compliance requirements and expectations for this project. You will be required to sign the labor compliance acknowledgment at the pre-construction meeting if you are awarded the project. For any questions regarding these requirements, please contact Jose R. Ledesma at jledesma@cityofsacramento.org, or Brenda Kee at bkee@cityofsacramento.org.

Each contractor and subcontractor (at all levels/tiers) 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 through 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, currently LCPTracker.

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 may be capable of generating a 'comma delimited file' that will interface with the software. If the 'comma delimited file' option does not work, it is still the responsibility of the contractor and subcontractors to manually enter their data into LCPtracker, meeting the required deadlines for those documents.

This requirement 'flows down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

SACRAMENTO

Labor Compliance Requirements

DATE:
JOB:
PROJECT #

Contract Administrator:
Labor Compliance Officer:
Project Manager:
Inspector:
Prime Contractor:

In accordance to City of Sacramento Ordinance Section 360.180 the following is to comply with the City of Sacramento prevailing wage provision and contract provisions.

> The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. Owner Operators are not exempt from this requirement (LC § 1777.5). Current Prevailing Wage Rates can be accessed at ttp://www.dir.ca.govh/dlsr/pwd. NOTE: *The first bid advertisement date of the project determines the applicable wage for this project. Please check your bid advertisement date to make sure you are using the correct determination. Superseded prevailing wage determinations can be obtained at http://www.dir.ca.gov/oprl/main.htm.*
>
> Prevailing wage rates and rate changes are to be posted at the job site for workers to view.
>
> *If Federal Funded: Davis/Bacon prevailing wage rates apply, unless State prevailing wage rates are required.*

Prevailing Wage Requirements

- ❑ All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: Labor Code 1774*
- ❑ Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of $25 per day per worker. *References: Labor Code 1810-1815*
- ❑ Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.
- ❑ When required shift differential rates must be paid for classifications which include a shift determination.
- ❑ **State Prevailing Wage Determinations**
  * Single asterisk indicates that this wage determination can be used for the life of the contract.
  **Double asterisk indicates that this wage determination includes predetermined increases.
- ❑ Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll

- ⇨ The contractor must make applicable travel and subsistence payments in accordance with information on file with the Department of Industrial Relations (DIR) for classifications utilized. Call the Prevailing Wage Unit at (415) 703-4774 or available at: (415) 703-4774 or available at: http://www.dir.ca.gov/dlsr/PWD/index.htm *Reference: Labor Code 1773.1*

- ❑ Contractors violating prevailing wage requirements are subject to a penalty of up to $200 per day per worker, paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. *References: Labor Code 1775 and 1742.1*

Apprentices

- ❑ All requirements of the State Labor Code, Section 1777.5 apply including the following:
  - ⇨ Submit Division of Industrial Relations form DAS-140, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. The form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm

    Submit Division of Industrial Relations form DAS-142- Request for Dispatch of Apprentices (Prime and Sub-Contractors.)
  - ⇨ Training fees MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement. **CAC-2 Form and are due monthly by the 15th.**

    Training Fund Contribution Letter -are **due monthly by Prime and Sub- Contractors.** (If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPTracker.net)
  - ⇨ Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.

- ❑ Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. *References: Labor Code 1777.5; Contract Provision*

- ❑ Complaints or violations regarding apprentice ratios will be referred to DAS. *Reference: CCR 16434*

Certified Payroll Records

- **Certified Payroll Reports *(CPR)*** Input into LCPTracker.net. **Due within ten (10) days of pay period end date**. CPR's shall contain the same information for compliance with ***LC § 1776.*** Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPTracker.net under edocs) Reminder: wage increase for Master Agreements usually occurs on 06/15 and 06/29 or 06/30.

- **Negative Payroll Report Due within ten (10) days of pay period end date** if there is five (5) or more consecutive non-work days within any single pay period.

- **Fringe Benefit Statement: Form 420 (Located on LCPTracker.net under edocs)** Paid in cash or contributions to plans/programs are **due with first certified payroll report and anytime the fringe benefits change.** Please breakdown all fringes paid to employee and to what program they are being paid to. Documentation that the amount stated on the fringe benefit statement is being paid on the employees behalf may be requested for validation. If fringes are paid in cash please list a breakdown of those cash amounts.

- **Other Deductions** –Need to be detailed on the CPR and must be expressly authorized in writing by the employee or collective bargaining agreement.

Listing of Subcontractors

Contractors and subcontractors are required to list all suppliers and tier subcontractors hired to perform work on a public works project (in accordance to contract standard specification).

- ❑ The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work in excess of one-half of one percent of the total bid amount or $10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. The prime must use those subs as listed at bid time unless a **written substitution is requested and approved in writing** by the Contracts Specialist and Project Manager **before** substitution.
  References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work
- ❑ *Subcontracting Request*, Prime Contractor update the Form 300 (List of Subcontractors & Suppliers) before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.
- ❑ The prime contractor is responsible for work performed and compliance met by subcontractors and owner-operators.
- ❑ Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board.
  Reference: Public Contract Code 4110-4111

List of Subcontractors & Suppliers: Form 300 (Located on LCPTracker.net under edocs)
Per Government Section 4100 et seq; prohibition against unfair competition Business & Professions Code Section 17200-17208, you must list suppliers and the amount of their product (s). Form is due within ten (10) days of pre-construction meeting.

Pay Requests

The Labor Compliance Officer shall notify the contractor and the Project Manager of noncompliance and labor issues prior to pay requests approval. You must submit a current schedule of values with each **pay** request and **you must have all labor compliance requirements met before submitting a pay request. Failure to meet the labor compliance requirements will result in your pay request being denied and returned to you for full compliance.** Pay request must be submitted to the inspector for his/her review first. The inspector will then forward the request to the Project Manager and the Labor Compliance Officer for their review.

Completion of Project

- **Contractor Notification of Completion:** ***Form 264*** must be submitted into LCP Tracker, due upon completion of all punch list items established during final job walk.

All of these forms discussed in this document are located on LCPTracker.net under the eDocuments tab.

In accordance with city policy and contract documents, the undersigned contractor herein certifies that it will comply with the foregoing prevailing wage requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

_____	_____	_____
Contractor Signature	**Title**	**Date**

CITY OF SACRAMENTO

City of
SACRAMENTO

LABOR COMPLIANCE HANDBOOK 2014

PUBLIC WORKS LABOR PROJECTS – LABOR COMPLIANCE

Revised 4-25-14

City of SACRAMENTO

City of Sacramento

Labor Compliance

Introduction

Contractors who are awarded contracts on City of Sacramento public works projects are subject to State and Federal Laws and regulations governing the payment and reporting of wages, the use of apprentices, and other applicable labor standards provisions. The City of Sacramento monitors prime contractors' and subcontractors' compliance with labor standards by collecting certified payroll records; conducting on-site interviews of works at the construction sites; when appropriate, audits of contractors' records; and engaging in other activities, as necessary, to ensure labor compliance. Labor Compliance officers make preconstruction presentations to inform contractors of their obligations to comply with labor standards provisions.

CITY OF SACRAMENTO LABOR COMPLIANCE STAFF

Kirsten Wise, Labor Compliance Analyst
Department of General Services
kwise@cityofsacramento.org
916-808-4011

Brenda Kee, Contracts and Labor
Compliance -Department of Public Works
bkee@cityofsacramento.org
916-808-1923

Jose Ledesm, Contracts and Labor
Compliance-Department of Public Works
jledesma@cityofsacramento.org
916-808-8195

Renee Graves, Contracts and Labor
Compliance- Department of Utilities
rgraves@cityofsacramento.org
916-808-1465

City of
SACRAMENTO

Revised 4-24-14

STATE WAGE DETERMINATION

Web Site

The State Wage Determination can be found on-line by accessing the following web site:

http://www.dir.ca.gov/OPRL/pwd/

For additional information you may contact:

Division of Labor Statistics and Research (DLSR) (415) 703-4774

The State Wage Determinations list the basic crafts, (operating engineers, carpenters, laborers, etc.) by location; most sub trades (electricians, plumbers, etc.) are by county *(In the event of multiple funding sources, a comparison of the state and federal determination must be made and the higher wage rate must be applied)*

Our office will be glad to send you a copy of the wage determination, direct you to the appropriate website or answer any questions you may have. You may contact any of the compliance staff member's by referring to the previous contacts page.

Issue Date:

The State Wage Determinations are published twice a year; **February 22** and **August 22**, to reflect updated wage increases incurred. Please be cognizant that increase dates do vary.

Single Asterisk **(Good for life of project)**

Example: Expiration Date of Determination: June 27, 2008*

* Effective until superseded by new determination issued by the Director of Industrial Relations. Contact Division of Labor Statistics and Research (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.

Double Asterisks **(Indicates expiration date & a wage or fringe benefit increase)**

Example: Expiration Date of Determination: June 30, 2009**

** The rate to be paid for work performed after this date has been determined. **If work will extend past this expiration date, the new rate must be paid** and should be incorporated in contracts entered into now. Contact Division of Labor Statistics and Research (415) 703-4774.

FEDERAL WAGE DETERMINATION

Web Site

The Federal Wage Determination can be found on-line by accessing the following web site:

http://www.wdol.gov

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all workers employed in the execution of the contract on federally funded construction projects. *(In the event of multiple funding sources, a comparison of the state and federal determination must be made and the higher wage rate must be applied).* **Applicable Federal Wage Determinations are included in the bid package.**

Our office will be glad to assist you or answer any questions you may have. You may contact any of the compliance staff member's by referring to the contact information provided.

Publication Date

There is no set date that the Federal Wage Determination is published; it is modified as needed.

Good for the Life of the Project

The applicable Federal Wage Determination is good for the life of the project.

On-Site Posting Required

All contractors must post a copy of the applicable State and/or Federal Wage Determination.

City of
SACRAMENTO

Apprentices on Public Work Projects

Summary of requirements

California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information
2. Employ registered apprentices
3. Make training fund contributions

Submit contract award information

If you are a contractor already approved to train apprentices (a member of a DAS recognized Apprenticeship Committee
"Contractors who are already approved to train apprentices must provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade that has approved the contractor in the area of the site of the of the public works project." The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. You may use form DAS 140 for this purpose. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

If you are not already approved to train by an Apprenticeship Committee
Contractors not already approved to train apprentices must submit Contract Award Information (DAS 140) to **every** apprenticeship program in the geographic area of the public works project, **for each craft you intend to employ on the project.** You can determine which apprenticeship programs are approved in specific geographic locations by clicking on the following link http://www.dir.ca.gov/databases/das/pwaddrstart.asp
The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

Employ registered apprentices

A contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. Title 8 California Code of Regulations, Section 230.1.for each separate craft at the end of a project. **Please check the DAS Important notices to determine if any exemptions exist for your craft or trade.** http://www.dir.ca.gov/DAS/PublicWorksForms.htm

All contractors must request dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (excluding Saturdays, Sundays and Holidays) before the date on which apprentices are required. A DAS 142 form is provided for this purpose. All requests for dispatch must be in writing and sent by first class mail, fax or email.

