

**Meeting Date:** 4/28/2015

**Report Type:** Consent

**Report ID:** 2015-00338

**Title:** Approve a Professional Services Agreement and Award a Construction Contract for the Roseville Road Bridge Replacement Project (T15068500) [Published for Review 04/16/2015]

**Location:** District 2

**Recommendation:** Pass a Motion 1) approving the Plans and Specifications for the Roseville Road Bridge Replacement Project (T15068500); 2) awarding a construction contract to Viking Construction Company, Inc. for an amount not to exceed \$3,936,273; and 3) authorizing the City Manager to execute a Professional Services Agreement with HDR Construction Control Corporation to provide construction management services for the project in an amount not to exceed \$758,557.

**Contact:** Matthew Johns, Associate Civil Engineer, (916) 808-5760; 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-Professional Services Agreement
- 4-Construction Contract & Specifications
- 5-Stamped & Signed Plan Set

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**City Attorney Review**

Approved as to Form  
Gerald Hicks  
4/16/2015 11:12:51 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 4/6/2015 1:33:51 PM

## Description/Analysis

**Issue Detail:** The construction contract for the Roseville Road Bridge Replacement Project was advertised on January 9, 2015 and bids were received on February 11, 2015. Viking Construction Company, Inc. is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with awarding the construction contract.

A Request for Proposals (RFP) was advertised on October 22, 2014 for construction management services for this project. Four proposals were received within the specified time period and met all requirements set forth in the RFP. A selection process took place which included the scoring and ranking of the proposals and interviews. HDR Construction Control Corporation was the top ranked firm. Approval of a Professional Services Agreement with HDR Construction Control Corporation will provide construction management, inspection, material testing, and labor compliance during construction.

**Policy Considerations:** The requested actions support the City's General Plan goals of improving the transportation system and expanding public safety.

**Economic Impacts:** This new infrastructure is expected to create 15.75 total jobs (9.05 direct jobs and 6.69 jobs through indirect and induced activities) and create \$2,430,392.72 in total economic output (\$1,531,895.11 of direct output and another \$898,497.61 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:**

On March 27, 2012, the City Council adopted a Mitigated Negative Declaration (MND) and Mitigation Monitoring Program pursuant to the California Environmental Quality Act (CEQA) for the Roseville Road Bridge Replacement Project (Resolution No. 2012-084). The City Council also approved the preferred design alternative for the bridge replacement (Resolution No. 2012-083).

The resolutions that adopted the MND and MMP along with the MND for the Roseville Road Bridge Replacement project are available at the Community Development Department's webpage located at the following link:

<http://www.cityofsacramento.org/dsd/planning/environmental-review/eirs/>

On May 25, 2012 the State made a National Environmental Protection Agency (NEPA) determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding (MOU) dated June 7, 2010, executed between the Federal Highway Administration (FHWA) and the State. The State determined that the Roseville Road Bridge Replacement Project is a Categorical Exclusion under 23 CFR 771.117(d): activity (d)(3).

**Sustainability Considerations:** The project is consistent with the City's Sustainability Master Plan, and will include efforts to preserve and reestablish existing environmental resources in Arcade Creek.

**Other:** None

**Commission/Committee Action:** None

**Rational for Recommendation:** After receiving construction bids for this project, Viking Construction Company, Inc. was found to be the lowest responsive and responsible bidder. After a competitive selection process through a RFP, HDR Construction Control Corporation was found to be the top ranked firm. Approval of a Professional Services Agreement with HDR Construction Control Corporation will enable the City to begin construction.

**Financial Considerations:** The Roseville Road Bridge Replacement Project (T15068500) has a total budget of \$7,670,040, consisting of local transportation and federal funds. As of March 18, 2015 the unobligated balance is \$5,642,427, which is sufficient to execute a construction contract with Viking Construction Company, Inc. for an amount not to exceed \$3,936,273, and to execute a Professional Services Agreement with HDR Construction Control Corporation for an amount not to exceed \$758,557, and cover remaining staff costs for the Roseville Road Bridge Replacement Project (T15068500).

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

**Local Business Enterprise (LBE):** The Roseville Road Bridge Replacement Project (T15068500) has federal construction funding and requires conformance with

Disadvantaged Business Enterprise (DBE) requirements. Therefore, the City's LBE requirements are held in abeyance. The DBE goal for the construction contract is 7%. Viking Construction Company, Inc. pledged 7.4% and also met the project's DBE Good Faith Effort requirements. The professional services component of this project is also partially federally funded. Therefore the LBE requirements are also held in abeyance. The DBE goal for the professional services component of this project is 13%. HDR Construction Control Corporation met this requirement by pledging 13.9% DBE participation.

## Background

The Roseville Road Bridge Replacement Project (T15068500) will replace the existing Roseville Road crossing of Arcade Creek. The existing structure, built in 1938, was identified by Caltrans as being structurally deficient and functionally obsolete making it eligible for replacement through the Highway Bridge Program.

## Project Advertising and Bids

The project was advertised and eleven bids were received on February 11, 2015. The bids are summarized below:

Per the federal funding requirements, only the top 3 bidders were required to submit Good Faith Efforts.

Contractor	Bid Amount	DBE Participation (Goal 7%)	Good Faith Effort (Y or N)
Viking Construction Company, Inc.	\$ 3,936,273.00	7.4%	Y
Meyer's & Sons Construction	\$ 3,985,069.00	10.2%	Y
Westcon Construction Corporation	\$ 4,083,242.00	0.0%	Y
CC Meyers	\$ 4,148,805.50	0.0%	NA
MCM Construction, Inc.	\$ 4,290,588.00	11.9%	NA
RNR Construction, Inc.	\$ 4,362,140.00	54.5%	NA
RA Nemetz Construction Co, Inc.	\$ 4,450,399.00	11.5%	NA
McGuire & Hester	\$ 4,526,365.50	0.5%	NA
Disney Construction	\$ 4,654,493.00	0.0%	NA
RGW Construction	\$ 4,659,204.00	8.4%	NA
Golden State Bridge, Inc.	\$ 5,360,793.00	2.4%	NA

The engineer's construction estimate was \$4,900,000.

It is recommended the construction contract be awarded to the lowest responsive and responsible bidder, Viking Construction Company, Inc.

## Construction Management

Construction is expected to begin in May 2015 and project completion is scheduled for November 2015. The consultant selection process for construction management services has been completed. A Request for Proposals (RFP) for the Roseville Road Bridge Replacement Project (T15068500) was advertised and four firms responded: HDR Construction Controls Corporation, Vali Cooper & Associates, Parson Brinkerhoff,

and Caltrop Corporation. The consultant selection panel was composed of three members from Engineering Services Division of the Public Works Department. The panel reviewed and rated the written proposals and conducted an interview with the top two rated firms and HDR Construction Controls Corporation was ranked the highest. HDR Construction Control Corporation has assembled a highly qualified and experienced team to perform construction management services needed for the project.

The Professional Services Agreement with HDR Construction Control Corporation will provide construction management, inspection, material testing, and labor compliance during construction to ensure conformance with all federal and local requirements.

To facilitate the required Roseville Road closure during construction, a separate Professional Services Agreement with HDR Construction Control Corporation was approved prior to the start of construction. Procured under the same RFP, the Professional Services Agreement provides stakeholder outreach in advance of the road closure. The amount of that contract is \$22,125.

PROJECT #: T15068500  
PROJECT NAME: Construction Management Services- Roseville Road  
DEPARTMENT: Public Works  
DIVISION: Engineering Services

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT  
FOR ARCHITECTS, LANDSCAPE  
ARCHITECTS, PROFESSIONAL ENGINEERS,  
AND PROFESSIONAL LAND SURVEYORS**

THIS AGREEMENT is made at Sacramento, California, as of \_\_\_\_\_, by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

*HDR Construction Control Corporation  
2379 Gateway Oaks Drive, Suite 200  
Sacramento CA 95833*

*P:916.679.8722 / Email: steve.hiatt@hdrinc.com*

("CONTRACTOR"), who agree as follows:

- Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services

pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

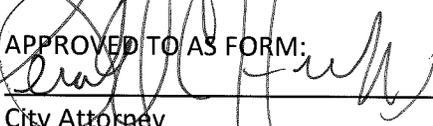
**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

Print name: Jerry Way

Title: Director, Public Works

For: John F. Shirey, City Manager

APPROVED TO AS FORM:  
  
\_\_\_\_\_  
City Attorney

ATTEST:

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

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

**CONTRACTOR:**

HDR CONSTRUCTION CONTROL CORPORATION

NAME OF FIRM

47 0680568 0741232

Federal I.D. No.

326.3780.3

State I.D. No.

93696

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

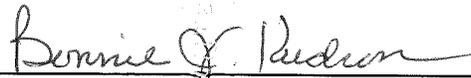
- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify:* \_\_\_\_\_)



Signature of Authorized Person

GRAHAM D. SHARPE, VICE PRESIDENT

Print Name and Title



Additional Signature (*if required*)

Bonnie J. Kudron, Asst. Secretary

Print Name and Title

Name of Contractor: HDR Construction Control Corporation

Address: 2379 Gateway Oaks Drive, Suite 200 Sacramento CA 95833

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, 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

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor 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.

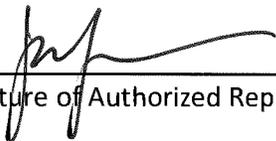
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
  - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by 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 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 this Agreement is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two

(2) years; and/or 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.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to 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 Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

  
\_\_\_\_\_  
Signature of Authorized Representative

6 APRIL 2015  
\_\_\_\_\_  
Date

GRAHAM D. SHARPE  
\_\_\_\_\_  
Print Name

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

## EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

#### SCOPE OF SERVICES

**1. Representatives.**

The CITY Representative for this Agreement is:

*Matthew Johns, P.E.*

*New City Hall*

*915 I Street, Room 2000, Sacramento CA 95814*

*P: 916.808.5760/Email: mjohns@cityofsacramento.org*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Steve Hiatt*

*HDR Construction Control Corporation*

*2379 Gateway Oaks Drive, Suite 200*

*Sacramento CA 95833*

*P:916.679.8722/ Email: steve.hiatt@hdrinc.com*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

**2. Insurance.** Insurance requirements are specified in Exhibit D, Section 11.

**3. Conflict of Interest Requirements.**

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code:  yes  no

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

**4. Scope of Services.**

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

**5. Time of Performance.** The services described herein shall be provided through June 30, 2016

## Attachment 1 to Exhibit A

# Scope of Services

HDR will provide a full time licensed engineer as the Resident Engineer/Structure Representative, a highly qualified Bridge/Roadway inspector, and a part time Office Administrator. On an as-needed basis, we will also provide an expert scheduler and precast girder source inspector, material testing, Gamma Gamma testing for CIDH piles, construction staking, and Public Outreach staff. These staff will fully manage the bridge and road inspection, quality assurance testing, and construction staking during the course of construction. In the scope and fee, HDR's fee for these services has assumed that no overtime will be required to provide the services.

## Task 1 - Preconstruction Services

### **REVIEW PROJECT DOCUMENTS / ADDITIONAL CONSTRUCTABILITY REVIEW**

HDR believes that the construction manager should know more about a project at the start of construction than the contractor. By doing so we can anticipate challenges, identify long lead items and submittals, and expose ways to improve the final product while saving time and money. Over the past year, we worked with the City of Sacramento to perform a constructability review and bridge independent check. This work has allowed the HDR team to become knowledgeable of the project. In addition, we have spent time discussing it with key members from the David Evans and Associates, ICF, the City, PG&E, UPRR, and other local stakeholders.

During the preconstruction phase, HDR will review the final package of plans and specifications as well as the Engineer's Estimate, the RE pending file, the Environmental Impact Report, permits, and the Geotechnical Report. In doing so we will look for ambiguities, omissions, and constructability issues. We will identify crucial aspects such as measurement and payment clauses, submittal review times, PG&E coordination, UPRR requirements, Haggin Oaks Golf Course coordination, and other contractor requirements.

### **PREPARE PROJECT SCHEDULE**

HDR has prepared a project schedule which includes utility relocations, and notification timelines noted on permits, agreements, and contract documents. This schedule is included in HDR's proposal. Upon approval of the contractor's schedule, the RE's schedule will be updated.

### **ESTABLISH PROJECT PROCEDURES**

In preparing to begin the construction of the project, HDR staff will establish project procedures for the Roseville Road Bridge Replacement. This manual will detail the administrative process to be used and will be based on specifics of this contract as well as procedures set forth in various manuals from the City, Caltrans Local Assistance, and HDR. One of the many components of the project procedures is the establishment of record keeping documentation, which will follow Caltrans Construction Manual and Local Assistance Manual procedures.