Contractors who do not receive a sufficient number of apprentices from their initial request, must request dispatch apprentices from all other apprenticeship committees, if more than one exists in the area of the public works project. To determine which apprenticeship programs are approved for your craft or trade in a specific geographic location click the following link http://www.dir.ca.gov/databases/das/pwaddrstart.asp

Make training fund contributions

Contractors who are awarded public works jobs must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices. This nominal fee contributes to the assurance that new apprentices coming into the craft will be guaranteed the highest level of training and as skilled craftsmen retire, the trade will survive.

Contractors who contribute to an apprenticeship program are entitled to a full credit in the amount of those contributions. Contractors who do not contribute to an apprenticeship program must submit their contributions to the California Apprenticeship Council, P. O. Box 101325, Pasadena, California 91189-0005.

Training fund contributions to the Council are due and payable on the 15th day of the month for work performed during the preceding month. The contribution should be paid by check and be accompanied be a completed training fund contribution form or a letter containing the following information:

1. The name, address and telephone number of the contractor making the contribution.
2. The contractor's license number.
3. The name and address of the public agency that awarded the contract.
4. The jobsite location, including the county where the work was performed.
5. The contract or project number.
6. The time period covered by the enclosed contributions.
7. The contribution rate and total hours worked by apprenticeable occupation.
8. The name of the program(s) that provide apprentices, if any.
9. The number of apprentice hours worked, by apprenticeable occupation and by program.

Subject to change for most recent documentation please click on the following link: http://www.dir.ca.gov/das/DASApprenticesOnPublicWorksSummaryOfRequirements.htm

Are you exempt?

What are the instances in which a contractor on a public works project is considered exempt from the requirements of LC 1777.5?

They are:

1. Labor Code 1777.5 does not apply to general contractors whose contract is under $30,000.
2. When the craft or trade is not apprenticeable.
3. When the contractor holds a sole proprietor license and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
4. When the project is a federal project and the funding of the project does not contain any city, county, and/or state monies unless the project is administered by a state agency in which case the apprenticeship requirements apply.
5. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

What if I am exempt from the requirements of California Labor Code Section 1777.5 as my situation falls under one of the exemptions listed above. Do I still have to provide a "Notice of Contract Award" (DAS 140 form) to the applicable program?

You do not have to submit a "Notice of Contract Award". However, for purposes of letting the applicable program know of your exemption, you may, nevertheless, want to provide the form to the applicable program so they are aware of your exemption.

What is a registered apprentice?

An apprentice is someone who has signed an agreement with an employer, an approved apprenticeship program or program sponsor, and whose agreement is registered with the Division of Apprenticeship Standards (DAS). Only an approve apprenticeship program can provide a contractor with a registered apprentice on public works projects.

Do programs that provide apprentices for public works projects provide workers compensation benefits for the apprentice they send out to jobs or is the responsibility of the contractor and/or subcontractor?

This responsibility lies with the contractor and/or subcontractor.

How can I find the names of the applicable approved apprenticeship programs/committees?

1. Contact the DAS District office whose assigned geographic areas of responsibility cover the county/ies in which the public works project is located.
2. Visit our interactive website

As a contractor who has been awarded a public works contract, and has my own employees, am I still *required hiring registered* apprentices?

Yes. **Important Notice:** see changes in Code of Requlations setions 230.1, regarding the employment of apprentices on Public Works

I am a non-union contractor. Am I required to hire an apprentice?

Yes, you must request dispatch from all approved program s in the geographic area of the project.

Can I employ my friend, family, or my own employee who is still beginning to learn a particular trade, as an apprentice?

No. The law requires that you employ only apprentices who are registered with an approved program. However, if your friend or your employee is a registered apprentice, and has been dispatched to you by an approved apprenticeship program, yes you can.

What happens if I employed my friend who is not a registered apprentice and I paid him the journeyman rate?

You may employ your friend and pay him journey wages but this does not affect the apprenticeship requirements.

What are the benefits and advantages to hiring a registered apprentice?

The benefits of hiring an apprentice registered in a state approved program are:

1. Lower pay rate than the journeyman pay rate.
2. Elimination of recruitment programs for workers who are already trained.
3. Creates a diversified and flexible workforce and larger pool of employees with specific skills.
4. Increases productivity; employees in a structured training program are motivated to achieve.

City of SACRAMENTO

EMPLOYMENT OF APPRENTICES

A. Bidder is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by a Contractor and any subcontractor performing a public works Contract.

1. **Labor Code section 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprentice-able occupation to apply to the joint apprenticeship committee in the area of the site of the public works project and which administers the apprenticeship program for a certificate of approval.** Contractor or subcontractor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen and contributions to funds to administer apprenticeship programs shall be determined by Section 1777.5 and the responsibility for compliance with that section for all apprentice-able occupations shall be with the General Contractor.

2. Labor Code section 1777.5 does not apply to Contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or Prime Contractor, when the contracts of general contractors or those specialty contractors, involve less than Thirty Thousand Dollars ($30,000. A contractor who willfully violates Labor Code section 1777.5 shall be denied the right to bid on or receive a public works contract for a period of up to one (1) year for the first violation, and for a period up to three (3) years for the second and subsequent violations, from the date the determination of noncompliance made by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council. Contractor shall also be subject to the payment of the civil penalty as provided in Labor Code section 1777.7. Interpretation and enforcement of said Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

This information is provided as a guide. If there are any discrepancies between the language in this handbook and the specifications in the bid package for this project, the bid package shall prevail.

ALL CURRENT AND APPRETICEABLE TRADES/CRAFTS WITHIN SACRAMENTO COUNTY

Asbestos Worker, Heat and Frost Insulator	Parking and Highway Improvement (Striper)
Boilermaker-Blacksmith	Painter
Bricklayer, Stonemason	Plasterer
Carpenter – All Related Trades	Plaster Tender
Carpet, Linoleum and Resilient Floor Layer	Roofer
Cement Mason	Landscape/Irrigation Fitter
Drywall Installer/Lather (Carpenter)	Sprinkler Fitter (Fire Protection/Fire Control System)
Drywall Finisher (Painter)	Pile Driver Operating Engineer
Electrician, Inside Wireman	Pile Driver (Carpenter)
Electrical Utility Lineman	Parking and Highway Imprvmnts Painter (Laborer)
Elevator Constructor	Plumber/Steamfitter
Field Surveyor Chainman/Rodman	Pipefitter
Chief of Party	Underground/Utility Pipefitter
Glazer	Metal Roofing System Installer
Electrician (Comm & System Installer)	Sheet Metal Worker
Electrician (Comm & System Tech, Cable Splicer)	Stator Re-winder
Iron Worker	Terrazzo Finisher
Laborer	Terrazzo Worker
Marble Finisher/ Marble Mason/ Marble Setter	Tile Setter
Millwright	Tile Finisher
Operating Engineer	Steel Erector & Fabricator
Operating Engineer (Dredger)	Tunnel/Underground (Operating Engineer)
Building Construction Inspector	Tunnel Worker (Laborer)
Operating Engineer (Landscape Constuction)	Parking & Highway Improvement (Striper-Laborer)
Pointer, Caulker and Cleaner	Bricktender
Acoustical Installer (Carpenter)	Scaffolding and Shoring Erector (Carpenter)
Hardwood Floor Layer (Carpenter	Shingler (Carpenter)
Insulation Installer (Carpenter)	Communications & System Installer
Field Surveyor Instrument man	Taper
Roofer	Metal Deck and Siding

If using any of the listed crafts you will be required to request an apprentice <u>and</u> play into the apprentice-able craft training program that is applicable.

<u>This list is subject to change</u>

The website to see the latest list of appreticeable trades is: http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp

STATE OF CALIFORNIA DEPARTMENT
INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS
DISTRICT OFFICE

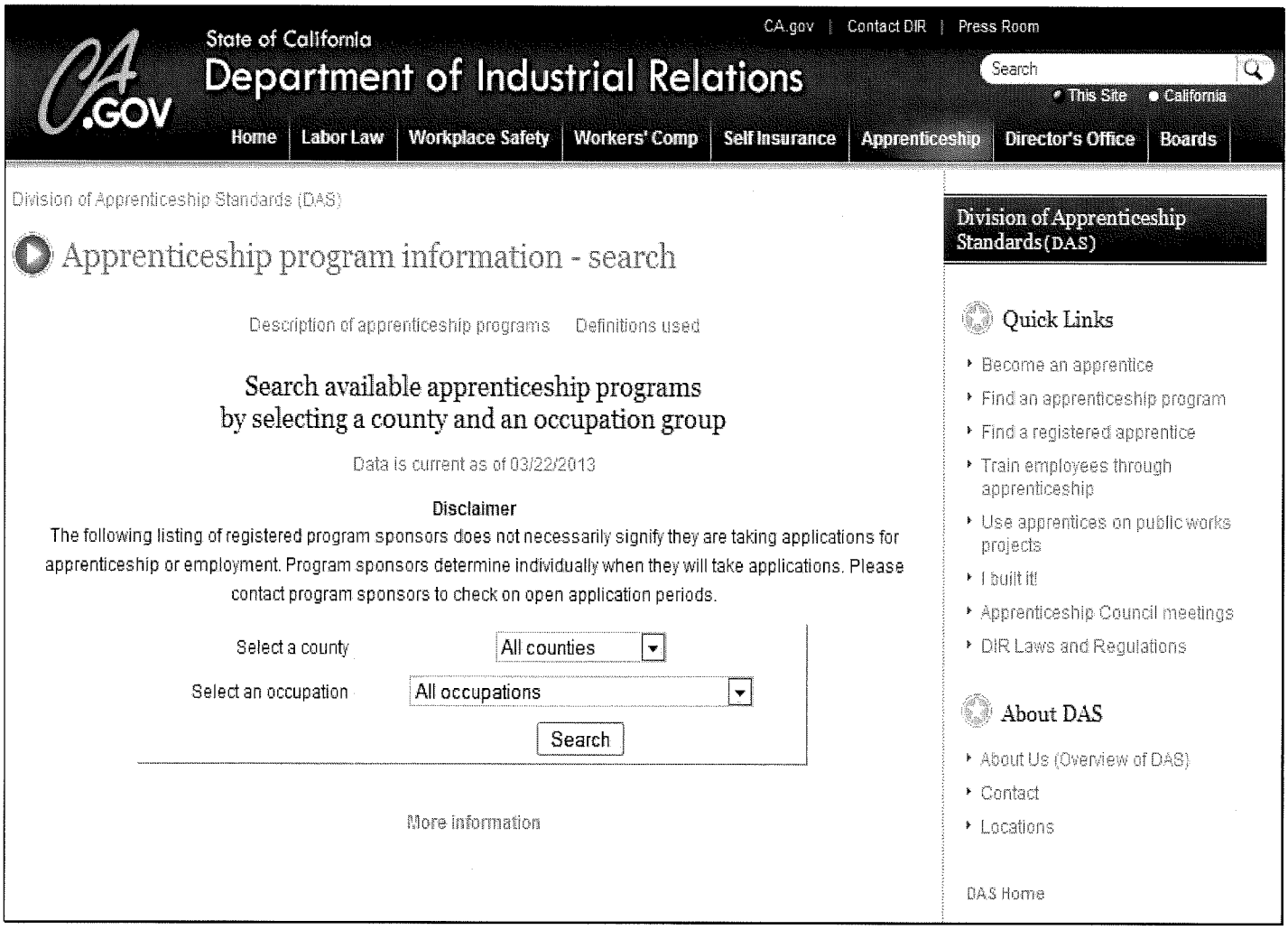
2424 Arden Way, Suite 160

Sacramento, CA 95825

98

APPRENTICESHIP COMMITTEES FOR SACRAMENTO COUNTY

Please visit: **http://www.dir.ca.gov/databases/das/aigstart.asp** to verify the committee for your specific trade.



(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research available apprenticeship programs by selecting a specific county and an occupation group)

CAC Training Fund Contributions

Payment of Training Fund Contributions ***must be sent to the California Apprenticeship Council*** *(CAC) if the contractor is* ***not signatory*** *to an apprenticeship committee. The CAC will then distribute the funds to the proper apprenticeship committees. However, the* ***CAC IS NOT AN APPRENTICESHIP COMMITTEE*** *and will not accept the DAS140 or DAS142 forms.*

California Apprenticeship Council (CAC)
P.O. Box 101325
Pasadena, CA 91189-0005

(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research *available apprenticeship programs by selecting a specific county and an occupation group)*

PRE CONSTRUCTION DOCUMENTS

CITY OF SACRAMENTO
CALIFORNIA

NOTICE TO PROCEED
Project #PROJECT NUMBER
PROJECT NAME

DATE

PRIME NAME
PRIME ADDRESS
PRIME CITY, STATE, ZIP

Notice is hereby given you are authorized to commence work on the above referenced project on DATE. 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 SPELLED OUT NUMBER OF DAYS (NUMERICAL NUMBER OF DAYS) working days from the date of this notice. Forty eight hours prior to starting work, please notify the Project Manager, PM NAME at (916) 808-EXT or PM EMAIL@cityofsacramento.org. Please address all correspondence to:

City of Sacramento
DEPARTMENT NAME
DEPARTMENT ADDRESS
DEPARTMENT CITY, STATE ZIP
Attn: PM NAME

Please reference City Project # PROJECT NUMBER in all billing 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 me at (916) 808-CONTRACT & COMP EXT or CONTRACT & COMP EMAIL@cityofsacramento.org if I can be of any assistance.

Respectfully,

Receipt Acknowledge,

CONTRACT & COMP NAME Date
Contracts & Compliance Specialist

Signature Date

Cc: CONTRACT & COMP NAME, , ACCOUNTING NAME, PM NAME

City of SACRAMENTO

Labor Compliance Requirements

DATE: xxxxx
JOB: xxxxxx
PROJECT # xxxxxx

Contract Administrator:
Labor Compliance Officer:
Project Manager:
Prime Contractor:

In accordance to City of Sacramento Ordinance Section 360.180 the following is to comply with the City of Sacramento prevailing wage provision and contract provisions.

> The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. Owner Operators are not exempt from this requirement (LC § 1777.5). Current Prevailing Wage Rates can be accessed at http://www.dir.ca.govh/dlsr/pwd. **NOTE:** ***The first bid advertisement date of the project determines the applicable wage for this project. Please check your bid advertisement date to make sure you are using the correct determination.*** *Superseded prevailing wage determinations can be obtained at http://www.dir.ca.gov/oprl/main.htm.*
> Prevailing wage rates and rate changes are to be posted at the job site for workers to view.
>
> *If Federal Funded: Davis/Bacon prevailing wage rates apply, unless State prevailing wage rates are required.*

Prevailing Wage Requirements

- ❑ All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: Labor Code 1774*
- ❑ Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of $25 per day per worker. Please reference the general prevailing wage determination that that is applicable for further guidance. *References: Labor Code 1810-1815*
- ❑ Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.
- ❑ When required shift differential rates must be paid for classifications which include a shift determination.
- ❑ **State Prevailing Wage Determinations**
  * Single asterisk indicates that this wage determination can be used for the life of the contract.
  ** Double asterisk indicates that this wage determination includes predetermined increases.
- ❑ Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.

- ⇨ The contractor must make applicable travel and subsistence payments in accordance with information on file with the Department of Industrial Relations (DIR) for classifications utilized. Call the Prevailing Wage Unit at (415) 703-4774 or available at: (415) 703-4774 or available at: http://www.dir.ca.gov/dlsr/PWD/index.htm *Reference: Labor Code 1773.1*

- ❑ Contractors violating prevailing wage requirements are subject to a penalty of up to $200 per day per worker, paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. *References: Labor Code 1775 and 1742.1*

Apprentices

- ❑ All requirements of the State Labor Code, Section 1777.5 apply including the following:
  - ⇨ Submit Division of Industrial Relations form DAS-140, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. This form with proof of service is to be uploaded into LCPtracker. The form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm

    Submit Division of Industrial Relations form DAS-142- Request for Dispatch of Apprentices (Prime and Sub-Contractors.) This form with proof of service is to be uploaded into LCPtracker.

    If applicable Submit Division of Industrial Relations form DAS 7- Agreement to Train Apprentices signed and accepted by the Division of Apprenticeship Standards. (This form applies if the contractor or sub contractor has checked box 1 on the DAS 140.)
  - ⇨ Training funds MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement. If you are submitting the Training Funds to the California Apprenticeship Council this **must** be done electronically. The form can be found at the following link: https://www.dir.ca.gov/das/tf/cac2.asp. **CAC-2 Form and are due monthly by the 15th.**

    Training Fund Contribution Letter -are **due monthly by Prime and Sub- Contractors.** (If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPtracker.net)
  - ⇨ Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.

- ❑ Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. *References: Labor Code 1777.5; Contract Provision*

- ❑ Complaints or violations regarding apprentice ratios will be referred to DAS. *Reference: CCR 16434*

Certified Payroll Records

- **Certified Payroll Reports *(CPR)*** Input into LCPtracker.net. **Due within ten (10) days of pay period end date.** CPR's shall contain the same information for compliance with ***LC § 1776.*** Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPtracker.net under edocs) Reminder: wage increase for Master Agreements usually occurs on 06/15 and 06/29 or 06/30.

- **Negative Payroll Report Due within ten (10) days of pay period end date** if there is five (5) or more consecutive non-work days within any single pay period.

- **Fringe Benefit Statement: Form 420 (Located on LCPtracker.net under edocs)** Paid in cash or contributions to plans/programs are **due with first certified payroll report and anytime the fringe benefits change**. Please breakdown all fringes paid to employee and to what program they are being paid to. Documentation that the amount stated on the fringe benefit statement is being paid on the employees behalf may be requested for validation. If fringes are paid in cash please list a breakdown of those cash amounts.

- **Other Deductions** –Need to be detailed on the CPR and must be expressly authorized in writing by the employee or collective bargaining agreement. These need to be reference on the submitted CPR's and documentation uploaded into LCPtracker. There is a form available for download under the e-Documents tab.

Listing of Subcontractors

Contractors and subcontractors are required to list all suppliers and tier subcontractors hired to perform work on a public works project (in accordance to contract standard specification).

- ❑ The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work in excess of one-half of one percent of the total bid amount or $10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. The prime must use those subs as listed at bid time unless a **written substitution is requested and approved in writing** by the Contracts Specialist and Project Manager **before** substitution.
  References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work
- ❑ *Subcontracting Request*, Prime Contractor update the Form 300 (List of Subcontractors & Suppliers) before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.
- ❑ The prime contractor is responsible for work performed and compliance met by subcontractors and owner-operators.
- ❑ Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board.
  Reference: Public Contract Code 4110-4111

List of Subcontractors & Suppliers: Form 300 (Located on LCPtracker.net under edocs) Per Government Section 4100 et seq; prohibition against unfair competition Business & Professions Code Section 17200-17208, you must list suppliers and the amount of their product (s). **Form is due within ten (10) days of pre-construction meeting.**

Pay Requests

The Labor Compliance Officer shall notify the contractor and the Project Manager of noncompliance and labor issues prior to pay requests approval. Advance notice of submission to the Compliance Officer is appreciated. You must submit a current schedule of values with each pay request and **you must have all labor compliance requirements met before submitting a pay request. Failure to meet the labor compliance requirements will result in your pay request being denied and returned to you for full compliance.** Pay request must be submitted to the inspector for his/her review first. The inspector will then forward the request to the Project Manager and the Labor Compliance Officer for their review.

Completion of Project

- **Contractor Notification of Completion:** ***Form 264*** must be submitted into LCP Tracker, due upon completion of all punch list items established during final job walk.

All of these forms discussed in this document are located on LCPtracker.net under the eDocuments tab.

In accordance with city policy and contract documents, the undersigned contractor herein certifies that it will comply with the foregoing prevailing wage requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

Contractor Signature	**Title**	**Date**

City of
SACRAMENTO

Start-Up Documents Due Prior to Start of Construction:

1. **Certification Statement of Contractor:**
   a) If there is any contractor working as an "Independent Contractor", "Owner-Operator", "Sole Proprietor" or "Leased Worker" the certification form must be filled out.
   b) The original is to be submitted prior to, or concurrent with, the first payroll in which the Independent Contractor, Owner-Operator, Sole Proprietor or Leased Worker commences work.

2. **Authorization Letter for Signing Certified Payroll**
   a) To be signed by company officer or owner and uploaded into LCPtracker prior to the first Certified Payroll Report.
   b) This document lets the Labor Compliance Department know whom is authorized to sign certify payroll reports and other documents on behalf of the Contractor.

3. **FORM 300 List of all Subcontractors and Suppliers:**
   a) To be filled out and uploaded within 10 days of the preconstruction meeting and prior to the first Certified Payroll Report.
   b) This document lets the Labor Compliance Department know who will be working on this project. This is checked against initial form that was submitted with bid documents. If there are any changes during the life of the construction projected this form is to be updated and the Labor Compliance Officer is to be made aware of changes.
   c) This form is to be filled out by all Subcontractors and their lower level subs and uploaded into LCPtracker.

4. **Checklist of Labor Law Requirements:**
   a) To be filled out and signed by the contractor and all sub tier contractors prior to construction.

5. **Fringe Benefit Statement:**
   a) Asterisk or note any form of benefits that are included in the payroll reports "hourly" rate of pay for each trade used.
   b) If fringe payments are made directly to the employee in lieu of fringes please note "paid in cash" under the applicable fringe payment and breakdown the amount that is paid to the employee in cash.
   c) Must be re-submitted when wage rates are updated, with effective dates and/or any changes in fringes are made.