## **KICK-OFF MEETING**

HDR will attend a meeting/conference call with the City and David Evans and Associates to discuss the design, schedule, and to coordinate responsibilities of designer with the construction management team.

## **PRECONSTRUCTION CONFERENCE**

HDR will hold a preconstruction conference with the with key stakeholders including the Contractor, PG&E, Haggin Oaks Golf Course, City staff , and others. The ultimate goal of this meeting will be to establish managerial and administrative procedures with the contractor to ensure efficient startup and execution of the project. This includes discussing major project milestones, meet key personnel, and begin the coordination required of relocating/abandoning existing PG&E facilities and connecting the temporary irrigation system into the existing golf course system.

## **Task 2 - Construction Management Services During Construction**

### **OBSERVE UTILITY COMPANY RELOCATIONS**

For this project, coordination of the utility work, especially PG&E utility work and de-energizing of overhead SMUD utilities, is extremely important. While it is the contractor's responsibility for utility coordination, the Resident Engineer/Structures Representative will take a proactive approach in verifying that the contractor is scheduling and coordinating with PG&E's utility relocation and SMUD's overhead utility de-energization during the construction contract. A utility coordination meeting will be held prior to beginning work to establish relationships, protocol for coordinating the utility work, and confirming the utility company schedules.

### **PROJECT COORDINATION AND CORRESPONDENCE**

**Interaction with City Staff, Designer, PG&E, UPRR, SMUD, and Agencies** – HDR's Resident Engineer/Structures Representative will serve as the focal point for coordination among the City, the contractor, the permit agencies, the utility companies, the public, and the HDR team. Hands-on coordination with Union Pacific, PG&E, SMUD, and Haggin Oaks Golf Course will be maintained throughout the project. Close communication will be maintained with the City Project Manager, who will be copied on correspondences.

**Progress Meetings** - HDR will hold weekly progress meetings with the contractor and their appropriate subcontractors to review construction progress. Monthly meetings to specifically discuss scheduling will also be held to identify work completed and plan of activities for the coming month. We will keep minutes of the meetings, assigning action items, responsibilities and documenting project trends.

**Document Control** - When performing construction management activities, an area of importance that cannot be overemphasized is Document Control. Effective control of a construction project cannot be maintained without paperwork—to inform, to change, to expedite, and to provide a permanent record. HDR will serve as the focal point responsible for the coordination of the required documents. Contract files will be maintained in accordance with the Caltrans Construction Manual and Local Assistance and Procedures Manual.



## **SCHEDULE MANAGEMENT, PROGRESS MEETINGS, AND REPORTS**

The HDR team will review both the construction baseline schedule and schedule updates. Analysis of the schedules will look for flaws and areas of special concern (including impacts of weather and change orders). We will check the Logic Network and the activity input durations and precedents for reasonableness of the sequence and the duration of the activities. Should the progress as compared to the planned schedule slip, HDR will formally notify the Contractor of schedule slippage. HDR will also confirm that the Contractor updates of construction schedule incorporate actual progress, weather delays, and change order impacts. Key schedule items include submittals, PG&E work, SMUD de-energization of overhead utilities and the stream zone working window. When needed, HDR will negotiate time extensions due to change orders, weather, and other delays.

**Project Reporting** - A monthly status report will be prepared and submitted to the City project manager. The report will include: (1) progress to date; (2) status of submittals and change orders; (3) potential claims; (4) progress pay estimates; and (5) current construction schedule.

## **PAYMENT RECOMMENDATIONS**

At the beginning of the contract, the initial schedule of values will be reviewed for reasonableness. We will review applications for payment with the contractor and negotiate any differences between the amount requested and the engineer's estimate for work completed. Payments will be processed through the City Project Manager.

## **SUBMITTALS MANAGEMENT**

Contract provisions identify specific items to be provided by the contractor which are subject to review. HDR will establish a list of required submittals, including materials to be installed, and shop fabrication plans. When we receive submittals from the contractor, they will be stamped and logged in by date of receipt, and monitored to assure timely response. HDR will then review these submittals. David Evans and Associates will review appropriate submittals, such as girder shop drawing. HDR will coordinate the reviews to ensure consistent and complete reviews.

## **REQUESTS FOR INFORMATION (RFI'S)**

HDR will manage contractor-requested design clarifications during construction. The status of RFI's will be accounted for in the RFI log. HDR will respond to RFI's related to construction issues and transmit design-related RFI's to David Evans and Associates and copy City Project Manager.

If necessary, we will conduct meetings with the contractor and other parties to discuss and resolve requests for information. Clarifications responses will be presented in writing to the contractor by HDR.

## **CHANGE ORDERS**

Evaluation and negotiation of contract change orders (CCO's) is among the most important functions of the construction management team. A quick and accurate evaluation can help keep the project on schedule and avoid contractor claims. HDR's review of CCO's will include:

- City informed on status of CCOs
- Maintain a log of proposed CCOs, indicating action dates and status
- Identify source of potential CCO (owner-directed, unforeseen site conditions, etc.)
- Determine if the condition is actually a changed condition and document if valid
- Coordinate with City and the design team regarding impacts to the design
- Independently evaluate cost and schedule impacts of CCO, and document findings
- Determine if extra working days are warranted due to schedule critical path impacts
- Evaluate contractor's CCO cost estimate and schedule impacts and negotiate as necessary
- Prepare CCO documentation for City and contractor signatures
- Prepare and incorporate the CCO into the progress payment breakdown
- Perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status. This claims administration work occurs during the construction period. Claims resolution which occurs after the construction period, if any, will be performed as an extra service because the amount of work cannot be determined ahead of time.

### **CONSTRUCTION OBSERVATION/INSPECTION SERVICES**

HDR's inspectors will develop Daily Inspection Diaries for documentation of the project for extra work billings, contract disputes, differing site conditions, and "Record Drawings". Inspection services will:

- Provide day-to-day written inspection reports on work performed by the contractor
- Document work performed, manpower, and extra work through daily diaries
- Schedule quality assurance material testing with WRECO and coordinate corrective measures as required for failing materials
- Identify any potential flaws in the constructed product and provide feedback on proposed remedial action from the contractor
- Perform quantity calculations based on completed work for Progress Payments
- Take progress photos of the work and field conditions
- Prepare punch list and update "Record Drawings" as the work progresses
- Monitor traffic detours/lane closures and verify that they are opened in a timely manner

### **QUALITY ASSURANCE TESTING**

HDR will use the Caltrans Construction Manual, California Test Methods, and State Quality Assurance Program for materials testing incorporated in the work. Materials will either be tested in the field or will come in the form of manufactured materials. Materials will be accepted for use in the work as follows:

**Field Material Testing:** Test results will be logged. Failed tests that require additional work or replacement will be documented in the log and filed, as will retests. Only work with passing materials tests will be accepted. HDR's subconsultant, EarthSpectives, will perform the Gamma

Gamma pile testing. The remainder materials testing services will be scheduled by HDR and performed by WRECO. These tests include:

- Portland Cement Concrete: Compression, Sieve, and SE
- Asphalt Concrete: Sieve, SE, Density and AC Content
- Aggregate Base: Compaction
- Native Material Subgrade: Compaction
- Embankment/Structural Backfill: Compaction, Material Conformance

**Manufactured Materials:** Manufactured materials will be accepted on confirmation by the Resident Engineer/Structures Representative of the materials' conformance to the Project Plans and Specifications based on the manufacturer's data sheet, Certificate of Compliance, and visual verification. For the precast voided slab girders, we will provide source inspection at the manufactured plant. A Source Inspection Quality Management Plan (SIQMP) following the Caltrans format shall be prepared and submitted for City approval prior to performance of any source inspections.

#### **STORM WATER POLLUTION**

Daily SWPPP compliance assurance will be performed by Resident Engineer/Structures Representative and/or Inspector, both are Certified by the RWQCB as Qualified SWPP Practitioners (QSP). SWPPP activities will be conducted in accordance with the RWQCB, as well as the Army Corp of Engineers and Department of Fish and Wildlife Permits. HDR has a very strong working knowledge of each of these documents. Responsibilities include:

- Submitting the Notice of Intent and the Notice of Termination
- Uploading the required SWPP documents into the Stormwater Multi Application Reporting and Tracking System (SMARTS)
- Managing storm water run-off and run-on controls
- Developing a Rain Event Action Plan (REAP) 48 hours prior to a rain event
- Monitoring Requirements Adherence Numeric Action Levels are enforced (NTU, pH)
- View "Discharge" location within 24 hours of each Rain Event.
- Reporting illicit discharges, if any
- SWPPP is a living document and needs to be continually updated and documented.

#### **ENVIRONMENTAL PERMITS (ARCADE CREEK PERMIT ADHERENCE)**

The construction of the bridge takes place in the "Stream Zone" and necessitates a "Stream Bed Alteration Agreement" which triggers specific requirements with the California Department of Fish and Wildlife, the US Army Corps of Engineers 404 Permit, and the Regional Quality Control Board 401 Permit. HDR will confirm that the contractor adheres to the aspects of these permits. Samples of some permit specifics that we will enforce include:

##### U.S. Army Corps of Engineers 404 Permit

- Submit photographs of preconstruction prior to start of job
- Follow guidelines in the Corps "Nationwide Permit Summary"
- Restore stream to preconstruction condition



- Submit post construction photographs within 30 days of riparian zone work completion
- Regional Water Quality Control Board 401 Permit
- Implement a SWPP Plan per the General Construction Permit
- Notify Board 7 days in advance of "In Water Work"
- Perform Stream Water Sampling for in water work, materials reaching water, or the presence of visible plumes
- Provide Notice of Completion 30 days after project complete

#### Department of Fish and Wildlife Stream Bed Alteration Agreement

- Notification to the DFG prior to beginning work
- Contractor signing the Stream Bed Alteration Agreement
- The Resident Engineer/Structures Representative and DFW approving of the Contractor's Stream Diversion Dam Submittal
- Conform to work within or adjacent to Arcade Creek within the June 1 - October 31 window.

#### **CONSTRUCTION STAKING**

HDR's subconsultant, Morton & Pitalo, will assist in construction staking services per Section 11 of Caltrans Surveys Manual. The surveyor will cooperate and work with the construction contractor; however, any survey request must be coordinated through the Resident Engineer/Structures Representative. Construction staking will be performed no later than two working days after the initial request is made through the Resident Engineer/Structures Representative. The surveyor shall make reasonable efforts to organize work to meet the Contractor's operations schedule. The office support work will also include crew scheduling and record keeping including maintaining a record of written staking requests and document survey turnaround times.

#### **LABOR COMPLIANCE SERVICES**

HDR staff is very knowledgeable on Labor Compliance. We understand the importance of adhering to Federal and State labor laws and their compliance to receive project funding. The labor compliance services to be provided under this contract will be under the direct supervision of the Contracts & Compliance Specialist and Administrative Analyst assigned to the Contract Services division. Each contractor and every lower-tier subcontractor is required to submit certified payroll and other labor compliance documentation electronically through a web-based system called LCPTracker. HDR is required to ensure all records pertaining to this project, including their own, are maintained in LCPTracker. No penalties shall be issued nor investigations be performed without prior approval from Contract Services staff. As such, no Labor Compliance related correspondence, other than day-to-day e-mails should be sent without approval from Contracts Services staff. Contract Services staff is to be copied on all Labor Compliance related e-mail correspondence. These services include, but are not necessarily limited to, the following:

#### Field Investigations

- Conduct employee interviews at the job site or at alternate venues to verify correct payment of prevailing wage. HDR will conduct the number of interviews required by City and/or Federal policy and determine the employee classes to be surveyed. Investigations will be conducted as needed to verify information received in wage or apprenticeship violation complaint.
- Check and verify certification for all apprentices used and equivalent service classifications. Verify that required project ratios have been attained and required contributions to the applicable apprenticeship committees have been made.
- Assist as needed with reviewing and verifying contract specifications, contractor submittals, subcontractors to the project, and project funding sources for appropriate background material needed to pursue wage or apprenticeship standards investigation or conduct employee field interviews.
- Interview City and/or contractor staff as necessary and appropriate to any investigation assigned to the consultant.
- Randomly audit certified payroll documents for correct payment of prevailing wage, contractor submissions to the City, contributions to employee medical plans or programs, and/or contributions to the Apprenticeship Committee with jurisdiction over a project location.
- Prepare first notice of wage investigation for Contract Services' staff approval to be sent to the contractor and/or applicable subcontractors.
- If certified payroll records are found to be in error, request that contractor provide corrected certified payroll reports with a reasonable deadline to provide them and appropriate follow-up to ensure they are provided.
- Identify wage underpayments, if any, by the employee(s) underpaid identified by name and amount each was underpaid, the total amount of underpayment, duration of the underpayment, and the reason for underpayment. An Excel spreadsheet is the recommended format for this information. If necessary, backup documentation is to be provided to Contract Services' staff verifying restitution was made. Backup documentation shall be in the form of cancelled checks, or approved alternative.
- Prepare a report for the Engineering Services Manager and Contract Services staff recommending a course of action with respect to the investigation. If alleged violations are in fact true, then consultant will also make a finding as to whether or not the contractor willfully intended to violate Prevailing Wage Law or Apprenticeship Standards. This finding will be used by the City to determine whether penalties should be levied.
- Provide regular bi-weekly briefings to the Engineering Services Manager and Contract Services staff as to the status of any wage or apprenticeship standards investigation assigned to the consultant.
- Consult and coordinate with City Contract Services staff, State Department of Industrial



Relations (DIR) or Division of Apprenticeship Standards staff to obtain information necessary to an investigation or verify current policy as necessary and appropriate.