6 **DAS-140- Public Works Contract Award Information Form:**

a) Contract award information must be sent to your Apprenticeship Committee if you are approved to train apprentices. If you are NOT approved to train apprentices you must send the information to ALL applicable Apprenticeship Committees in your craft or trade in the area of the Public Works Project.
b) After you have completed the DAS-140 Form mail the original(s) to the appropriate Joint Apprentice Training Committee(s) within (10) days of the date of the execution of the prime contractors subcontract, but in no even later than the first day in which the contractor has workers employed upon the public work (CA Labor Code 1777.5 (e))
c) Upload a copy of the form or all forms submitted with proof of deliver to the LCPtracker.net program under the e-Documents Tab. The form of proof can be certified mail or fax confirmation.
d) All Applicable Joint Apprentice Training Committee (s) may be found at: http://www.dir.ca.gov/Databases/das/pwaddrstart.asp/
e) Templates available for download can be found at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm or on LCPtracker.net under the e-Documents tab.

7 **DAS-7- Agreement to Train Apprentices Form:**

a) IF Applicable:
   i. Submit your DAS-7 or equivalent certification and upload into LCPtracker.net under the e-Documents tabs and inform the labor compliance person monitoring your project. This form can be submitted with your DAS-140 form.

8 **DAS-142 Request for Dispatch of an Apprentice Form:**

a) Send to the Joint Apprentice Training Committees (JATC) in your craft or trade in the geographic area of the Public Works Project to request the dispatch of an apprentice before starting work at the site and as needed throughout the project.
b) Employment of Apprentices on Public Works project- (a) Contractor(s) shall employ registered apprentice(s), as defined by Chapter 4 (commencing with Section 3070) of Division 3, during the performance of a Public Work Project in accordance with the required (1) hour of work performed by an apprentice for every (5) hours of labor performed by a journeyman, unless covered by one of the exemptions enumerated in the Labor Code Section 1777.5 or this subchapter.
c) Provide a copy of your apprenticeship program's standards if they operate under a different ration then the California Labor Codes & Regulations.
d) Template available for download can be found at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm

REQUIRED FORMS PRIOR TO CONSTRUCTION

City of SACRAMENTO

Classification Worksheet

A separate form must be filled out for each contractor/subcontractor performing on the project.

Project Name	
Project Number	
Contractor Name	
Contact Name	
Contact Phone	
Contact Email	
CSLB/Certificate #	

Classification(s) being Utilized (check all that apply)

- ☐ Asbestos
- ☐ Electricians
- ☐ Pile Drivers
- ☐ Boilermaker
- ☐ Elevator Mechanic
- ☐ Pipe Trades
- ☐ Bricklayers
- ☐ Glaziers
- ☐ Plasterer
- ☐ Carpenter
- ☐ Iron Workers
- ☐ Roofers
- ☐ Tile Workers
- ☐ Carpet/Linoleum
- ☐ Laborers
- ☐ Sheet Metal
- ☐ Cement Mason
- ☐ Millwrights
- ☐ Sound/Communication
- ☐ Drywall Finisher
- ☐ Operating Engineer
- ☐ Surveyor
- ☐ Drywall/Lather
- ☐ Painters
- ☐ Teamster
- ☐ Other (specify) _____

PLACE ON COMPANY LETTERHEAD

Date: April 25, 2014

INSERT PROJECT OWNER Address

INSERT PRIME SUBCONTRACTOR Address

To whom it may concern:

I, the undersigned, hereby authorize ..... to sign on our behalf in all manners relating to certified payroll, including signing of all certified payroll related documents. Any and all acts carried out by ..... on our behalf shall have the same effect as acts of our own.

This affirm that the signatories identified above have the authority under penalty of perjury to affirm that required forms and certified payroll records are originals or are full, true and correct copies of the original and correctly depict the Trades, Crafts and Classifications of work performed; hours and days worked; and the amounts by category listed, disbursed by way of cash, check, or in whatever form or manner to each person by job classification and/or skill pursuant to public works contract.

This authorization is valid until further written notice from (COMPANY NAME).

Sincerely,

(Company counsel or company officer's signature)

(Name and Title)

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (PRINT) _____ DATE _____

COMPANY _____ PHONE _____

ADDRESS _____ FAX _____

CITY _____ STATE _____ ZIP CODE _____

PROJECT MANAGER _____ SUPERINTENDENT/FOREMAN _____

CERTIFIED PAYROLL _____ PHONE/EXT. _____

CONTRACTOR LICENSE NO. _____ EXP. DATE _____ SPECIALTY LICENSE NO. _____

SELF-INSURED CERTIFICATE NO. _____ WORKERS COMP. POLICY NO. _____

PROJECT NAME _____ PROJECT #/BID PACKAGE# _____

AWARDING BODY _____ ADVERTISEMENT DATE _____

IF SUB-CONTRACTING, LIST YOUR PRIME/GENERAL CONTRACTOR _____

CONTRACT AWARD AMOUNT _____

THE FEDERAL AND STATE LABOR LAW REQUIREMENTS APPLICABLE TO THE CONTRACT ARE COMPOSED OF, BUT NOT LIMITED TO, THE FOLLOWING:

☐ **Payment of Prevailing Wage Rates**

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, *www.dir.ca.gov/dlsr/statistics_research.html.*

☐ **Apprentices**

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on Public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

☐ **Penalties**

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.*

☐ **Certified Payroll Reports**

Under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. *(California Code of Regulations, Section 16401).*

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

Checklist of Labor Law Requirements, continued

given week, the Certified Payroll Report shall be annotated: "No work" for that week or a Non-Performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776.*

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ **Nondiscrimination in Employment**

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6,* the *Government Code,* the *Public Contracts Code,* and *Title VII of the Civil Rights Act of 1964.*

☐ **Kickbacks Prohibited**

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778.*

☐ **Acceptance of Fees Prohibited**

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780.*

☐ **Listing of Subcontractors**

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104.*

☐ **Proper Licensing**

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

☐ **Unfair Competition Prohibited**

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208.*

☐ **Workers Compensation Insurance**

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ **OSHA**

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ **Proof of Eligibility/Citizenship**

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ **Itemized Wage Statement**

Labor Code Section 226 requires that employees be provided with itemized wage statements.

CERTIFICATION

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____
(COMPANY NAME)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor _____ _____
(SIGNATURE) (DATE)

Awarding Agency /Labor Compliance Program _____ _____
(SIGNATURE) (DATE)

City of Sacramento

PW-300 Form

Instructions: The **Prime Contractor and all Subcontractors are required** to fill out the form accuratley and submit the PW-300 via LCPtracker.net. If there are no subs or suppliers, simply state on the PW-300 and upload. Please refer to Public Contract Code 4107 regarding changes to subcontractor listing. If any changes are made, a revised PW-300 Form is **required.**

PRIME CONTRACTOR			
Date		Project #	
Name		Project Name	
Address:		Contract #	
City, State, Zip		Total Contract Amount	
Contact		Estimated Start Date	
Phone		Estimated Completion Date	
Email		Federal Tax ID #	
Contractor Lic. #		State Tax ID #	

SUBCONTRACTORS LIST			
SUBCONTRACTOR			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Contractor Lic. #		Estimated Start Date:	
Description of services		Estimated Completion Date	
Contract $ Value		SBE/EBE/LBE	
SUBCONTRACTOR			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Contractor Lic. #		Estimated Start Date:	
Description of services		Estimated Completion Date	
Contract $ Value		SBE/EBE/LBE	
SUBCONTRACTOR			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Contractor Lic. #		Estimated Start Date:	
Description of services		Estimated Completion Date	
Contract $ Value		SBE/EBE/LBE	
SUBCONTRACTOR			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Contractor Lic. #		Estimated Start Date:	
Description of services		Estimated Completion Date	
Contract $ Value		SBE/EBE/LBE	
Add additional pages if necessary.			

Revised 3/5/2014

City of Sacramento

PW-300 Form

SUPPLIERS LIST			
SUPPLIER			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Email**	
Description of materials		**$ Amount**	
SUPPLIER			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Email**	
Description of materials		**$ Amount**	
SUPPLIER			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Email**	
Description of materials		**$ Amount**	
SUPPLIER			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Email**	
Description of materials		**$ Amount**	
SUPPLIER			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Email**	
Description of materials		**$ Amount**	
SUPPLIER			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Email**	
Description of materials		**$ Amount**	
SUPPLIER			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Email**	
Description of materials		**$ Amount**	
SUPPLIER			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Email**	
Description of materials		**$ Amount**	
Add additional pages if necessary.			

Revised 3/5/2014

City of SACRAMENTO

Statement of Employer Payments
"Fringe Benefit Statement"

Date _____ In Reply, Refer to Case No.: _____
Prime: _____
Subcontractor: _____
PROJECT NAME: _____
PROJECT CONTRACT NO.: _____ County/location: _____

HEALTH AND WELFARE

NAME OF PLAN _____ Address, City, State, Zip ____, ____, ____

ADMINISTRATOR _____ Address, City, State, Zip ____, ____, ____

CLASSIFICAITON(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐

PENSION

NAME OF PLAN _____ Address, City, State, Zip ____, ____, ____

ADMINISTRATOR _____ Address, City, State, Zip ____, ____, ____

CLASSIFICAITON(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐

VACATION/HOLIDAY

NAME OF PLAN _____ Address, City, State, Zip ____, ____, ____

ADMINISTRATOR _____ Address, City, State, Zip ____, ____, ____

CLASSIFICAITON(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐

TRAINING

NAME OF PLAN _____ Address, City, State, Zip ____, ____, ____

ADMINISTRATOR _____ Address, City, State, Zip ____, ____, ____

CLASSIFICAITON(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐

IF YOU USE OTHER PLANS NOT LISTED ABOVE, YOU MAY USE THE NEXT PAGE TO PROVIDE THIS ADDITIONAL INFORMATION. IF THE CONTRIBUTIONS ARE PAID TO THE EMPLOYEE IN CASH PLEASE LIST AND BREAKDOWN

NAME OF PLAN _____ Address, City, State, Zip ____, ____, ____

ADMINISTRATOR _____ Address, City, State, Zip ____, ____, ____

CLASSIFICAITON(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐

NAME OF PLAN _____ Address, City, State, Zip ____, ____, ____

ADMINISTRATOR _____ Address, City, State, Zip ____, ____, ____

CLASSIFICAITON(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐

NAME OF PLAN _____ Address, City, State, Zip ____, ____, ____

ADMINISTRATOR _____ Address, City, State, Zip ____, ____, ____

CLASSIFICAITON(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐

NAME OF PLAN _____ Address, City, State, Zip ____, ____, ____

ADMINISTRATOR _____ Address, City, State, Zip ____, ____, ____

CLASSIFICAITON(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐

NAME OF PLAN _____ Address, City, State, Zip ____, ____, ____

ADMINISTRATOR _____ Address, City, State, Zip ____, ____, ____

CLASSIFICAITON(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: http://www.dir.ca.gov/das/PublicWorksForms.htm for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ *Date* _____

Typed Name _____

Title _____

State of California - Department of Industrial Relations DIVISION OF APPRENTICESHIP STANDARDS

DAS 140 (REV. 1/04)

DAS-140 Form: How to use/fill out correctly.

Process:

If the **total dollar value of a project** exceeds $30,000, apprentice must be requested. The DAS-140 form is to be forwarded directly to an apprenticeship committee of the contractor's choice, and a copy with verification of proof of submission uploaded into SDCRAA Labor Compliance Departments electronic system; LCP Tracker.

Submit the contract award information in writing to **each** of the apprenticeship program sponsors ***in the locality*** of your public works project within **10 days** of the prime execution of the contract or subcontract, **but in** no event later than the first day in which the contractor has workers employed on the project. The DAS140 is simply a "notification of award" and is not automatically a request for dispatch of a registered apprentice.

State regulations state a contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. ***Please follow up with the selected apprenticeship committee to confirm 'Apprentice' to 'Journeyman' ratio, as ratios do vary from trade to trade.***

All contractors must request 'dispatch of an apprentice' from an apprenticeship program (for each apprentice-able craft or trade) by giving the program notice of a minimum of 72 hours (business days only) before the date on which apprentices are required. Contractors who are not already participating in an approved program and who did not receive a sufficient number of apprentices from their initial request, must dispatch apprentices from all other apprenticeship committees within the locality, if more than one exists in the area of the public works project.

SELECTING BOXES:

1. Contractor has a signed **"Agreement to Train Apprentice"** with an affiliated (state certified) apprenticeship committee, the contractor has apprentices ***on staff*** and has the ability to train apprentices.
    a. Must provide a copy of the DAS7 agreement for verification

2. Contractor is not currently affiliated with a state approved program, is selecting a committee, and requesting apprentice; will be abiding by **committee's** standards.

3. Contractor will contact a committee and request an apprentice, but is not obligating to maintain affiliation w/any-one committee; additionally contractor will not commit to selected program committee standards but will follow **state standards** (most commonly used for out-of-state contractors).

    a. Per the DAS, this is not the preferred selection; however the State **is not requiring** a contractor to join a program, just ensuring that apprentices are utilized on Public Work Projects.

AGREEMENT TO TRAIN APPRENTICES

District No. .....

DAS File No. .....

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O*Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By .....

Printed name .....

Title ..... **Date** .....

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By .....

Printed name .....

Title ..... **Date** .....

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

☐ **Revoked**

☐ **End of Project** (Enter project name and address in Area Covered above)

☐ **Date** .....
Date

☐ **Other** .....
Specify

EFFECTIVE DATE

[SIGNED] By ..... **Date** .....
Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

DAS 7 (REV 11/09)

AGREEMENT TO TRAIN APPRENTICES

District No. _____

DAS File No. _____

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O*Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

Accepted:

DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

☐ Revoked

☐ End of Project (Enter project name and address in Area Covered above)

☐ Date _____ Date

☐ Other _____ Specify

EFFECTIVE DATE

[SIGNED] By _____ Date _____

Apprenticeship Consultant

REMARKS:

MUST be signed by both Committee and DAS prior to submission

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

DAS 1 (REV 11/08)

D. O.	FILE NUMBER

A	B	C	D	E	Official Use
Gender	Ethnic	Dependents	Education	Yrs Employ	STATUS

State of California -- Department of Industrial Relations --DIVISION OF APPRENTICESHIP STANDARDS

APPRENTICE AGREEMENT

APPRENTICE LAST NAME, FIRST NAME MIDDLE		SOCIAL SECURITY NUMBER
APPRENTICE ADDRESS (NUMBER AND STREET / CITY, STATE & **ZIP**)	BIRTHDATE (mm/dd/yyyy)	F - VETERAN Yes: ☐ No: ☐
	COUNTY OF RESIDENCE	
OCCUPATION		O*Net code
TERM OF APPRENTICESHIP Hours Within Years	STRAIGHT TIME Hours per day: 8 Hours per week: 40	

This agreement is between the above named apprentice employed by the below named employer, and

_____
PROGRAM SPONSOR

AGREEMENT: The undersigned parties mutually agree that they will use their best endeavors to secure employment and training for the apprentice. The apprentice agrees to perform satisfactorily all work and learning assignments. The provisions of the Apprenticeship Standards for the above occupation adopted by the program sponsor and approved by the Chief of the Division of Apprenticeship Standards, are hereby made a part of this agreement. An official copy of the standards is on file in the headquarters of the Division of Apprenticeship Standards. This apprentice agreement will continue in effect until the training is completed or otherwise terminated in accordance with the standards.

The apprentice commences participation under these standards on the date of execution of this agreement by the Apprentice. The signatory apprentice is credited with having _____ months toward completion of the term of apprenticeship. The apprentice is expected to complete training on or about _____, 20____ , upon satisfactory completion of the total remaining hours of on-the-job training and hours and/or units of related and supplemental instruction.

APPRENTICE: I, the undersigned apprentice, understand and agree that there is a valid and reasonable necessity that those academic records accumulated throughout related and supplemental instruction during my period of apprenticeship be made available to the apprenticeship committee. Further, I agree to release to the apprenticeship committee any other academic records which I feel may enhance my status as an apprentice.

I, the undersigned apprentice, hereby request that the Administrator of Apprenticeship terminate any other apprenticeship agreements in which I am currently registered.

Executed this _____ day of _____ , 20____ by _____
DAY MONTH YEAR SIGNATURE OF APPRENTICE

AGREED TO BY THE EMPLOYER

_____
SIGNATURE OF PARENT OR GUARDIAN (IF APPRENTICE IS 16 OR 17)

AGREED TO AND APPROVED BY, FOR THE COMMITTEE

_____
SIGNATURE OF EMPLOYER OR ITS REPRESENTATIVE TITLE

NAME OF EMPLOYER
ADDRESS

_____ _____
SIGNATURE -- SECRETARY / CHAIR / COORDINATOR DATE

ACCEPTED BY DAS

_____ _____
SIGNATURE -- APPRENTICESHIP CONSULTANT DATE

for unilateral programs only]
This agreement is approved by _____ for the Administrator of Apprenticeship

TO THE APPRENTICE: California Civil Code Sec. 1798.17 requires State agencies which collect personal information to indicate the authority under which the data are requested. If personal information not specifically authorized by law is requested, individuals must be informed that supplying the information is voluntary. It also provides that state agencies may change or modify records at the request of the individual.

Questions C and E below are voluntary. All others are authorized by law, as indicated by the reference in each section. If the authorized questions are not answered, the apprentice agreement cannot be accepted.

The Division hopes, through collection of this data, to improve the apprenticeship program both for those presently enrolled and for future apprentices. Thank you.

CALIFORNIA APPRENTICE QUESTIONNAIRE

(USE INK OR BALLPOINT PEN)

A. Gender

☐ Male ☐ Female

(Cal. Code of Regulations, Title 8, Ch. 2, Sec. 215

B. Ethnic or Race Derivation (**Check only one)**

1 ☐ WHITE (Not of Hispanic Origin) -- A person having origins in any of the original peoples of Europe, North Africa or the Middle East.

2 ☐ BLACK (Not of Hispanic Origin) -- A person having origins in any of the Black racial groups of Africa.

ASIAN OR PACIFIC ISLANDER -- A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea and Samoa.

A	☐	Asian	Asian Indian
B	☐	Asian	Bangladeshi
C	☐	Asian	Chinese
D	☐	Asian	Cambodian
6	☐	Asian	Filipino
E	☐	Asian	Hmong
I	☐	Asian	Indonesian
J	☐	Asian	Japanese
K	☐	Asian	Korean
L	☐	Asian	Laotian
M	☐	Asian	Malaysian
P	☐	Asian	Pakistani
R	☐	Asian	Sri Lankan
T	☐	Asian	Taiwanese
U	☐	Asian	Thai
V	☐	Asian	Vietnamese
F	☐	Native Hawaiian	Fijian
G	☐	Native Hawaiian	Guamanian
H	☐	Native Hawaiian	Hawaiian
S	☐	Native Hawaiian	Samoan
W	☐	Native Hawaiian	Tongan

4 ☐ AMERICAN INDIAN OR ALASKAN NATIVE -- A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

7 ☐ HISPANIC -- A person of Mexican, Puerto Rican, Cuban, South Central American or other Spanish culture or origin, regardless of race.

(Cal. Labor Code, Ch. 4, div. 3, Sec. 151)

C. Number of Dependents (Do not count yourself)

0 ☐ None
1 ☐ One
2 ☐ Two
3 ☐ Three
4 ☐ Four
5 ☐ Five
6 ☐ Six of More

(Voluntary)

D. Highest Year of Education Completed

1 ☐ 8th Grade or less
2 ☐ 9th Grade
3 ☐ 10th Grade
4 ☐ 11th Grade
5 ☐ 12th Grade (or GED Certificate)
6 ☐ 1 Year of College
7 ☐ 2 Years of College
8 ☐ 3 Years of College
9 ☐ 4 or more Years of College

(Cal. Labor Code, Ch. 4, div. 3, Sec. 3076.3)

E. Number of Years You Have Been Employed Full Time to Date (Except for Military Service)

0 ☐ None
1 ☐ Less Than 1 Year
2 ☐ 1 But Less Than 2 Years
3 ☐ 2 But Less Than 3 Years
4 ☐ 3 But Less Than 4 Years
5 ☐ 4 But Less Than 5 Years
6 ☐ 5 Years or More

(Voluntary)

F. Have You Served on Active Duty (other than reserve status) in the U. S. Armed Forces?

☐ Yes ☐ No

If yes, Please Enter:

Month and Year Entered _____

Month and Year Separated _____

Total Months served on Active Duty _____

Apprentice's Signature _____

REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/DAS/PublicWorksForms.htm for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date:

To Applicable Apprenticeship Committee:

Name: _____

Address: _____

_____

Tel. No. _____ **Fax No.** _____

Contractor Requesting Dispatch:

Name: _____

Address: _____

_____

License No. _____

Tel. No. _____ **Fax No.** _____

Project Information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ **Craft or Trade:** _____

Date Apprentice(s) to Report: _____ **(72 hrs. notice required)** **Time to Report:** _____

Name of Person to Report to: _____

Address to Report to: _____

_____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. ***Proof of submission may be required.*** *Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit*
http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm

DAS 142 (Revised 12/11)

City of SACRAMENTO

Documents Required During the Life of the Construction Project

1. **CAC-2- Training Fund Contribution Form:**
   a) All Contractors must submit a CAC-2 Form monthly for the prior month's hours.
   b) This form is now available to be filled out on the DIR website. The previous CAC-2 form is to be disregarded. CAC-2 forms **must** be done electronically. The link is as follow: https://www.dir.ca.gov/das/tf/cac2.asp. You must enter all requested information in order to ensure successful submission and processing of your payment. You will need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session that you will upload in to LCPtracker.net and send with your payment when mailed. The address is as follows:

      State of California
      Department of Industrial Relations
      California Apprenticeship Council
      P.O. Box 101325
      Pasadena, CA 91189-0005

   c) If applicable fringes are paid directly to an approved Union Shop please state so on the CAC-2 form that is provided and available to be downloaded on LCPtracker. Once filled out this form can be upload into LCPtracker.net under e-Documents tab.