- Provide technical support to contractors, as necessary and appropriate, in the submission of electronic certified payroll records to the LCPTracker database system. Coordinate resolution of system issues with contractors, City and LCPTracker staff. Attend monthly LCPTracker user group meetings on the behalf of the City.

#### Administrative Services

- Assist with the Processing of monthly project progress payments ensuring completeness and accuracy and verification of supporting documentation in the form of certified payroll and DBE attainments (for federal-aid projects). This task also involves random monitoring of certified payroll records to ensure correct payment of prevailing wages for the various job classes employed on each construction project subject to prevailing wage requirements.
- Attend pre-bid and/or pre-construction meetings assist Contract Services staff with explaining labor compliance requirements.
- Assist with requests for public records in accordance with City policy and the California Public Records Act.
- Assist with construction stop notices and releases in accordance with established City policy and procedure
- Maintain Contract Services labor compliance files and records in accordance with established City records retention policies. (All hard files will be kept at Engineering Services, 915 I Street, 2nd Floor in the contract services files. Electronic files will be kept in LCPTracker.
- Assist with project close out documents for project completion, including retention release requests within required time frames as specified in City Code, State and/or Federal policy
- Attend various internal and external meetings at the request of the Engineering Services Manager and/or Contract Services staff.
- Coordinate with Department staff in the development of training materials in the areas of labor compliance to ensure conformity to existing City, State and/or Federal law, and provide in-service training to staff and/or contractors as assigned.
- Assistance in the preparation of demographic, labor compliance, project participation and/or service utilization reports as requested by the Engineering Services Manager and/or Contract Services staff.

## Task 3 - Post Construction Services

### **PERFORM FINAL INSPECTION/ISSUE NOTICE OF COMPLETION**

Items to be corrected or furnished by the construction contractor before project acceptance will be put in the form of a punchlist as the work nears completion. HDR will facilitate the development of the punchlist, with participation by major stakeholders, including the City, the Designer, and affected agencies. Upon satisfactory completion of all elements of construction, HDR will submit a Notice of Final Completion to the contractor, thus relieving him from further maintenance. Upon issuance of final acceptance, we will receive the contractor's warranty letter, review it for compliance with the contract documents, and submit it to the City.

### **PREPARE FINAL PAYMENT REQUEST**

After acceptance, HDR will prepare a proposed final estimate (PFE) to allow the contractor to make exceptions to the final amount of compensation. Prior to submitting the PFE, we will meet with the contractor to attempt to agree on final payment for all contract items and change orders. If the contractor still objects to the PFE, we will assist the City in negotiating final settlement with the contractor and process the final estimate.

### **DELIVER FINAL PROJECT DOCUMENTS**

**Prepare and Submit "As-Built Drawings"** - At a project's completion we will receive the contractor's prepared "Record Drawings" and perform a final review for completion against HDR's own Record Drawings. Upon verification all deviations from the project plans have been appropriately identified, HDR will prepare the "As-Built Drawings" which are to be submitted to the City for archiving.

If during construction conditions are encountered which require significant changes to the design, HDR's scope of services will be amended via supplemental agreement to include the preparation of stamped and signed plans for any necessary design modification.

**Deliver Project Files** - Project files will be maintained in hard copy and electronic formats. The hard copy files will be packaged in accordance with the numbered filing system and delivered to the City.

## EXHIBIT B

### PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

#### FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of **\$758,556.56**.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Matthew Johns, P.E.*  
*New City Hall*  
*915 I Street, Room 2000, Sacramento CA 95814*  
P: 916.808.5760/Email: mjohns@cityofsacramento.org

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, 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.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1 to Exhibit B

I. COMPENSATION AND PAYMENT

- A. CONTRACTOR shall not commence performance until a written "Notice to Proceed" has been issued by CITY Project Manager.
- B. CONTRACTOR shall be reimbursed for services at the specific rate of compensation in the approved 10-H Form(s). Unless specifically identified as some other method, the specified rates shall include direct/base hourly rate, fringe benefits, overhead, and profit.
- C. CONTRACTOR shall be reimbursed for Other Direct Costs (ODC), at rates as identified on the approved 10-H Form(s) with receipts for actual costs.
- D. If applicable, CONTRACTOR shall pay prevailing wages to those workers employed on public works contracts performing applicable duties as required by the State Labor Code and City Code 3.60.180. CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Based on prevailing adjustments, CONTRACTOR may request an adjustment in the rate(s) in the 10-H form. These adjusted rates will not go into effect until the approval date by the City of the Supplemental Agreement. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. A mistake, inadvertence, or neglect by CONTRACTOR in failing to pay the correct rates of prevailing wage will be remedied solely by CONTRACTOR and will not, under any circumstances, be considered as the basis of a claim against CITY on this Agreement.
- E. Unless specifically stated, the contract shall be a not-to-exceed by task, Other Direct Cost (ODC) line item, and total budget as included in the Cost Proposal. Written approval by CITY Project Manager is required for reallocation of budget between tasks, between ODC line items, or between tasks and ODCs. All reallocation requests must include a revised Cost Proposal. If the reallocation will directly or indirectly require an increase in the total contract amount, it will be require a Supplemental Agreement to be approved by the CITY as described in Section G.
- F. Written approval by CITY Project Manager is required for any staff substitutions or additions of staff under classifications included in the 10-H Form(s).

1. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
2. Any addition or substitution shall be paid at the same or lower rate of the previously approved or similar classification.
3. If a substitution involves Key Staff, CONTRACTOR shall request and justify the need for substitution and obtain written approval from CITY Project Manager. The justification shall include a resume of the proposed new Key Staff.

If the staff addition or substitution will include a new classification, any rate increase, or will directly or indirectly require an increase in total contract amount, it will require a Supplemental Agreement to be approved by the CITY as described in Section G.

**No work shall commence until written approval by the CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of approval by the City, shall not be reimbursed.**

- G. Supplemental Agreements are required for any changes to the scope and terms of the agreement, including but not limited to the following:
1. Increasing the Agreement not-to-exceed amount.
    - a. Any increase to the not-to-exceed amount shall include a cost proposal documenting the increase.
  2. Adding task(s) within the advertised scope.
  3. Adding new classifications or adjusting rates:
    - a. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
    - b. CONTRACTOR may request cost of living increases in base salary of staff after the contract has been in effect for one year. The maximum increase, if approved, shall be the annual Cost of Living Adjustment (COLA) increase as calculated and used by the Social Security Administration. Any approved increase shall not go into effect until a Supplemental Agreement is executed.
  4. Adding SUBCONTRACTORS.
  5. Adding new Other Direct Cost (ODC) items not included in 10-H Form.
  6. Extending the sunset date of the Agreement.

**No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of the execution of the Supplemental Agreement by the City, shall not be reimbursed.**

H. Monthly Invoices

1. Invoices shall be made in arrears based on services provided at specific hourly rates and other direct cost(s) incurred per the approved 10-H Form(s).
2. CONTRACTOR AND SUBCONTRACTOR invoices shall be submitted using the City-template and include the following:
  - a. Task, Budget, and Billing Summary.
  - b. A copy of all invoices for Other Direct Costs and appropriate back up documentation, at rates consistent with the approved 10-H Form(s).
  - c. A copy of SUBCONTRACTOR invoices using the City template.
  - d. CONTRACTOR Project Manager's signature certifying that all charges have been reviewed and are in compliance with the contract terms.
  - e. Written approval of CITY Project Manager for any overtime expenses for Prevailing Wage staff consistent with the approved 10-H Form(s).
  - f. Written approval by CITY and CONTRACTOR of Reallocation of Budget between Tasks or between Tasks and Other Direct Costs.
3. For non-federally funded projects, CONTRACTOR shall meet the 5% Local Business Enterprise (LBE) participation requirement, unless an LBE waiver has been obtained by CITY Project Manager prior to the agreement being executed. CONTRACTOR will track LBE utilization, including for all subcontractors, and include the percentage achieved with each invoice. The 5% requirement only applies to those agreements awarded for a not-to-exceed amount over \$100,000.
4. For federally funded projects in compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report (Form ADM-3069) is required, as specified in this Agreement.
5. CONTRACTOR may include SUBCONTRACTOR costs that are treated by the CONTRACTOR as accrued due to such costs having been billed by the SUBCONTRACTOR to CONTRACTOR and recognized by CONTRACTOR and CITY as valid, undisputed, due and payable..

6. CONTRACTOR shall not add a mark-up to SUBCONTRACTORS for professional services or other direct costs included in the approved 10-H form(s).
7. Invoices for approved monthly services shall be submitted by CONTRACTOR and received by CITY Project Manager within 45 calendar days of the completion of the approved monthly services specified in the Task, Budget, and Billing Summary.

## II. COST PRINCIPLES

- A. All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.
- B. For federally funded projects, all costs must be in accordance with the cost principles of Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.).
- C. For federally funded projects, CONTRACTOR agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).
- D. Any costs for which payment had been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by CONTRACTOR to CITY.

## III. CONFLICT OF INTEREST

- A. CONTRACTOR shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONTRACTOR shall list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. CONTRACTOR certifies that it does not now have, nor shall it acquire in the future, any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article III.

- D. CONTRACTOR certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for SUBCONTRACTORS whose services are limited to providing surveying or materials testing information, no SUBCONTRACTOR who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

IV. PROVISIONS FOR REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. In the event of breach or violation of this warranty, CITY shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

V. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONTRACTOR certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or 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; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. 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, US. 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.
- C. CONTRACTOR also agrees by signing this document 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 sub recipients shall certify and disclose accordingly.

#### VI. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.
- D. CONTRACTOR and SUBCONTRACTORS' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by CITY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into

the contract by this reference if directed by CITY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

#### VII. SUBCONTRACTING

- A. CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to SUBCONTRACTORS.
- C. Any substitution of SUBCONTRACTORS must be approved in writing by CITY's Contract Administrator prior to the start of work by the SUBCONTRACTOR.

#### VIII. RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, SUBCONTRACTORS, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTORS that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. All subcontracts shall contain this provision.