2. **Training Fund Contribution Letter Form:**
   a) All Contractors must submit a Training Fund Contribution Letter monthly for the prior month's hours.
   b) If applicable and fringes are paid directly to an approved Union Shop please submitted the Union Status Letter stating that the Contractor is up to date with all fringe and training fund contributions for the requested month. The letter should specify the month, project name, and project number.
   c) If you can't provide a letter and the DAS has not been updated with your contribution at Contractor may provide a copy of a cancelled check submitted to the proper JATC or the DAS with the amount that matches that on the CAC-2. You may check the status of your contributions submitted to DAS online

at: http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html. This may also be submitted in lieu of the Training Fund Contribution Letter.

3. **Certified Payroll Reports CPR's and/or Non-Performance Reports:**
   a) To be submitted by all Contractors working on the project. These reports are submitted via the City of Sacramento contracted electronic reporting program, LCPtracker.net which can be found online at www.lcptracker.net . If you do not already have a user name and password for this website please contact your labor compliance officer with the City of Sacramento to be set up.
   b) Submit CPR/NPR weekly; starting (10) calendar days after the close of your pay period. This is when you begin onsite/offsite "craft" labor. This may mean you have weeks in between work on a particular job. NPR's will need to be submitted for that timeframe.

4. **Apprenticeship Certification and/or Apprentice Agreement:**
   a) The first time an apprentice is listed on a certified payroll report an "Apprenticeship Certification" or Apprentice Agreement (DAS-1 form) must be submitted for each apprentice utilized.
   b) Please upload the Apprenticeship Certification or DAS-1 form in the e-Documents section of LCPtracker.net, add the apprentice ID and pertinent information under the employee information and notify the labor compliance officer in your department that approval is need prior to certification of payroll.

5. **Miscellaneous Documents:**
   a) Authorization for Deductions:
      i. Voluntary deductions require an Authorization for Deductions form; garnishments require a copy of notice (redact personal information). A form has been provided on LCPtracker to address other deductions that are recorded on the Certified Payroll Reports submitted.
   b) Receipt for Payment of Back Wages:
      i. For use when wage errors require supplemental wage payment (s).

FORMS REQUIRED DURING THE LIFE OF THE CONSTRUCTION PROJECT

CAC - Training Fund Contributions

You must enter all requested infomation in order to ensure successful submission and processing of your payment.
Training Fund Contributions are due on the 15th of each month.

All fields with * are required.

You must use the BUTTONon the bottom of the page to submit for an invoice coupon.
TO NAVIGATE BETWEEN FIELDS, DO NOT HIT RETURN OR ENTER KEY AFTER EACH ENTRY. USE THE TAB KEY INSTEAD.

You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment.

Training Fund Contributions Form CAC2

Date:

CLEAR FORM

Contractor/Sub Contractor making contributions	**Contractor**	**Period covered by contribution (from – to)**	**Jobsite Location (including County)**
* **Name:**	* License Number:	* Period Start:	If applicable, give name of school, hospital, building, etc.
* **Address:**	* Contract/Project Number	* Period End: (MM/DD/YYYY)	Comments:
* **City:**			
* **State:**			
* **ZIP:**			

* **Name of the submitting party:**	* **Submitter's Title:**	* **Submitter's Email:**	***Submitter's Phone:** e.g., (999) 999-9999

Instructions: You may want to use the keyboard TAB key to navigate the fields and the Up /\ | Down \/ ARROW keys to select a list item.

	* **County of Work**	* **Classification**	* **Hours** (max: 9,999.99)	* **Rate** (max: $9.99)	**Amount**
*1)	Select a county	Select an occupation	0	$ 0	$ 0.00
2)	Select a county	Select an occupation	0	$ 0	$ 0.00
3)	Select a county	Select an occupation	0	$ 0	$ 0.00
4)	Select a county	Select an occupation	0	$ 0	$ 0.00

5)	Select a county	Select an occupation	0	$ 0	$ 0.00
6)	Select a county	Select an occupation	0	$ 0	$ 0.00
7)	Select a county	Select an occupation	0	$ 0	$ 0.00
8)	Select a county	Select an occupation	0	$ 0	$ 0.00
9)	Select a county	Select an occupation	0	$ 0	$ 0.00
10)	Select a county	Select an occupation	0	$ 0	$ 0.00
11)	Select a county	Select an occupation	0	$ 0	$ 0.00
12)	Select a county	Select an occupation	0	$ 0	$ 0.00
13)	Select a county	Select an occupation	0	$ 0	$ 0.00
14)	Select a county	Select an occupation	0	$ 0	$ 0.00
15)	Select a county	Select an occupation	0	$ 0	$ 0.00
16)	Select a county	Select an occupation	0	$ 0	$ 0.00
17)	Select a county	Select an occupation	0	$ 0	$ 0.00
18)	Select a county	Select an occupation	0	$ 0	$ 0.00
19)	Select a county	Select an occupation	0	$ 0	$ 0.00
20)	Select a county	Select an occupation	0	$ 0	$ 0.00

TOTAL AMOUNT: $ 0.00

When done with some or all the entries above, please carefully review and then enter the code you see below:

Calculate Total Amount

Copyright © 2014 State of California

The electronic submission of the CAC-2 Form is to be used in place of the previous CAC-2 Form that was submitted on LCPtracker. This form can be retrieved at: https://www.dir.ca.gov/das/tf/cac2.asp. You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment. Payments are to be mailed to State of California, Departmentof Industrial Relations, Califonia Apprenticeship Council, P.O. Box 101325, Pasadena, CA 91189-0005.

TRAINING FUND CONTRIBUTIONS

Please use a separate form for each jobsite, listing the occupations for the jobsite and dollar amount paid for each classification. Once checks have been sent to the appropriate JATC please upload this form to LCPtrackerer under the e-Documents tab. A letter from the specific JATC or Union specifying that the required Training fund contributions and Fringe Benefits were paid will be accepted as proof of payment.

UNION CONTRACTORS

****Training Fund Contributions are due on the 15th of each month****

PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE COMPLETION OF LABOR COMPLIANCE REQUIREMENTS.

NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION	CONTRACTOR'S LICENSE NUMBER
	CONTRACT OR PROJECT NUMBER
NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.
	PERIOD COVERED BY CONTRIBUTION (FROM - TO)

CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC).	COUNTY WORK PERFORMED IN	ALL HOURS	CONTRIBUTION RATE PER HOUR	AMOUNT
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
			TOTAL	$ 0.00

IF APPRENTICES WERE EMPLOYED, PLEASE LIST THE APPRENTICESHIP PROGRAM AND NUMBER OF APPRENTICE HOURS WORKED	
TYPE OR PRINT YOUR NAME AND TITLE	DATE
EMAIL	AREA CODE & TELEPHONE NUMBER

City of SACRAMENTO

AUTHORIZATION FOR PAYROLL DEDUCTION

Project Name:
Project Number:
Employee Name:

1) Reason for Deduction:
Percentage/Amount of Deduction: **%** 0% **OR $$** Start Date
Frequency of Deduction:
Termination Date:

2) Reason for Deduction:
Percentage/Amount of Deduction: **%** 0% **OR $$** Start Date
Frequency of Deduction: weekly
Termination Date:

3) Reason for Deduction:
Percentage/Amount of Deduction: **%** 0% **OR $$** Start Date
Frequency of Deduction: weekly
Termination Date:

4) Reason for Deduction:
Percentage/Amount of Deduction: **%** 0% **OR $$** Start Date
Frequency of Deduction: weekly
Termination Date:

5) Reason for Deduction:
Percentage/Amount of Deduction: **%** 0% **OR $$** Start Date
Frequency of Deduction: weekly
Termination Date:

6) Reason for Deduction:
Percentage/Amount of Deduction: **%** 0% **OR $$** Start Date
Frequency of Deduction: weekly
Termination Date:

Use additional copies of this form if necessary.

I authorize (Employer):
to process the deductions from my payroll as noted above.

Employee Signature:_____ Date Signed: _____

Instructions:

1) Submit into LCPtracker
2) Keep signed originals

SACRAMENTO

Contractors Certificate of Completion – Form 264

To be completed by the Prime Contractor at time of completion.

Project Name & Number	
Contractor Name	

I, _____(Name),_____(Title) of _____ _____ (Company Name), declare under penalty of perjury that:

I know of my personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer-Architect that the work is complete, nor the acceptance thereof by the City, shall operate as a bar to claim against the Contractor under the terms of the guarantee provision of the contract documents.

Executed this _____ day of _____ 20____, at _____, California.

_____	_____	_____
Signature	**Title**	**Date**

SACRAMENTO

Checklist of Documents Required for Labor Compliance on LCPtracker.net

- ✓ **PW300** - This is due within 10 days of precon meeting and needs to be uploaded.
- ✓ **Authorization Letter for Signing Certified Payroll** - This is due prior to the submission of the first Certified Payroll Report.
- ✓ **Checklist of Labor Law Requirements** - prime due this on or before precon meeting, subs need to have this finished within 10 days of precon meeting.
- ✓ **Fringe Benefit Statement** - due with first CPR and must be submitted for each subcontractor as well. ALL FRINGES TO BE REPORTED WITH HOURLY AMOUNT.
- ✓ **DAS140** - due prior to commencing work on a project (one for each determination)
- ✓ **DAS142** - due 72 hours prior to the report date on a project (one for each determination)
- ✓ **CAC2** - due monthly- one for each determination (due on the 15th day of the month for work performed during the preceding month) If Union Contractor please upload for with amounts paid and where money was paid to even if it is not the CAC.
- ✓ **Training Fund Contribution Confirmation Letter** – this is due monthly for the duration of the project. Both CAC-2 and Training Fund Contribution Letters are to be uploaded to LCPtracker.net.
- ✓ **CPR's**- Certified payroll is due within 10 days of pay period end date

LCPtracker.net phone support is available at (714) 669-0052 Option 4; if they do not pick up please leave a message and they will get back to you. All calls are logged in with a date and time, but if you don't leave a message you will not get a phone call back. **E-mail support is available at** support@lcptracker.com. To assist those at support please include your User ID, a direct call back number, contact name and a brief description of the issue you are facing.

All forms are available under the e-Documents tab on LCPtracker. It is best practice to use the forms that have been provided to you under that e-docs tab to increase efficiency in processing pay request and remain compliant.