**\*All referenced forms and sample templates will be provided by CITY.**



Morton & Pitalo, Inc.							
Classification	Staff Name	Principal Surveyor Gorges	Survey Supervisor Meissen	Survey Party Chief Prasad	Survey Chainman Cabral	Total Cost	
Approved Flat Hourly Rate		\$ 197.94	\$ 128.82	\$ 119.52	\$ 98.40		
<b>Task 1 - Preconstruction Services</b>							
1.1	Review Project Documents / Additional Constructability Review	Hours					
1.2	Prepare Project Schedule	Hours					
1.3	Establish Project Procedures	Hours					
1.4	Kick-Off Meeting	Hours					
1.5	Preconstruction Conference	Hours					
1.6	Public Outreach	Hours					
<b>Task 2 - Services During Construction</b>							
		15	85	84	84	\$ 32,224.08	
2.1	Observe Utility Company Relocations	Hours					
2.2	Project Coordination and Correspondence	Hours					
2.3	Schedule Management, Progress, Meetings, and Reports	Hours					
2.4	Payment Recommendations	Hours					
2.5	Submittal Management	Hours					
2.6	Requests for Information	Hours					
2.7	Change Orders	Hours					
2.8	Construction Observation / Inspection Services	Hours					
2.9	Quality Assurance Testing	Hours					
2.1	Storm Water Pollution	Hours					
3.11	Environmental Permits (Arcade Creek Permit Adherence)	Hours					
3.12	Construction Staking	Hours	15	85	84	\$ 32,224.08	
3.13	Labor Compliance Services	Hours					
<b>Task 3 - Post Construction Services</b>							
3.1	Perform Final Inspection / Issue Notice of Completion	Hours					
3.2	Prepare Final Payment Request	Hours					
3.3	Deliver Final Project Documents	Hours					
<b>Total</b>			\$ 2,969.10	\$ 10,949.70	\$ 10,039.68	\$ 8,265.60	\$ 32,224.08

Classification	Staff Name	Senior Geotechnical Engineer	Senior Geologist/Project Manager	Inspector/Technician (Groups 1 - 4)	Total Cost	
<b>Task 1 - Preconstruction Services</b>						
1.1	Review Project Documents					
1.2	Kick-Off Meeting					
1.3	Preconstruction Conference					
<b>Task 2 - Services During Construction</b>						
2.1	Earthwork Construction for Earthen Dam (7 Days per Construction Schedule)					
	Field Density Testing (estimated 5 trips @ 4 hours per site visit)					
2.2	Earthwork Construction for Rough Grade/Structural Backfill (5 Days per Construction Schedule)					
	Field Density Testing (estimated 4 trips @ 4 hours per site visit)					
2.3	Earthwork Construction for PG&E (20 Days per Construction Schedule)					
	Field Density Testing (estimated 15 trips @ 4 hours per site visit)					
2.4	Earthwork Construction for AB/Pavement (15 Days per Construction Schedule)					
	Field Density Testing (estimated 10 trips @ 4 hours per site visit)					
2.5	Field Concrete Testing for CIDH Pile Construction (20 Days per Construction Schedule)					
	Field Concrete Testing (Estimated 20 trips @ 4 hours per site visit)					
2.6	Field Concrete Testing for Retaining Wall Construction (30 Days per Construction Schedule)					
	Field Concrete Testing (Estimated 4 trips @ 4 hours per site visit)					
2.7	Field Concrete Testing for Fab. & Cure Precast Slabs (30 Days per Construction Schedule)					
	Field Concrete Testing (Estimated 4 trips @ 4 hours per site visit)					
2.8	Field Concrete Testing for Abutments/Wingwalls (20 Days per Construction Schedule)					
	Field Concrete Testing (Estimated 4 trips @ 4 hours per site visit)					
2.9	Field Concrete Testing for Bent Piers Construction (10 Days per Construction Schedule)					
	Field Concrete Testing (Estimated 4 trips @ 4 hours per site visit)					
2.1	Field Concrete Testing for Pier Caps Construction (20 Days per Construction Schedule)					
	Field Concrete Testing (Estimated 8 trips @ 4 hours per site visit)					
2.1.1	Field Concrete Testing to Form and Pour Deck (10 Days per Construction Schedule)					
	Field Concrete Testing (Estimated 4 trips @ 4 hours per site visit)					
2.1.2	Field Concrete Testing for Approach Slab/Barrier (10 Days per Construction Schedule)					
	Field Concrete Testing (Estimated 4 trips @ 4 hours per site visit)					
2.1.3	Project Management					
	Field Concrete Testing (Estimated 4 trips @ 4 hours per site visit)					
<b>Task 3 - Post Construction Services</b>						
3.1	Prepare Final Materials Testing Documents					
3.2	Final Materials Testing Document Review					
<b>Total</b>						
<b>Other Direct Costs - Materials Testing/Laboratory Tests</b>						
	Concrete Cylinder Pick-ups					
	Concrete Compressive Strength Testing (CTM-521, ASTM C39)					
	Reinforcing Steel Testing (Rebar, Hoops, Couplers, etc.)					
	Bulk Specific Gravity of Compacted Sample or Core; Paraffin Coated (CTM 308A and ASTM D1188)					
	Lab Tested Maximum Density; Hveem, 3 briquettes (CTM 304, 308, ASTM D1561, D1188)					
	Hveem Stabilometer Test, Premixed, 3 briquettes (CTM 304, 366, ASTM D1560, 1561)					
	Maximum Theoretical Specific Gravity [RICE] (CTM 309, ASTM D2041)					
	Compaction Test (ASTM D1557 B)					
	Compaction Test (ASTM D1557 C)					
	Compaction Test (ASTM D698 B)					
	Compaction Test (CTM-216)					
	Cleanliness Value 1" x #4 (CTM-227)					
	Cleanliness Value 1.5" x 0.75" (CTM-227)					
	Crushed/Fractured Particles (CTM-205, ASTM D5821)					
	Durability Index, Method A, B, C or D (CTM-229, ASTM D3744)					
	R-Value Soil/Aggregate Base (CTM-301, ASTM D2844)					
	Gradation Analysis (CTM-202, ASTM D422)					
	Atterberg Limits (CTM-204, ASTM D3418)					
	Sand Equivalent (CTM-217)					
	Expansion Index (ASTM D4829)					
	Moisture Content (CTM-226, ASTM D2216)					
<b>Materials Testing/Laboratory Testing Not-to-Exceed</b>						
					\$ 33,365.00	
					<b>Grand Total</b>	<b>\$69,327.82</b>



**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at [http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: HDR Construction Control Corporation

Indirect Cost Rate: 117.07% \* for fiscal period 12/30/2012 to 12/28/2013 (mm/dd/yyyy to mm/dd/yyyy)

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sacramento

Contract Number: \_\_\_\_\_ Project Number: T15068500

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$22,980,000 and the number of states in which the firm does business is 25.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

- 1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ 758,556.56

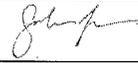
Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

<u>WRECO</u>	\$69,327.82
<u>Morton &amp; Pitalo</u>	\$32,224.08
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Graham D. Sharpe \_\_\_\_\_

Title: Vice President \_\_\_\_\_

Consultant Certification Signature \*\*:  \_\_\_\_\_

Date of Certification (mm/dd/yyyy): 03/31/2015

Consultant Contact Information:

Email: graham.sharpe@hdrinc.com

Phone number: (916)817-4700

**\*\*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

**Distribution:** 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files



**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: Morton & Pitalo, Inc.

Indirect Cost Rate: 193.63% \* for fiscal period 1/01/2012 to 12/31/2012 (mm/dd/yyyy to mm/dd/yyyy)

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sacramento

Contract Number: \_\_\_\_\_ Project Number: T15068500

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 150,000 and the number of states in which the firm does business is 1.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

- 1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ \$32,224.08

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

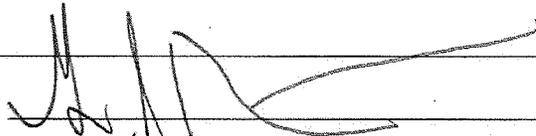
Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Gregory J. Bordini

Title: President

Consultant Certification Signature \*\*: 

Date of Certification (mm/dd/yyyy): 3/30/2015

Consultant Contact Information:

Email: gbordini@mpengr.com

Phone number: (916) 496-8763

\*\*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

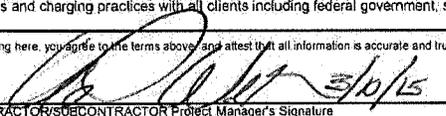
Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files



1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. 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. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. 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., named Project Manager, 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, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. 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.
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.
7. Local transportation costs resulting from commuting to and from the employee's residence to the office or 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

 3/10/15  
CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

(type/print name here)

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at [http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**Consultant Firm Name: WRECOIndirect Cost Rate: 128.49% \* for fiscal period 01/01/2012 to 12/31/2012 (mm/dd/yyyy to mm/dd/yyyy)

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of SacramentoContract Number: \_\_\_\_\_ Project Number: T15068500

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 10M and the number of states in which the firm does business is 1.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 69,327.82

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Han-Bin Liang

Title: President



Consultant Certification Signature \*\*: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): 03/10/2015

Consultant Contact Information:

Email: hanbin\_liang@wreco.com

Phone number: (925) 941-0017

**\*\*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

*Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

**Distribution:** 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*

Not furnish any facilities or equipment for this Agreement; or

\_\_\_\_\_ furnish the following facilities or equipment for the Agreement  
*[list, if applicable]:*

## EXHIBIT D

### PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

#### GENERAL PROVISIONS

##### 1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.
2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
  3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
  4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
  5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
  6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright,

data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The

CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

**8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

**9. Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

- (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

- (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, 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 "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real, or intellectual property, or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors, or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims 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. Insurance Policies; Intellectual Property Claims: 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 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

**11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

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 the Services

provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

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 or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & 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, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, 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 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 accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." \_\_\_\_\_ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. \_\_\_\_\_ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." \_\_\_\_\_ (CONTRACTOR initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million (\$1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is  Is not \_\_\_\_\_ required for this Agreement.

If required, such coverage must be continued for at least 2 year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

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, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (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) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, 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:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY 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 named in Exhibit A. 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) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento  
c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)  
PO Box 257  
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:  
CertsOnly-Portland@ebix.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement 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 or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance

coverage specified in subsection A, above.

- 12. Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
  - B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
  - C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
  - D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions 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 CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
  - E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
    - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
    - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
  - F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases

of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and

shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

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

## EXHIBIT E

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (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 \$100,000.00. 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 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, 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.

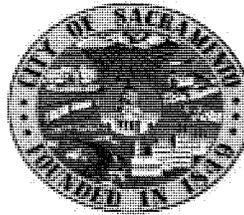
#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

**Attachment A**



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

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 Code (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  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814

- 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

## Attachment B



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

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  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814
- 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.

## EXHIBIT F

### CALIFORNIA DEPARTMENT OF TRANSPORTATION ADDITIONAL CONTRACT PROVISIONS

- A. This Agreement (hereafter the "Contract") shall begin on \_\_\_\_\_, contingent upon approval from the State, and expire on June 30, 2016, unless extended by amendment.
- B.
1. Code of Federal Regulations (CFR) 48 Chapter 1, Part 31 shall be used to determine the allowability of the Individual items of cost.
  2. The Consultant (hereafter referred to as either "Consultant" or "Contractor") agrees to comply with federal procedures in accordance with CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  3. Any costs for which payments have been made to the contractor, which are determined by subsequent audit to be unallowable under CFR 48, Chapter 1 Part 31 and CFR 49, Part 18, are subject to repayment by the contractor to the City of Sacramento, the State and the Federal Government.
  4. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- C.
1. The City of Sacramento shall reimburse the contractor for actual costs as specified herein. The actual costs shall include direct salary costs, employee benefits, overhead and fee. The total amount payable by the City, for all Task Orders and expenses resulting from this contract, shall not exceed \$ 758,556.56. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Task Orders.
  2. The Contractor shall be reimbursed for direct costs, other than salary costs that are identified in an executed Task Order.
  3. The Contractor shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules. In addition, contractor's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.

4. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has been issued by the City and State's Contract Manager. No payment will be made for any work performed prior to approval of this contract.
  5. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- D.**
1. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of work pertinent to this contract shall be subcontracted without written authorization by the State's or City's Contract Manager, except that which is expressly identified in the Contractor's Cost Proposal.
  2. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all provisions stipulated in this contract to be applicable to subcontractors.
  3. Any substitution of subcontractors must be approved in writing by State's or City's Contract Manager.
  4. Any subcontract, entered into as a result of this contract shall contain all the provisions of this Article.
- E.**
1. Prior authorization in writing by the City's Contract Manager shall be required before the Contractor enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or consultant services. The Contractor shall provide the necessity or desirability of incurring such costs.
  2. For purchase of any item, service or consulting work not covered in the Contractor's Cost Proposal and exceeding \$500, with prior authorization by the City's Contract Manager, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.
  3. Any equipment purchased as a result of this contract is subject to the following. The Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year or more and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, the Contractor may either keep the equipment and credit the City in an amount equal to

its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State and City procedures, and credit the City in an amount equal to the sales price. If the Contractor elects to keep the equipment, the fair market value shall be determined, at the Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the City, State and the Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the State.

4. CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
  5. Any subcontract entered into as a result of this contract shall contain all the provisions of this article.
- F.** In accordance with Public Contract Code Section 10296, a contractor who is not a public entity, by signing this contract, hereby swears under penalty 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 that orders the Contractor to comply with an order of the National Labor Relations Board.
- G.** It is understood and agreed that the contract's not-to-exceed amount is an estimate and that City of Sacramento will pay only for those services actually rendered as authorized by the Contract Manager or his/her designee.
- H.** The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has been issued by City and State's Contract Manager. No payment will be made for approval of this contract.
- I.** 1. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 8546.7, the Contractor, subcontractors, the City of Sacramento and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the cost of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The City of Sacramento, the State, the State Auditor, FHWA or duly authorized representative shall

have access to any books, records, and documents of the Contractor that are pertinent to the contract for audits examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

2. Any subcontract entered into as a result of this contract shall contain all the provisions this article.

#### J. Introduction Under Early Termination

1. Within 30 days of the date the consultant is notified of early termination for the convenience of the City of Sacramento, the consultant shall prepare and submit to the Contract Manager for approval, two separate supplemental cost proposals: 1) A final revised cost proposal for all project-related costs to the revised termination date, and 2) A cost proposal specifically addressing the termination settlement costs only.
2. The consultant's final revised cost proposal and termination settlement shall reflect any work that is not covered by the executed original contract or executed contract amendment(s) and should reflect the reduced level of effort resulting from the early termination, if applicable.
3. Project-related documents shall be described, listed and identified as part of the final revised cost proposal. Project related documents shall include all documentation that are incomplete and final form and which have been accepted as complete by the City of Sacramento, or documents in draft and/or incomplete form for those deliverables which are in progress by the consultant and have not been accepted as complete.

##### A. Consultant's Reports Under Early Termination

Upon notice of early termination consultant shall provide all project related correspondence required as part of the Consultant's scope of services. All documents must be received and accepted before the settlement costs invoice is paid.

##### B. Invoice Submittal Under Early Termination

Separate final invoices for project-related costs and termination settlement cost shall be submitted no later than thirty (30) calendar days after the date acceptance of the final cost proposal by the Contract Manager. Invoices shall be submitted in accordance with Exhibit B.

##### C. Expenses Payable Under Early Termination

The invoice for termination settlement cost shall contain the following, to the extent they are applicable. Lease termination cost for equipment and facilities approved under the terms of the contract: equipment salvage costs for equipment valued over \$500; rental cost for unexpired leases, less than the residual value of the lease; cost of alterations and reasonable restorations required by the lease, settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection, and disposition of property acquired or produced under the contract; indirect cost, such as payroll taxes, fringe benefit, occupancy costs, immediate supervision related to wages and salaries, incurred as settlement costs.

D. Termination issues for Subconsultants, Materialmen, Etc.

The consultant shall notify any subconsultant and service vendor providing service under this contract of the early termination date of this contract. Failure to notify any subcontractor and service vendor shall result in the consultant being liable for the termination cost incurred by any subcontractor and service or supply vendor for work performed under this contract except those specifically agreed to in the termination notice to the consultant.

E. Cost Principals Under Early Termination

Termination settlement expenses reimbursed in accordance with CFR 48, Federal Acquisitions Regulations System, Chapter 1, Part 31. Subpart 313205-42 (c) dealing with the Initial Costs are not applicable to architectural and engineering contract terminations.

F. Adjustment of Fixed Fee Under Early Termination

The fixed fee will be adjusted as determined by the Contract Manager in accordance with the guidelines Established in CFR 48 Chapter 1, Section 49.305-1.

G. Disputes Under Early Termination Conditions

Disputes under early termination conditions shall be resolved in accordance with the City's dispute resolution process.

**(NAME OF SUBCONSULTANT(s)): SEE 10-H See Exhibit 1 to attachment B**

1. The proposed hourly rate shall be adjusted to reflect the actual hourly rates of individual(s) who will be working on the project.
2. The contractor shall adjust the proposed indirect rate to the audited provisional rate of **SEE 10-H percent**.
3. The Other Direct Costs for vehicles shall be changed to reflect the audited rate of **N/A** per month.



**EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION**

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Sacramento, Public Works Department</u>			
2. Project Location: <u>Sacramento, CA</u> <u>Roseville Road Bridge Replacement Project - Resident Engineer, Inspection, Materials Testing, Construction</u>			
3. Project Description: <u>Staking, Labor Compliance, and Contract Administration Services</u>			
4. Total Contract Award Amount: \$ <u>\$758,556.56</u>			
5. Consultant Name: <u>HDR Construction Control Corporation</u>			
6. Contract DBE Goal %: <u>X 13</u>			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ <u>\$101,551.90</u>			
8. Total Number of <u>all</u> Subconsultants: <u>2</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Materials Testing	WRECO; 925-941-0017	30066	\$69,327.82
Construction Staking	Morton & Pitalo; (916) 984-7621	37754	\$32,224.08
Local Agency to Complete this Section		13. Total Dollars Claimed	12. DBE Dollar Amount
20. Local Agency Contract Number: _____		\$ 101,551.90	13.39 %
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____		15. Preparer's Signature _____	
		16. Preparer's Name (Print) _____	
Caltrans to Complete this Section		17. Preparer's Title	19. (Area Code) Tel. No.
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		Vice President	(916) 817-4700
28. DLAE Name (Print) _____	29. DLAE Signature _____	18. Date <u>3/24/2015</u>	19. (Area Code) Tel. No. _____
		15. Preparer's Signature _____	
		16. Preparer's Name (Print) _____	
		17. Preparer's Title _____	
		18. Date _____	

**Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
 (2) Copy – Include in award package sent to Caltrans DLAE  
 (3) Original – Local agency files

EXHIBIT 10-Q 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 *N/A*  
 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. Name and Address of Lobby Entity**  
 (If individual, last name, first name, MI)

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

(attach Continuation Sheet(s) if necessary)

**12. Amount of Payment (check all that apply)**  
 \$ \_\_\_\_\_  actual  planned

**13. Form of Payment (check all that apply):**  
 a. cash  
 b. in-kind; specify: nature \_\_\_\_\_  
 Value \_\_\_\_\_

**14. Type of Payment (check all that apply)**  
 a. retainer  
 b. one-time fee  
 c. commission  
 d. contingent fee  
 e. deferred  
 f. other, specify \_\_\_\_\_

**15. 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)

**16. Continuation Sheet(s) attached:** Yes  No

**17. 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: Graham D. Sharpe  
 Title: Vice President  
 Telephone No.: 916-817-4810 Date: 4/6/15

Authorized for Local Reproduction  
 Standard Form - LLL

**Federal Use Only:**

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q 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 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. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. 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).
12. 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.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. 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.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90

**EXHIBIT 10-V NON-DISCRIMINATION CLAUSE**

(To be included in Consultant Contract)

**NON-DISCRIMINATION CLAUSE**

During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

## 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>HDR CONSTRUCTION CONTROL CORPORATION</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <u>one</u> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>2379 GATEWAY OAKS DRWE, STE 200</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>SACRAMENTO, CA 95833</b>	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

<b>Social security number</b>											

or

<b>Employer identification number</b>									
4	7	-	0	6	8	0	5	6	8

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <b>GRAHAM SHARPE, VICE PRESIDENT</b>	Date ▶ <b>6 APRIL 2015</b>
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### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

93696

93696



BUSINESS OPERATIONS TAX CERTIFICATE

Business Name HDR ENGINEERING, INC.  
 Business Address 2365 IRON POINT RD 300  
 Owner HDR, INC.  
 Type of Business ENGINEERING SERVICES  
 Tax Classification 401

FROM	TO
Mo. Day Yr.	Mo. Day Yr.
07/01/2014	06/30/2015

Expires  
**CITY OF SACRAMENTO** TOTAL PAID: \$4,216.78

HDR ENGINEERING, INC.  
 CHAD M. HARTNETT  
 8404 INDIAN HILLS DR  
 OMAHA, NE 68114- 4049

VOID JUL 28 2014  
 IF NOT  
 VALIDATED **PAID**

THIS STUB MAY BE  
 FOLDED/DETACHED  
 BEFORE POSTING

**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).**

# 2015 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name  
City of Sacramento

Payee

Name  SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.

HDR CONSTRUCTION CONTROL CORP. 47 0680568

Address (apt./ste., room, PO Box, or PMB no.)

2379 GATEWAY OAKS DRIVE STE 200

City (If you have a foreign address, see instructions.)

SACRAMENTO

State ZIP Code  
CA 95833

**Exemption Reason**

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements 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, Definitions.

**Corporations:**

The 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. 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 D, Definitions.

**Partnerships or Limited Liability Companies (LLCs):**

The 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. 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 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). 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 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. If the trustee or noncontingent beneficiary 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 or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

**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 OF PAYEE:** Payee must 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) GRAHAM D. SHARPE, VICE PRESIDENT Telephone (916) 817-4700

Payee's signature  Date 6 APRIL 2015

# 2015 Instructions for Form 590

## Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

### General Information

**Registered Domestic Partners (RDP)** – For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

### A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding.

Form 590 does not apply to payments of backup withholding. For information on California backup withholding, go to [ftb.ca.gov](http://ftb.ca.gov) and search for **backup withholding**.

Form 590 does not apply to payments for wages to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, go to [edd.ca.gov](http://edd.ca.gov) or call 888.745.3886.

**Do not** use Form 590 to certify an exemption from withholding if you are a **Seller of California real estate**. Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

**The following are excluded from withholding and completing this form:**

- The United States and any of its agencies or instrumentalities.
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities.
- A foreign government or any of its political subdivisions, agencies, or instrumentalities.

### B Income Subject to Withholding

California Revenue and Taxation Code (R&TC) Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident partners, members, and S corporation shareholders and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.

- Payments to nonresidents for royalties from activities sourced to California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Endorsement payments received for services performed in California.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication, see Additional Information.

### C Who Certifies this Form

Form 590 is certified by the payee. California residents or entities exempt from the withholding requirement should complete Form 590 and submit it to the withholding agent before payment is made. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless notified by the Franchise Tax Board (FTB) that the form should not be relied upon.

An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the withholding agent may accept as a substitute certificate a letter from the payee explaining why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the FTB.

For example, if an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes. Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

### D Definitions

For California non-wage withholding purposes, **nonresident** includes all of the following:

- Individuals who are not residents of California.
- Corporations not qualified through the California Secretary of State (CA SOS) to do business in California or having no permanent place of business in California.
- Partnerships or limited liability companies (LLCs) with no permanent place of business in California.
- Any trust without a resident grantor, beneficiary, or trustee, or estates where the decedent was not a California resident.

Foreign refers to non-U.S.

For more information about determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status. Military servicemembers have special rules for residency. For more information, get FTB Pub. 1032, Tax Information for Military Personnel.

#### Permanent Place of Business:

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the CA SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

### E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

**Domicile** is defined as the one place:

- Where you maintain a true, fixed, and permanent home.
- To which you intend to return whenever you are absent.

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders.

California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

## Specific Instructions

### Payee Instructions

Enter the withholding agent's name.

Enter the payee's information, including the taxpayer identification number (TIN) and check the appropriate TIN box.

You must provide an acceptable TIN as requested on this form. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp no.); or CA SOS file number.

**Private Mail Box (PMB)** – Include the PMB in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

**Foreign Address** – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

Check the box that reflects the reason why the payee is exempt from the California income tax withholding requirement.

### Withholding Agent Instructions

Keep Form 590 for your records. **Do not** send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see Additional Information.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

If any of these situations occur, then withholding may be required. For more information, get Form 592, Resident and Nonresident Withholding Statement, Form 592-B, Resident and Nonresident Withholding Tax Statement, and Form 592-V, Payment Voucher for Resident and Nonresident Withholding.

## Additional Information

For additional information or to speak to a representative regarding this form, call the Withholding Services and Compliance telephone service at:

Telephone: **888.792.4900**

916.845.4900

Fax: 916.845.9512

OR write to:

WITHHOLDING SERVICES AND  
COMPLIANCE MS F182  
FRANCHISE TAX BOARD  
PO BOX 942867  
SACRAMENTO CA 94267-0651

You can download, view, and print California tax forms and publications at [ftb.ca.gov](http://ftb.ca.gov).