City of
SACRAMENTO

Helpful Links and Contact Information:

1. **Department Of Industrial Relations (DIR):**
   Web-Link: http://www.dir.ca.gov/
   Contact DIR: http://www.dir.ca.gov/Contactus.html

2. **Division of Labor Standards Enforcement (DLSE):**
   Web-Link: http://www.dir.ca.gov/dlse/dlsepublicworks.html

3. **Division of Apprenticeship Standards (DAS):**
   Web-Link: http://www.dir.ca.gov/das/das.html

   Apprentice Certification:
   Web-Link: http://www.dir.ca.gov/das/appcertpw/AppCertSearch.asp

   CAC Public Works Training Fund Contributions:
   Web-Link: http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html

4. **California General Prevailing Wage Determination:**
   Web-Link: http://www.dir.ca.gov/OPRL/pwd/ (Journeymen)
   http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp (Apprentice)

5. **Davis Bacon Wage Determination Rates:**
   Web-Link: http://www.wdol.gov/dba.aspx

6. **Public Works Information- Frequently Asked Questions:**
   Web-Link: http://www.dir.ca.gov/das/publicworksfaq.html

7. **LCPtracker.net**
   Web-link: https://lcpprod.lcptracker.net/Lcp/WebForms/Login.aspx
   Support Phone Number: 714-669-0052 Option 4
   E-mail: support@lcptracker.com

THINGS TO REMEMBER:

Labor Compliance Forms due Prior to Work Beginning:

1) **Authorized Letter for Signing Certified Payroll** (Original signature required)
2) **List of Trades and/or Crafts**
3) **Public Works Contract Award Information (DAS 140)** (With verification)
4) **Fringe Benefit Statement Forms**
   (Due before first Certified Payroll and then only when a change occurs)
5) **Authorization for Payroll Deduction** (Original signature required)
   (Deductions other than standard deductions must be authorized by the employee)

Labor Compliance Forms Due Weekly:

(Hard copies excluded when submitted electronically)

- **Certified Payroll Form** (LCP Tracker Electronic Payroll)
- **Statement of Compliance** (LCP Tracker Electronic Payroll)
- **Statement of Non-Performance** (Due when work is not performed once on job-site)

✓ Work over 8 hours in a day or 40 hours in a week must be paid at the overtime rate
✓ Certified payroll records must be numbered **consecutively,** starting with the first week work is physically performed on site
✓ Last certified payroll must be marked **"FINAL".**

✳ **Training Fund Contribution forms** are due monthly beginning immediately after work has been performed on site.

♦ Single Asterisk (*):

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

♦ Double Asterisks (**):

The rate to be paid for work performed after this date has been determined. If work will extend past this date the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

♦ Employee Interviews on job site:

Interviews are done to obtain information to verify correct wages are being recorded on the certified payrolls for the given craft/classification and to ensure contract compliance.

Back to Report Table of Contents

City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: **2008-0871-7**

Purchase Order #: **Supplemental Agreement #: 7**

Job#: **T15068300** Project Title: **R Street market Plaza Project**

The City of Sacramento ("City") and **Mark Thomas & Company**, **("Contractor")**, as parties to that certain Professional Services Agreement designated as Agreement Number **2008-0871** including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The Scope of Services specified in Exhibit A of the Agreement is amended as follows:

   See Exhibit A

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Contractor's fees and expenses, is increased by $46,633.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	$495,092.00
The net change by previous Supplemental Agreements:	$317,633.00
The not-to-exceed amount prior to this Supplemental Agreements:	$812,725.00
The contract sum will be increased by this Supplemental Agreement:	$46,633.00
The new not-to-exceed amount including all Supplemental Agreements:	$859,358.00

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Days by reason of the performance of the work required by this Supplemental Agreement.

4. Contractor warrants and frepresents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Project Manager

Approved as to Form By:

City Attorney

Approved By:

Contractor

Approved By:

City of Sacramento

Executed Date

Attested to By:

(Rev. 07/16/08)

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

Exhibit A

R Street market Plaza Project

2008-0871

09/03/14

Description		*Amount*
Supplemental Agreement #7		
PCO # 11.0	**Client Initiated Changes**	$40,396.00
09/03/14	Construction Support. Exhibit A	
PCO # 12.0	**Client Initiated Changes**	$6,237.00
09/03/14	Mitigation Monitoring by sub-consultant PAR Environmental Services.	
2 **Items**	**Total for Change Order # 7**	**$46,633.00**

2 **Items**	**Total for Contract # 2008-0871**	**$46,633.00**
Totals By Reason	**Changed/Unforeseen Conditions**	**$0.00**
	Changes to Bid Documents	**$0.00**
	Client Initiated Changes	**$46,633.00**

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

MARK THOMAS & COMPANY

Providing Engineering, Surveying & Planning Services

August 14, 2014 File No. 58-0172

Mr. Zuhair Amawi
City of Sacramento
Department of Transportation
915 I Street, Room 2000
Sacramento, CA 95814-2604

OFFICES

Cupertino
Fresno
Irvine
Oakland
Sacramento
Salinas
San Jose
San Mateo
Walnut Creek

RE: R STREET MARKET PLAZA SUPPLEMENTAL AGREEMENT NO. 7
PN: T15068301

Dear Mr. Amawi:

As we have discussed, we have prepared the attached scope and fee for construction support services for the R Street Market Plaza Project. The level of effort for this work has been based upon the amount of budget expended during Phase 1 of the R Street Improvements; we have, however, adjusted this amount to account for "lesson's learned" on the first phase. We have also included a separate task for items required for bidding support and final plan changes (after receipt of the E-76). A budget for Mitigation Monitoring by PAR Environmental is also included.

MTCo has provided a breakdown of these tasks in the attached spreadsheet. The total amount for MTCo is $40,396 and for PAR is $6237. For frame of reference, the total amount of construction support budget for MTCo during Phase 1 was approximately $90,000. While both Phase 1 and the Market Plaza Project have the same number of working days (approximately 180), we are comfortable with this reduced amount based upon our lesson's learned related to rail placement, grading, drainage, etc.

I would also like to document a re-allocation of Direct Costs for PAR. Their previous total was $2648.50 and we would like to re-allocate $753.50. The new ODC total (including the current 10H ODCs) is $1950.

We are looking forward to seeing this project through to construction. If you have any questions please do not hesitate to give me a call.

Sincerely,

MARK THOMAS & COMPANY, INC.

R.M.B

Matt Brogan
Project Manager

Mark Thomas & Company, Inc.
7300 Folsom Boulevard, Suite 203, Sacramento, CA 95826
www.markthomas.com (916) 381-9100 fax: (916) 381-9180

R Street Market Plaza
Construction Support Services

This scope and fee for construction support activities has been prepared for the R Street Market Plaza Improvement Project in the City of Sacramento.

MTCo has prepared this scope of work to include design modifications, construction support, and environmental monitoring services. The level of effort included for the construction support and environmental monitoring services are based upon the total level of effort included with the R Street Phase 1 Improvements and is set up as a time and materials budget. The actual level of effort will be based on the total number of questions and coordination items required by the Contractor. MTCo will actively track these budgets and inform the City of the progress on the budget; should additional budget be required for these services, MTCo will inform the City as soon as possible.

Task 1 Design Modifications

Following completion of the 100% designs, MTCo will provide changes to the design plans. This includes review of PCC pavement sections and subsequent plan changes, review of water meter locations/configurations, conversion of planting areas to decomposed granite, modifications to traffic handling/staging at the 16th Street Intersection, completion of the final bid tabulation, and completion of an ADA spreadsheet for City records.

Task 2 Construction Support

MTCo shall be available on an as-needed basis for support during the construction phase, the services will be provided on a time and materials basis. This level of effort is based upon the current schedule of 180 calendar days. The design team will be available provide the following services as requested by the City:

- MTCo will make periodic site visits. A total of twenty four (24) site visits are included with this task.
- MTCo will provide a review of any proposed field changes. It is assumed that any field changes will first be review and approved by the City; MTCo will only provide review and re-design of changes approved by the City.
- MTCo will provide ongoing consultation and interpretation of contract documents and review proposed change orders if requested by Resident Engineer.
- MTCo will review submittals and shop drawings, when requested by the Construction Manager and provide construction assistance.

MTCo will prepare Record Drawings of the completed project based upon a redlined set of As-Built plans to be provided by the Contractor.

Task 3 – Mitigation Monitoring

PAR will provide the following environmental monitoring for cultural resources at the not to exceed amounts shown in the fee.

- PAR will attend and contribute to one tailgate meeting on the first day of the construction effort to go over cultural awareness training during construction and procedures to follow should deposits or human remains be exposed by the construction work;
- PAR will follow procedures detailed in the Late Discovery Plan prepared for the project and approved by Caltrans and the SHPO in conducting our work;
- PAR will document isolated or small archaeological deposits or features as they are exposed and assess their importance following the LDP guidelines;
- If intact deposits are found that appear to meet National Register criteria PAR will contact MTCo and/or the City to discuss the next steps to take;
- PAR will prepare the results of the survey effort in a letter report. It is assumed that the surveys will be negative and that a full report will not be required. All work will be suitable for Caltrans review.

COST PROPOSAL (SUPPLEMENTAL 7)

R Street Market Plaza Improvements

	Mark Thomas & Company, Inc.								
	Staff Name and or Classification	Matt Brogan Project Manager	Andy Lee Sr. Project Engineer	Stephen Nelson Sr. Design Engineer	Hours Subtotal	Labor Costs	OH + Fringe 140.75%	Profit 10%	Total Cost
	Actual Base Hourly Rate	$ 57.00	$ 53.00	$ 35.00					
Task A									
Task 1 - Design Changes	Hours	6	30	80	116	$ 4,732.00	$ 6,979.70	$ 1,171.17	$ 12,882.87
Task 2 - Construction Support	Hours	8	50	200	258	$ 10,106.00	$ 14,906.35	$ 2,501.24	$ 27,513.59
Task A Subtotal		14	80	280	374	14,838.00	21,886.05	3,672.41	40,396.46
Total		14	80	280	374	$ 14,838.00	$ 21,886.05	$ 3,672.41	$ 40,396.46
Other Direct Costs									$ -
Grand Total									**$ 40,396.46**

Task 3 - ARCHAEOLOGICAL MONITORING FOR R STREET MARKET PLAZA
Mark Thomas and Company
07/22/14 (PAR REF. NO. 130-14-34)

Task/Personnel	Function		Rate/hr.	Hours	Total
Project Management/Coordination					
M. L.. Maniery	*Principal*		$155.65	1	$155.65
J. Gary Maniery	*Principal/CFO*		$152.56	4	$610.24
M. Ahern	*Senior Admin Assis.*		$61.11	1	$61.11
		Total			**$827.00**
Archaeological Research/Monitoring					
J. Dougherty	*Sr. Archaeologist*		$65.41	64	$4,186.24
M. Nolte	*Sr. Archaeologist*		$59.86	0	$0.00
J. Allen	*Assoc. Archaeologist*		$52.06	0	$0.00
		Total			**$4,186.24**
Monitoring Report					
M. Maniery	*Principal*		$155.65	1	$156
J. Dougherty	*Sr. Archaeologist*		$65.41	12	$784.92
J. Allen	*Assoc. Archaeologist*		$52.06	0	$0.00
A. Rankin	*Graphics*		$55.41	2	$111
M. Ahern	*Senior Admin Assis.*		$61.11	2	$122.22
		Total			**$1,174**
		TOTAL LABOR		87	**$6,187**