OR to get forms by mail write to:

TAX FORMS REQUEST UNIT  
FRANCHISE TAX BOARD  
PO BOX 307  
RANCHO CORDOVA CA 95741-0307

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

### Internet and Telephone Assistance

Website: [ftb.ca.gov](http://ftb.ca.gov)

Telephone: 800.852.5711 from within the  
United States

916.845.6500 from outside the  
United States

TTY/TDD: 800.822.6268 for persons with  
hearing or speech impairments

### Asistencia Por Internet y Teléfono

Sitio web: [ftb.ca.gov](http://ftb.ca.gov)

Teléfono: 800.852.5711 dentro de los  
Estados Unidos  
916.845.6500 fuera de los Estados  
Unidos

TTY/TDD: 800.822.6268 para personas con  
discapacidades auditivas  
o del habla



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2015

DATE (MM/DD/YYYY)

4/7/2015

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).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td></td> <td>19682</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td></td> <td>25674</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td></td> <td>23841</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company</td> <td></td> <td>19437</td> </tr> <tr> <td>INSURER E : National Union Fire Ins Co Pittsburgh PA</td> <td></td> <td>19445</td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Hartford Fire Insurance Company		19682	INSURER B : Travelers Property Casualty Co of America		25674	INSURER C : New Hampshire Insurance Company		23841	INSURER D : Lexington Insurance Company		19437	INSURER E : National Union Fire Ins Co Pittsburgh PA		19445	INSURER F :	
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INSURER D : Lexington Insurance Company		19437																			
INSURER E : National Union Fire Ins Co Pittsburgh PA		19445																			
INSURER F :																					
<b>INSURED</b> 1013472 HDR CONSTRUCTION CONTROL CORPORATION 8404 INDIAN HILLS DRIVE OMAHA NE 68114-4049																					

**COVERAGES** HDRIN01      **CERTIFICATE NUMBER:** 13420136      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	37CSEQU0950	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSE1160 (MA)	6/1/2014 6/1/2014 6/1/2014	6/1/2015 6/1/2015 6/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	ZUP-10R64084-14-NF (EXCLUDES PROF. LIAB)	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C C E	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	027527762 (AOS) 027527764 (ME) 027527763 (CA)	7/1/2014 7/1/2014 7/1/2014	7/1/2015 7/1/2015 7/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> <b>ARCHS &amp; ENGS PROFESSIONAL LIABILITY</b>	N	N	061853691	6/1/2014	6/1/2015	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT. PROJECT #T15068500. THE CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW. SEVERABILITY OF INTERESTS APPLIES. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

**CERTIFICATE HOLDER**

13420136  
 CITY OF SACRAMENTO  
 C/O EBIX RCS  
 PO BOX 257  
 PORTLAND MI 48875-0257

**CANCELLATION** See Attachments

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

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**POLICY NUMBER:** 37CSEQU0950

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04**

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

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

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

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

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

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

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

**CG 20 10 07 04**

**POLICY NUMBER:** 37CSEQU0950  
**LIABILITY**

**COMMERCIAL GENERAL**

**CG 20 37 07 04**

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS  
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

**ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS.**

**Location And Description of Completed Operations:**

**ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS.**

Information required to complete this Schedule, if not shown above will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**CG 20 37 07 04**

POLICY NO. 37CSEQU0951  
HARTFORD

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

**ADDITIONAL INSURED AND  
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

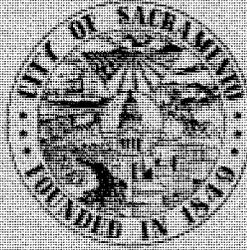
**BUSINESS AUTO COVERAGE FORM**

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

**Name of Additional Insured Person(s) of Organization(s):**

Blanket coverage as required by written contract.

Hartford Form #HA9913



**SPECIAL PROVISIONS  
NOTICE TO BIDDERS  
PROPOSAL AND CONTRACT  
FOR  
ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT  
IN  
CITY OF SACRAMENTO  
FEDERAL AID PROJECT NO: BRLS 5002(115)  
CITY PROJECT NO: T15068500  
Bid #: B1515113012**

**For use with City of Sacramento Standard Specifications for Public Construction Dated  
June, 2007, State of California 2010 Standard Specifications, Current Davis Bacon Wage Rates or  
State of California Prevailing Wage Rates (Higher Rate Prevails) and Labor Surcharge and  
Equipment Rental Rates.**

For Pre-Bid Information Call:  
Matthew Johns, Project Manager  
TEL: (916) 808-5760  
FAX: (916) 808-7904  
mjohns@cityofsacramento.org

Bids to be received before  
**2:00 P.M., Wednesday, January 21, 2015**  
1<sup>st</sup> Floor, Historic City Hall  
915 I Street, Sacramento, CA 95814

Pre-Bid Meeting:  
January 6, 2015 at 2:30 P.M.  
New City Hall  
915 I Street, Second Floor  
Conference Room 2105  
Sacramento, CA 95814

Engineer's Construction Estimate: **\$4,940,000**      Construction Time: 140 Working Days

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: Roseville Rd.

PROJECT DESCRIPTION: Roseville Rd. Bridge Replacement Project

TOTAL CONTRACT AMOUNT: \$ 3,936,273.00

BID DATE: February 11, 2015

BIDDER'S NAME: Viking Construction Company, Inc.

CONTRACT DBE GOAL: 7%

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
49-51	Furnish, pump & place concrete	38962	K&G Concrete, Inc.	\$201,102.46
4	Construction Area Signs	500	Construction Area Signs	\$7,500.00
50.54	Bearing Pads, Joint Seal	32785	Rupert Const. Supply	\$23,156.93
9-12	SWPPP, sampling, REAP, An. Report	38300	Tully Consulting Group	\$7,700.00
32,46,61	Trucking (2nd tier thru BCPG)	37869	West Coast Water & Tr.	\$39,383.11
15,50	Trucking	37869	West Coast Water & Tr.	\$14,220.00

**For Local Agency to Complete:**

Local Agency Contract Number: \_\_\_\_\_

Federal-aid Project Number: BRLS 5002 (115)

Federal Share: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Jose R. Ledesma [Signature] 3-23-15  
 Print Name Signature Date  
 Local Agency Representative

(Area Code) Telephone Number: 916-~~806~~ 808-8195

Total Claimed DBE Participation \$ 293,062.50

7.45 %

Brett McCulloch  
 Signature of Bidder

2/17/16 (916) 852-5530  
 Date (Area Code) Tel. No.

BRETT MCCULLOCH  
 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



Division of Labor Standards Enforcement (DLSE)

## Public Works

<a href="#">Home page for Public Works</a>
<a href="#">Contractor Debarment</a>
<a href="#">Public Works Enforcement</a>
<a href="#">Laws, Regulations, Determinations &amp; Decisions</a>
<a href="#">Forms &amp; Publications</a>
<a href="#">File a public works complaint</a>

## DLSE Debarments

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

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

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

- [Contractor Registration](#)
- [Awarding Body - Electronic Certified Payroll Records](#)
- [Contractor - Electronic Certified Payroll Records](#)
- [Public Works Projects Registration \(PWC-100\)](#)
- [Public Works Manual](#)
- [Contact Us](#)

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

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

Name of contractor	Period of debarment
<b>RDA Construction, Inc.</b> 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306 <a href="#">Decision</a>	12/15/14 through 12/14/16
<b>Titan Electrical Construction, Inc.</b> Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516 <a href="#">Decision</a>	11/3/14 through 11/2/17
<b>Ramos Painting</b> Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575 <a href="#">Decision</a>	11/3/14 through 11/2/15
<b>Dick Emard Electric.</b> dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007 <a href="#">Decision</a>	11/3/14 thorough 11/2/17
<b>Nixon Electric</b> Gordon Fulton Nixon, an individual 5624 Faust Ave.	8/1/14 through 7/31/17

Woodland Hills, CA 91367 CSLB# 796802 Decision	
<b>Neris General Contractors, a California Corporation</b> Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967 Decision	<b>2/28/14 through 2/27/17</b>
<b>Southland Construction</b> Reza Mohammedi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired) Decision	<b>10/14/14 through 10/13/17</b>
<b>National Drywall Corporation, A Dissolved California Corporation</b> 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 <b>Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President</b> <b>Dora Maria Contreras, an Individual and Agent/Officer of the Corporation</b> Decision	<b>8/4/14 through 8/3/17</b>
<b>Tadros &amp; Youssef Construction, Inc.</b> <b>Kamel Shaker Tadros &amp; Makram Youssef Youssef, Individually</b> 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired) Decision	<b>5/10/14 through 5/9/17</b>
<b>Serenity Fire Protection</b> 417 S. Associated Road, Brea, CA 92821 CSLB# 902927 Decision	<b>5/1/14 through 4/30/17</b>
<b>Don Kelly Construction , Inc.</b> <b>Don Kelly, Individual and Lisa Kelly, Individual</b> 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719 Decision	<b>3/25/14 through 3/24/17</b>
<b>Aldan, Inc.</b> P.O. Box 9428, Brea, CA 92822 CSLB #949229 Decision	<b>2/28/14 through 2/27/17</b>
<b>Russell/Thompson, Inc.</b> <b>James Jean Russell &amp; Valery Alena Thompson, Individually</b> 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked) Decision	<b>10/31/13 through 10/31/16</b>
<b>Ayodejia A. Ogundare, Individual Db a Pacific Engineering Company</b> 6310 Stewart Way, Bakersfield, CA 93308	<b>5/15/2013 through 5/15/2014</b>

CLSB#710322 Decision	
<b>Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals</b> 400 Kansas, Redlands, CA 92373 CSLB#834220 Decision	7/29/12 through 7/28/15
<b>FEI Enterprises, Inc Gabriel Fedida, Individual</b> 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252 Decision	6/14/12 through 6/13/15
<b>Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape</b> 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 Decision	3/29/12 through 3/28/15
<b>Jensen Drywall &amp; Stucco Jeffrey E. Jensen</b> 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) Decision	3/31/11 through 3/30/13
<b>All West Construction, Inc. Donald Kent Russell</b> 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) Decision	3/31/11 through 3/30/13
<b>Country Builders, Inc. Weldon Offill, individually</b> 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) Decision Addendum	3/1/11 through 2/28/14
<b>Sutter Foam &amp; Coating, Inc.</b> 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)	7/1/10 through 6/30/13
<b>David Alvin Trexler, an individual</b> 909 A. George Washington Yuba City, CA 95993	7/1/10 through 6/30/13
<b>Kenneth A. Trexler, an individual</b> 2603 Lago Lane Marysville, CA 95901 Decision	7/1/10 through 6/30/13
<b>Soo Dong Kim, an individual, dba Soo Kim Electric Company</b> 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)	4/19/10 through 4/18/13
<b>Hyo Nam Jung, an individual, dba Lucid Electric</b> 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 Decision	4/19/10 through 4/18/13
<b>Southwest Grading, dba Southwest Grading Services, Inc.,</b> 22031 Waite Street Wildomar, CA 92595	3/18/10 through 3/17/13
<b>David Walter Cholewinski, an individual</b> 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10 Decision	
<b>S.J. Cimino Electric, Inc., a California corporation,</b> 3267 Dutton Ave. Santa Rosa, CA 95404	10/15/09 through 10/14/12

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

January 2015

#### File a Claim

[Wage claims](#)  
[Bureau of Field Enforcement](#)  
[Public works complaints](#)  
[Claims for retaliation or discrimination](#)

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# Contractor's License Detail for License # 745029

**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.

Data current as of 2/12/2015 3:32:23 PM

### Business Information

VIKING CONSTRUCTION COMPANY INC  
PO BOX 1508  
RANCHO CORDOVA, CA 95741-1508  
Business Phone Number:(916) 852-5530

**Entity** Corporation  
**Issue Date** 01/22/1998  
**Expire Date** 01/31/2016

### License Status

**This license is current and active.**

All information below should be reviewed.

### Classifications

A - GENERAL ENGINEERING CONTRACTOR

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.  
**Bond Number:** 104106996  
**Bond Amount:** \$12,500  
**Effective Date:** 01/01/2007  
Contractor's Bond History

#### Bond of Qualifying Individual

The Responsible Managing Officer (RMO) JENCO RANDALL JOSEPH certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.  
**Effective Date:** 01/22/1998

### Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA  
**Policy Number:**DTJUB0F76684A14  
**Effective Date:** 10/01/2014  
**Expire Date:** 10/01/2015  
Workers' Compensation History

---

**THE ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #1**

January 15, 2015

**To all Potential Proposers:**

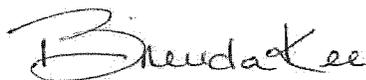
Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, 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 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, Matthew Johns at (916) 808-5760.

Respectfully,



Brenda Kee  
Program Analyst

Enclosure

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #1**

- Item 1      Extension of Bid Due Date**
- Item 2      Pre Bid Meeting Sign-In Sheet**
- Item 3      Response to Questions Received**
- Item 4      Revision to Bid Item No. 5 - Type III Barricade**
- Item 5      Revision to construction contract template**
- Item 6      Final Foundation Report  
Roseville Road Bridge Replacement  
City of Sacramento, California  
(Blackburn Consulting Group - May 2013)**
- Item 7      As-Built Bridge Plans**

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**

**Federal Aid Project Number: BRLS-5002 (115)**

**Project Number: T15068500**

**Bid #: B1515113012**

**Addendum #1**

**Item 1**

**Extension of Bid Due Date**

The due date of the bid has been extended to 2:00 PM, Wednesday, February 4, 2015.