Expenses		Cost	Amount	
Duplication		$50		$50
	Total			**$50**
				$6,237

Total Estimated Cost-Cultural Resources
**** assumes negative letter report***

Mary L. Maniery 22-Jul-14
PAR Environmental Services, Inc. Date

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 7

CONTRACTOR Name: Mark Thomas & Company, Inc. Date: 9/5/2014

Project Name: R Street Market Plaza Improvements

Project #: T15068300, MTCo Project #. 58-0172B

Fringe Benefit %	+	*Overhead %	=	Combined %
39.18%		101.57%		140.75%

Profit %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not Include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal/Project Manager	Himes, Robert	$110.00	$291.31	$291.31
X		Project Manager	Brogan, Matt	$57.00	$150.95	$150.95
X		Senior Project Engineer	Lee, Andrew	$44.00	$116.52	$116.52
		Project Engineer	Nettleton, Jeff	$41.00	$108.58	$108.58
		Senior Design Engineer	Nelson, Stephen	$35.00	$92.69	$92.69
		Design Engineer	Friedrich, Kyle	$31.00	$82.10	$82.10
		Engineering/Survey/Cadd Tech	Doty, Janet	$34.00	$90.04	$90.04
		Engineering/Survey/Cadd Tech	Millar, Alan	$33.90	$89.78	$89.78
		Engineering/Survey/Cadd Tech	Nguyen, Trong	$29.87	$79.10	$79.10
		Engineering/Survey/Cadd Tech	Boyko, Galina	$26.90	$71.24	$71.24
		Engineering/Survey/Cadd Tech	Davis, Christopher	$25.75	$68.19	$68.19
		Design (Tech Assistants)	Eden, Jonathan	$15.00	$39.72	$39.72
		Design (Tech Assistants)	Lee, Spencer	$15.00	$39.72	$39.72
		Design (Tech Assistants)	Magaw, Matthew	$15.00	$39.72	$39.72
		Design (Tech Assistants)	Ord, Spencer	$14.00	$37.08	$37.08
		Project Surveyor	Benton, Brandon	$30.14	$79.82	$79.82
		Land Surveyor	Stringer, Matthew	$55.00	$145.65	$145.65
		Survey Technician	Michalak, Ryan	$27.99	$74.12	$74.12
		Field Party Chief	Oliveira, Michael	$37.09	$98.22	$98.22
					$0.00	$0.00

Total Other Direct Costs (ODC) [Estimated Total ODC Amount Shall Be Contract Totals (cumulative)]

Description	Rate	Units	Total
Pothole Utilities	At Cost		$25,000.00
Reproductions Costs (blue lines, xerox, binding)	At Cost		$5,000.00
Survey Supplies/Traffic Control	At Cost		$2,500.00
Mail & Delivery Services (CA Overnight and Postage)	At Cost		$526.42
		Estimated Total ODC Amount:	$33,026.42

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
2. Key Staff shall be determined by CITY Project Manager. (i.e. Project Manger, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement. No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original. The executed Supplemental Agreement shall include updated 10-H Forms for CONTRACTOR and SUBCONTRACTOR(S).
4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: https://www.dir.ca.gov/OPRL/PWD/
7. Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

R.M. B

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

(type/print name here) Matt Brogan

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 4

CONTRACTOR Name: PAR Environmental Services **Date:** 7/21/2014

Project Name: R Street Market Plaza

Project #:

Fringe Benefit %	+	*Overhead %	=	Combined %
41.00%		100.00%		141.00%

Profit %: 8.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
x		Director, Environmental Planning	J.G Manlery	$58.50	$152.26	$152.26
x		Cultural Resources Director	M.L. Manlery	$59.80	$155.65	$155.65
x		Sr. Historical Archeologist	S. Heffner	$27.00	$70.28	$70.28
x		Sr. Historian	C. Baker	$31.39	$81.70	$81.70
x		Sr. Archaeologist	J. Dougherty	$25.13	$65.41	$65.41
x		Office Manager	M. Ahern	$23.48	$61.11	$61.11
x		Sr. Archaeologist	M. Nolte	$23.00	$59.86	$59.86
x		Graphic Artist	A. Ranklin	$21.29	$55.41	$55.41
x		Sr. Archaeologist	J. Allen	$20.00	$52.06	$52.06
					$0.00	$0.00

Total Other Direct Costs (ODC)

[Estimated Total ODC Amount Shall Be Contract Totals (cumulative)]

Description	Rate	Units	Total
Mileage @ $0.56/mile	At Cost		$48.50
Printing & Binding	At Cost		$746.50
Outside Reporgraphics	At Cost		$300.00
Mail & Delivery Services	At Cost		$200.00
Record Search Fees (Cultural Resources and Biology)	At Cost		$600.00
Trinble Rental	At Cost		$55.00
	At Cost		
	At Cost		
	At Cost		
	At Cost		
	At Cost		
	At Cost		
	At Cost		
	At Cost		
	At Cost		
	At Cost		
	At Cost		
	At Cost		
	At Cost		
		Estimated Total ODC Amount:	$1,950.00

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
2. Key Staff shall be determined by CITY Project Manager. (i.e. Project Manger, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement. No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original. The executed Supplemental Agreement shall include updated 10-H Forms for CONTRACTOR and SUBCONTRACTOR(S).
4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: https://www.dir.ca.gov/OPRL/PWD/
7. Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

James L. Manlery

Approved with Supplement # (type Original if it is the Original): 4

CONTRACTOR Name: PAR Environmental Services Date: 7/21/2014

Project Name: R Street Market Plaza

Project #:

Fringe Benefit %	+	*Overhead %	=	Combined %
41.00%		100.00%		141.00%

Profit %: 8.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

(type/print name here) JAMES GARY MANIERY

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 6

CONTRACTOR Name: HLA Group Date: 4/17/2014

Project Name: R Street Market Plaza Improvements

Project #: T15068300, MTCo Project No. 58-0172B

Fringe Benefit %	+	Overhead %	=	Combined %
29.40%		137.20%		166.60%

Profit %: 10.00%

(Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)) = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal	Steven Canada	$68.35	$194.58	$194.58
X		Associate	Scott Redding	$34.62	$101.53	$101.53
		Job Captain	Anthony Mendoza	$24.74	$72.55	$72.55
		Job Captain	Jennifer Bucsis-Styduhar	$24.74	$72.55	$72.55
		Sr. Landscape Designer	Ken Doty	$21.00	$61.58	$61.58
		Landscape Designer	Andrea Strahlo	$24.04	$70.50	$70.50
		Project Planner	Russel Case	$33.65	$98.68	$98.68

Total Other Direct Costs (ODC)	Estimated Total ODC Amount Shall Be Contract Totals (Cumulative)	Description	Rate	Units	Total
		Reproduction	At Cost		$3,843.43
		Postage / Mailings	At Cost		$2,335.75
		Community Outreach / Advertising	At Cost		$162.35
		Parking	At Cost		$105.00
		Mileage	At Cost		$18.50
				Estimated Total ODC Amount	$6,465.03

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit
2. Key Staff shall be determined by CITY Project Manager. (i.e. Project Manger, a specific Principal Engineer, a specific Structural Engineer, etc Note Key staff with an "X" in the Key Staff column.
3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement. No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original. The executed Supplemental Agreement shall include updated 10-H Forms for CONTRACTOR and SUBCONTRACTOR(S).
4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: https://www.dir.ca.gov/OPRL/PWD/
7. Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

Steven Canada

No Change

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL

CONTRACT No. City of Sacramento R St Market Plaza Final Design Date 2/24/11
CONSULTANT Y&C Transportation Consultants, Inc.

DIRECT LABOR

Classification	Name	Range	Hours		Initial Hourly Rate		Total
Engineer XII	Dan Yau		20.0	@ $	82.03	$	1,640.60
Engineer X	Kin Chan		62.0	@ $	69.23	$	4,292.26
Engineer III	Staff		16.0	@ $	33.00	$	528.00
Engineer II	Staff		0.0	@ $	30.00	$	-
Engineer I	Staff		16.0	@ $	27.00	$	432.00
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00		-

Subtotal Direct Labor Costs	$ 6,892.86	
Anticipated Salary Increases (0%)	$ -	
Total Direct Labor Costs		$ 6,892.86

FRINGE BENEFITS	Rate	Total	
Fringe Benefits	40.00%	$ 2,757.14	
Total Fringe Benefits			$ 2,757.14
INDIRECT COSTS			
Overhead/General and Administrative	90.00%	$ 6,203.57	
Total Indirect Costs			$ 6,203.57
FEE @ 10%			$ 1,585.36

OTHER COSTS		
Mileage	$ 111.00	
Reproductions Costs (out of office blue lines, xerox, binding)	$ 75.00	
Misc.	$ -	
Mail & Delivery Services (California Overnight and Postage)	$ 75.06	
Total Other Costs		$ 261.06
TOTAL COSTS		$ 17,700.00

The City is authorized to add or substitute consultants personnel and negotiate rates as needed. Their Salaries shall be similar to rates above for like classifications and may be approved by letter.

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 5

CONTRACTOR Name: Blackburn Consulting Date: 2/10/2014

Project Name: R Street Market Plaza Imp.

Project #: T15088300 (MTCo: 58-0172B) (BCI: 1411X)

Fringe Benefit %	+	*Overhead %	=	Combined %
44.21%		148.21%		192.42%

Profit %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
x		Sr. Project Manager	Robert Lokteff	$47.03	$151.28	$151.28
x		Sr. Project Manager	David Buck	$48.00	$147.96	$147.96
		Sr. Engineer/PM	Nicole Hart	$40.00	$128.68	$128.68
		Project Engineer	Laura Long	$28.85	$92.80	$92.80
		Drafter	Michael Robertson	$30.00	$96.50	$96.50
		Assistant	Marguerite Baldwin	$19.75	$63.53	$63.53
		Assistant	Ashley Lokteff	$20.00	$64.33	$64.33
					$0.00	$0.00
					$0.00	$0.00

Total Other Direct Costs (ODC)	Estimated Total ODC Amount Shall be Contract Totals (cumulative)	Description	Rate	Units	Total
		Asphalt coring	1920	1	$1,920.00
		Traffic Control	1440	1	$1,440.00
		Laboratory testing	1200	1	$1,200.00
		Records search	840	1	$840.00
		Aerial photo/maps	720	1	$720.00
		Permits	480	1	$480.00
		Mileage	0.565	1804	$1,019.00
		Reproduction/delivery	420	1	$420.00
				Estimated Total ODC Amount	$8,039.00

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
2. Key Staff shall be determined by CITY Project Manager. (i.e. Project Manger, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement. No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original. The executed Supplemental Agreement shall include updated 10-H Forms for CONTRACTOR and SUBCONTRACTOR(S).
4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: https://www.dir.ca.gov/OPRL/PWD/
7. Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

Robert B Lokteff