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #1**

**Item 2**  
**Pre Bid Meeting Sign-In Sheet**

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**

Project Number: T15068500  
Pre-Bid Meeting  
January 6, 2015

Name	Firm	Phone #	Email	DBE (Y/N)
BOB TOURAY	ALFRED CE	916-241-5587	touray@dalfedce.com	Y
TIM ROSS	RGW	925 600 2400	tim.ross@rgwconstruction.com	N
Brian Stopper	Golden State Bridge	925-342-8000	Bstopper@gsbridge.com	N
Tom Wingo	C.C. MYERS INC.	916-635-9370	TWINGO@CCMYERSINC.COM	N
Dion Cerv	Myers & Sons, LO	916-276-4721	dscerv@myers-sons.com	N
Rob Nemetz	R.A. NEMETZ	209-744-1001	ROSC@RANEMETZ.COM	N
THOMAS KOLLEBERG	operating Engineers #3	916-812-7770	Tkolleberg@oes.com	N
Steven Laird	O E # 3	916 993-2055	slaird@oes.org	N
Ron Disney	Disney Construction	415-554-3389	RDISNEY@DISNEYCONSTRUCTION.COM	N
Marcin Biernacki	McGuire & Hester	916-932-8910	estimating@mandhcorp.com	N
Raquel Rich	COS	916-808-1074	rich@cityofsacramento.org	-
Matthew Jovan	city of sacramento	916-808-5700	mjovan@cityofsacramento.org	-

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #1**

**Item 3**  
**Response to Questions Received**

1. Question: How will the homeless encampment near the bridge be addressed by the City?

Response: The City will relocate the homeless camp and remove associated litter and/or trash prior to construction. Upon start of construction, removal of any additional litter and/or trash within the project limits will be the responsibility of the Contractor and shall be included in the unit prices bid for the various items of the proposal. No additional compensation will be allowed therefor.

2. Question: Are the golf tournament blackout dates considered "non-working" days?

Response: Yes.

3. Question: Is the Contractor expected to provide a certified biologist to perform the preconstruction biological surveys, trainings, and onsite monitoring required during construction, as is defined in the Environment Mitigation and Monitoring Plan (Appendix A)?

Response: No. These services will be provided by the City.

4. Question: As it relates to the State Water Resources Control Board General Construction Permit, what risk level has been assigned to the project?

Response: The project is a Risk Level 2.

5. Question: As it relates to the manufacturing of the pre-cast units, does the Caltrans Quality Control Audit/Authorized Facilities List apply to this project?

Response: Yes.

6. Question: Please confirm the \$35,358 slope easement purchase referenced in Appendix F is at no cost to the Contractor?

Response: The purchase of the slope easement referenced in Appendix F is at no cost to the Contractor.

7. Question: Section 9.27 of the Special Provisions states the Contractor shall pay the applicable fees due at the time of application of the Caltrans Encroachment Permit. For bidding purposes, what is the expected fee do at the time of application?

Response: At the time of application the Contractor will be required to pay a \$492 fee/deposit. This amount is based upon the State estimating six (6) hours of inspection being required to verify the terms of the permit have been met in the field.

Depending on the actual inspection hours billed by the State, the fee/deposit paid at the time on application will be adjusted up or down at the rate of \$82/hour.

8. Question: Does Bid Item No. 5 only include those Type III Barricades shown on the Detour plans?

Response: Yes.

9. Question: The temporary construction easement granted to City by Union Pacific Railroad included in the bid document (i.e. Appendix G) permits access onto railroad property for a period of eight (8) months beginning on May 1, 2014. If upon conclusion of the eight (8) month period access onto railroad property is still necessary, the agreement states the Grantee is to be accessed a \$600/month access fee.

In the situation where access onto railroad property is required beyond the prescribed eight (8) month window, will the Contractor bear any portion of the additional \$600/month access fee?

Response: The commencement date of the temporary construction easement granted to the City by Union Pacific Railroad on January 27, 2014 (i.e. Appendix G) was amended on May 29, 2014 to begin on May 1, 2015. The eight (8) month term and additional \$600/month fee for access beyond the prescribed duration remain unchanged.

If access onto railroad property is required beyond the prescribed eight (8) month term, the additional monthly expense as defined by the temporary construction easement will be borne equally between the City and Contractor.

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #1**

**Item 4**

**Revision to Bid Item No. 5 - Type III Barricade**

The following language is to be removed from the "Measurement and Payment" portion of the item description:

Barricades shown on the plans as part of the traffic control system will be paid for as provided in "Traffic Control System for Lane Closure" of these special provisions and will not be included in the count for payment of barricades.

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #1**

**Item 5**

**Revision to construction contract template**

A new construction contract template has been issued. (See Attached)

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #1**

**Item 6**  
**Final Foundation Report**  
**Roseville Road Bridge Replacement**  
**City of Sacramento, California**  
**(Blackburn Consulting Group - May 2013)**

See Attached.

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #1**

**Item 7**  
**As Built Bridge Plans**

See Attached.

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**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #2**

February 3, 2015

**To all Potential Proposers:**

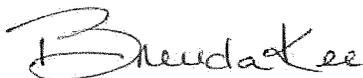
Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, 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 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, Matthew Johns at (916) 808-5760.

Respectfully,



Brenda Kee  
Program Analyst

Enclosure

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #2**

- Item 1            Extension of Bid Due Date
  
- Item 2            Davis Bacon Wages - Effective January 30, 2015

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #2**

**Item 1**  
**Extension of Bid Due Date**

The due date of the bid has been extended to 2:00 PM, Wednesday, February 11, 2015.

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #2**

**Item 2**

**Davis Bacon Wages - Effective January 30, 2015**

>

General Decision Number: CA150009 01/30/2015 CA9

Superseded General Decision Number: CA20140009

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	01/30/2015

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) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

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BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.15	13.93
TERRAZZO WORKER/SETTER.....	\$ 39.95	24.39

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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, Tehama, Yolo, Yuba

AREA 2: Alpine, Amador

AREA 3: Marin, Napa, Solano, Siskiyou

AREA 4: Sonoma

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BRCA0003-014 08/01/2013

	Rates	Fringes
MARBLE MASON.....	\$ 39.30	22.48

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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.

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 CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver.....	\$ 40.60	30.73

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 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

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 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

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 CARP0035-010 07/01/2014

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, 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.....	\$ 23.36	18.31
Installer II.....	\$ 19.93	18.31
Lead Installer.....	\$ 26.81	18.81
Master Installer.....	\$ 31.03	18.81
Area 2		
Installer I.....	\$ 20.71	18.31
Installer II.....	\$ 17.76	18.31
Lead Installer.....	\$ 23.68	18.81
Master Installer.....	\$ 27.31	18.81
Area 3		
Installer I.....	\$ 19.76	18.31
Installer II.....	\$ 16.99	18.31
Lead Installer.....	\$ 22.56	18.81
Master Installer.....	\$ 29.58	18.81

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 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.

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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

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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

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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

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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

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 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

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 ELEC0180-001 06/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 50.97	3%+20.13
ELECTRICIAN.....	\$ 45.31	3%+20.13

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 ELEC0180-003 12/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 32.32	16.27
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.

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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.

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 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.

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 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

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 ELEC0551-004 06/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
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ELECTRICIAN.....\$ 47.20 16.76

ELEC0551-005 12/01/2014

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 32.32	16.27
Technician.....	\$ 36.80	16.41

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 01/01/2015

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.44	15.71

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

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

LASSEN COUNTY:

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

MADERA COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part  
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of

Sierra County  
Area 2: Remainder

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

PLUMAS COUNTY:  
Area 1: Western portion  
Area 2: Remainder

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

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

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

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

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

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

TUOLUMNE COUNTY:  
Area 1: Except Eastern part  
Area 2: Eastern part

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ENGI0003-018 06/30/2014

"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 construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

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

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

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; 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 signaller; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing

mahcine (on streets, highways, airports and canals);  
Self-propelled compactor (without dozer); Signalperson;  
Slip-form pumps (lifting device for concrete forms); Tie  
spacer; Tower mobile; Trenching machine, maximum digging  
capacity up to and including 5 ft. depth; Truck- type loader

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

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

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#### ALL CRANES AND ATTACHMENTS

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

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

GROUP 3: Clamshell and dragline up to and including 1 cu.  
yd.; Cranes 45 tons and under; Self-propelled boom-type  
lifting device 45 tons and under;

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;

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#### 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

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#### 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

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#### TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump

operator; Slusher operator

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AREA DESCRIPTIONS:

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

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

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

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:

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

MADERA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts  
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder  
Area 2: Southwestern part

NEVADA COUNTY:

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

PLACER COUNTY:

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

PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:

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

SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:

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

TEHAMA COUNTY:

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

TRINITY COUNTY:

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

TULARE COUNTY;

Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder  
Area 2: Eastern Part

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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

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IRON0377-002 01/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.08	18.24
Ornamental, Reinforcing and Structural.....	\$ 33.50	28.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
 Naval Post Graduate School - Monterey, Yermo Marine Corps  
 Logistics Center

\$2.00 additional per hour at the following locations:

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

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 LABO0067-002 12/01/2014

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.....	\$ 20.06	9.62
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.

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 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,  
HORTICULTURAL & 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.

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## LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of 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 scalars (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who

handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

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

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

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

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

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

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

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

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:  
 A: at demolition site for the salvage of the material.  
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.  
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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

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GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitite laborer

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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)

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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

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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; Guniting and shotcrete nozzle men

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzle man; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzle man 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

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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.

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LABO0261-004 06/30/2014

MARIN COUNTY

Rates	Fringes
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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 nozzlelemen

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 nozzleleman; 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

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LABO0261-007 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.36	17.34

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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.

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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

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LABO0324-010 06/30/2014

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.36	17.34

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LABO1414-005 08/07/2013

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

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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 hour additional

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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

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PAIN0016-007 01/01/2014

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:.....	\$ 30.02	16.32

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

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PAIN0016-008 01/01/2013

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 44.87	17.98

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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

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\* 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.

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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
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SOFT FLOOR LAYER.....\$ 25.81 11.68

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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

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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.

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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

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 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

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 PLAS0300-003 07/01/2014

	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.....	\$ 31.41	22.26
AREA 355: Marin.....	\$ 34.75	22.26
AREA 355: Napa & Sonoma Counties.....	\$ 31.41	22.26

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 PLAS0300-005 06/30/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 30.00		22.07

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 PLUM0038-002 07/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration		

pipefitting, service and repair work - MARKET		
RECOVERY RATE.....	\$ 54.40	40.71
(2) All other work - NEW		
CONSTRUCTION RATE.....	\$ 64.00	43.29

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 PLUM0038-006 07/01/2014

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 54.40	32.15

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 \* PLUM0228-001 01/01/2015

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

	Rates	Fringes
PLUMBER.....	\$ 37.50	26.39

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 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 COMMERCIAL:

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

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

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 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

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 PLUM0355-001 07/01/2014

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	9.25

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 \* PLUM0442-003 01/01/2015

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.50	25.89

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 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

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 ROOF0081-006 08/01/2014

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 35.06	13.89

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 ROOF0081-007 08/01/2014

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.....	\$ 33.23	13.79

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 SFCA0483-003 01/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 56.02	27.77

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 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

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 SHEE0104-006 07/01/2014

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
\$200,000 or less.....	\$ 48.79	35.29
All other work.....	\$ 54.85	35.91

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 SHEE0104-009 07/01/2014

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

	Rates	Fringes
SHEET METAL WORKER.....	\$ 39.05	31.24

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 SHEE0104-010 07/01/2014

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.59	28.66

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 SHEE0104-011 07/01/2014

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).....	\$ 33.86	31.83

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 SHEE0104-014 07/01/2014

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 33.86	31.83
-----		
SHEE0104-019 07/01/2014		

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

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 29.88	28.75
Mechanical Jobs over \$200,000.....	\$ 39.05	31.24
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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

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.  
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END OF GENERAL DECISION

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**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #3**

February 6, 2015

**To all Potential Proposers:**

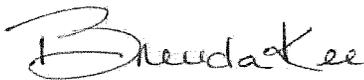
Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, 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 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, Matthew Johns at (916) 808-5760.

Respectfully,



Brenda Kee  
Program Analyst

Enclosure

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #3**

- Item 1 Coordination with Sacramento Municipal Utility District (SMUD)
- Item 2 Revision to Bid Item No. 45/46 – Structural Excavation/Backfill, Bridge
- Item 3 Revision to Bid Item No. 61/62 – Structural Excavation/Backfill, Retaining Wall
- Item 4 Revision to Bid Item No. 63 – Structural Concrete, Retaining Wall
- Item 5 New Item – Bid Item No. 74 – Removal of Trash/Litter
- Item 6 New Item – Bid Item No. 75 – Providing Railroad Required Flagmen
- Item 7 New Item – Bid Item No. 76 – De-Energizing Existing Overhead Utilities
- Item 8 New Item – Bid Item No. 77 – Restoring Channel to Existing Conditions
- Item 9 Response to Questions Received
- Item 10 Revision to Bid Proposal Form
- Item 11 Revisions to Pay Request and Schedule of Values

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**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #3**  
**Item 1**

**Coordination with Sacramento Municipal Utility District (SMUD)**

The following person is to be added to those individuals listed in Section 9.11 (Coordination) of the Special Provisions whom the Contractor is required to coordinate their construction operations:

Sacramento Municipal Utility District (SMUD)

The Contractor shall notify Max Fuentes (SMUD Transmission/Distribution Line Supervisor) a minimum of fourteen (14) calendar days in advance of the Contractor beginning work within ten radial feet of the overhead lines. Max can be reached by e-mail at maximo.fuentes@SMUD.org and by phone at (916) 732-6880.

The following language is to be added to Section 9.11 (Coordination) of the Special Provisions:

Coordination with Sacramento Municipal Utility District (SMUD)

Any construction operation occurring within ten radial feet of the existing Sacramento Municipal Utility District (SMUD) overhead power lines requires de-energization.

Construction of the Cast-In-Drilled-Hole-Piles (CIDHP) and placement of the pre-cast voided slab units specified in this project required the use of a crane. This crane and boom will be within ten radial feet of the existing overhead facilities, therefore de-energization is required.

The Contractor shall request from SMUD that all affected overhead facilities be de-energized a minimum of fourteen (14) calendar days in advance of the Contractor beginning work within ten radial feet of the overhead lines. Max Fuentes (SMUD Transmission/Distribution Line Supervisor) will be the primary point of contact for de-energization. Max can be reached by e-mail at maximo.fuentes@SMUD.org and by phone at (916) 732-6880.

Upon receipt of the Contractor's written request to de-energize the affected facilities, SMUD will assess the existing site conditions, review weather forecasts, and calculate the fee to be charged. This fee is to be paid in full by the Contractor to SMUD prior to SMUD de-energizing the requested facilities.

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**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #3**

The Contractor shall assume that de-energizing of SMUD facilities will not be permitted when temperatures are projected to be greater than 95 degrees Fahrenheit and will be limited to nighttime hours from Monday through Friday. **For bidding purposes, the Contractor shall assume that the de-energizing fee charged by SMUD for multiple nighttime shutdowns will be \$50,400 as indicated in the Bid Proposal.** The estimated amount of \$50,400 is based on shutdowns for 7 nights, 4 hours per night, and at a cost of \$1,800/hour. The Contractor must submit copies of payments made to SMUD for payment by the City under this bid item. In the event the cost exceeds \$50,400, that increase shall be borne equally by the City and Contractor and be adjusted through a contract change order.

The Contractor shall make all necessary arrangements with SMUD, through the Engineer, required to facilitate the de-energization.

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

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**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #3**  
**Item 2**

**Revision to Bid Items No. 45/46 – Structure Excavation/Backfill, Bridge**

The below statement from the item description shall be revised to omit “before excavating for footings and driving piles”:

Construct low expansive material as part of the embankment construction under section 19-6.03 before excavating for footings and driving piles.

**Item 3**

**Revision to Bid Items No. 61/62 – Structure Excavation/Backfill, Retaining Wall**

The below statement from the item description shall be revised to omit “before excavating for footings”:

Construct low expansive material as part of the embankment construction under section 19-6.03 before excavating for footings.

**Item 4**

**Revision to Bid Items No. 63 – Structure Concrete, Retaining Wall**

The below statement from the “Measurement and Payment” portion of the item description shall be revised to reference a “cantilever wall” instead of “tieback wall”:

The contract price paid per cubic yard for structural concrete (retaining wall) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the cast-in-place concrete portion of the tieback wall, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

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**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #3**

**Item 5**

**New Bid Item No. 74 – Removal of Trash/Litter**

**For bidding purposes, the Contractor shall assume removal and disposal of any homeless encampment and/or associated trash at a cost of \$3,500 as indicated in the Bid Proposal.** The actual expense of removing any homeless encampment and/or associated trash will be tracked by the Engineer under force account. Any increase or decrease to the listed price for trash removal will be adjusted via contract change order.

The contract price paid for trash removal and disposal shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in photographing the existing site conditions prior to beginning construction, coordinating the extent of trash to be removed with the Engineer, and the disposal of all removed materials at a pre-approved waste discharge facility, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer. The Contractor must submit copies of payments made to waste discharge facilities for payment by the City under this bid item.

**Item 6**

**New Bid Item No. 75 – Providing Railroad Required Flagmen**

**For bidding purposes, the Contractor shall assume a flagman will be required for 20 days for a total cost of \$24,000.** Any increase or decrease to this amount during construction shall be borne equally by the City and Contractor and be adjusted through a contract change order.

Except for flagging costs which are partially borne by the City, full compensation for conforming to the requirements of these specifications, including payment of Railroads \$500 fee; obtaining the proper Railroad required insurance; coordination with Railroad as required by the Agreement and payment of all costs associated with performing work under the Agreement shall be borne by the Contractor at its own expense and shall be considered as included in the prices paid for the various contract items of work involved and no separate payment or additional compensation will be allowed. The Contractor must submit copies of payments made to Union Pacific Railroad for payment by the City under this bid item.

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**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #3**

**Item 7**

**New Bid Item No. 76 – De-Energizing Existing Overhead Utilities**

Any construction operation occurring within ten radial feet of the existing Sacramento Municipal Utility District (SMUD) overhead power lines requires de-energization.

Construction of the Cast-In-Drilled-Hole-Piles (CIDHP) and placement of the pre-cast voided slab units specified in this project required the use of a crane. This crane and boom will be within ten radial feet of the existing overhead facilities, therefore de-energization is required.

The Contractor shall request from SMUD that all affected overhead facilities be de-energized a minimum of fourteen (14) calendar days in advance of the Contractor beginning work within ten radial feet of the overhead lines. Max Fuentes (SMUD Transmission/Distribution Line Supervisor) will be the primary point of contact for de-energization. Max can be reached by e-mail at [maximo.fuentes@SMUD.org](mailto:maximo.fuentes@SMUD.org) and by phone at (916) 732-6880.

Upon receipt of the Contractor's written request to de-energize the affected facilities, SMUD will assess the existing site conditions, review weather forecasts, and calculate the fee to be charged. This fee is to be paid in full by the Contractor to SMUD prior to SMUD de-energizing the requested facilities.

The Contractor shall assume that de-energizing of SMUD facilities will not be permitted when temperatures are projected to be greater than 95 degrees Fahrenheit and will be limited to nighttime hours from Monday through Friday. **For bidding purposes, the Contractor shall assume that the de-energizing fee charged by SMUD for multiple nighttime shutdowns will be \$50,400 as indicated in the Bid Proposal.** The estimated amount of \$50,400 is based on shutdowns for 7 nights, 4 hours per night, and at a cost of \$1,800/hour. The Contractor must submit copies of payments made to SMUD for payment by the City under this bid item. In the event the cost exceeds \$50,400, that increase shall be borne equally by the City and Contractor and be adjusted through a contract change order.

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #3**

**Item 8**

**New Bid Item No. 77 – Restoring Channel to Existing Conditions**

**For bidding purposes, the Contractor shall assume restoring the channel to its original condition will be \$75,000 as indicated in Bid Proposal.** The actual expense of restoring the channel will be tracked by the Engineer under force account. Any increase or decrease to the listed price for restoration will be adjusted via contract change order.

The contract price paid for restoring the channel to existing conditions shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in photographing the existing channel conditions prior to beginning construction, coordinating the extent of channel lining to be removed and replaced with the Engineer, documenting the type and thickness of the existing channel lining to be removed, disposal of the channel lining damaged during construction, and re-lining the channel damaged upon completion of the construction activities with the creek, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer. The Contractor shall assume the disturbed channel will be re-lined using grouted cobbles to match pre-construction conditions.

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**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #3**  
**Item 9**

**Response to Questions Received**

1. Question: Has the City made provisions with SMUD to de-energize and/or relocate the overhead utility lines along the west edge of the new bridge. The new bridge sits approximately on the same footprint as the old bridge. The easternmost edge of the overhead power line is closer than the required 10 foot minimum clearance for crane work. A crane is required for many portions of the work including void slab erection and placing the 70 foot long rebar cages in the CIDH piles.

Answer: Any construction operation occurring within ten radial feet of the existing Sacramento Municipal Utility District (SMUD) overhead power lines requires de-energization.

Construction of the Cast-In-Drilled-Hole-Piles (CIDHP) and placement of the pre-cast voided slab units specified in this project required the use of a crane. This crane and boom will be within ten radial feet of the existing overhead facilities, therefore de-energization is required.

The Contractor shall request from SMUD that all affected overhead facilities be de-energized a minimum of fourteen (14) calendar days in advance of the Contractor beginning work within ten radial feet of the overhead lines. Max Fuentes (SMUD Transmission/Distribution Line Supervisor) will be the primary point of contact for de-energization. Max can be reached by e-mail at maximo.fuentes@SMUD.org and by phone at (916) 732-6880.

Upon receipt of the Contractor's written request to de-energize the affected facilities, SMUD will assess the existing site conditions, review weather forecasts, and calculate the fee to be charged. This fee is to be paid in full by the Contractor to SMUD prior to SMUD de-energizing the requested facilities.

The Contractor shall assume that de-energizing of SMUD facilities will not be permitted when temperatures are projected to be greater than 95 degrees Fahrenheit and will be limited to nighttime hours from Monday through Friday. **For bidding purposes, the Contractor shall assume that the de-energizing fee charged by SMUD for multiple nighttime shutdowns will be \$50,400 as indicated in the Bid Proposal.** The estimated amount of \$50,400 is based on shutdowns for 7 nights, 4 hours per night, and at a cost of \$1,800/hour. The Contractor must

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**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
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**Addendum #3**

submit copies of payments made to SMUD for payment by the City under this bid item. In the event the cost exceeds \$50,400, that increase shall be borne equally by the City and Contractor and be adjusted through a contract change order.

2. Question: Bid Item 50 Structural Concrete, Bridge and Item 51 Structural Concrete, Approach Slab are not listed as a final pay quantities. All of the other concrete items are listed as final pay. Should these two bid items also be final pay or is the bid form correct?

Answer: The Bid Proposal has been revised to identify bid items 50 and 51 as being "final pay."

3. Question: There is an existing power pole located at STA. +/- 24+70 on the north side of Roseville adjacent to the wing wall for abutment #5. The power pole is 6" off of the outside face of wall. The existing grade at this location is +/-52' and the bottom of the new wing wall is at +/- 47'. This would undermine the pole to a depth of almost 5'. It also makes forming the wall very difficult because the outside form will be resting against the power pole. Has the City discussed relocating this pole with SMUD? Who will be responsible for the costs to support and hold the pole for the duration of the wall construction should SMUD not relocate the pole?

Answer: The Sacramento Municipal Utility District (SMUD) was provided the opportunity to review and provide comment on the project plans, which included the proposed location and detail of the bridge wing walls, and expressed no concern with the project impacting their existing facilities nor indicated the need to relocate and/or temporary support the pole in question.

If during construction the Contractor determines additional support and/or guying is required to facilitate the construction of the bridge wing wall the cost to do so shall be borne by the Contractor and included in various items of the bid.

4. Question: There are two high pressure gas mains located on the north side of the road. At STA 21+50 both of these lines have been undermined and are exposed. This area is outside the limits where P.G. & E. are relocating their lines. The current grading plans show the existing grade at this location to be 42' and the lines have been identified by potholing to be at elevation 35'. It is obvious that the existing elevation is not 42' at this location as shown on the plans. It

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**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #3**

appears that this whole area has been undermined and washed away due to recent storm activity. What should contractors figure to do in this area in order to get the existing lines backfilled and protected?

Answer: The Contractor shall assume backfilling of the exposed high pressure gas lines on the north side of the creek will be performed by PG&E during its relocation mobilization.

5. Question: The homeless encampment and trash is very bad under the bridge. Addendum I states that the City will remove the homeless and associated trash but Contractor is responsible for anymore trash that accumulates prior to construction. What date should we figure to inspect the site prior to bidding so we can analyze how much trash is left to off-haul?

Answer: **For bidding purposes, the Contractor shall assume removal and disposal of any homeless encampment and/or associated trash at a cost of \$3,500 as indicated in the Bid Proposal.** The actual expense of removing any homeless encampment and/or associated trash will be tracked by the Engineer under force account. Any increase or decrease to the listed price for trash removal will be adjusted via contract change order.

The Contractor shall assume removal of any homeless encampment and/or associated trash will include photographing the existing site conditions prior to beginning construction, coordinating the extent of trash to be removed with the Engineer, and disposal of all removed materials at a pre-approved waste discharge facility. The Contractor must submit copies of payments made to waste discharge facilities for payment by the City under this bid item.

6. Question: Specification Section No. 10, Item No. 15 paragraph 5 states "Contractor shall restore creek to original configuration after removal of temporary earthen dams and creek diversion". The existing creek channel below the existing bridge has very old "shotcrete or concrete" poured throughout the channel. During the removal of the existing bridge footings, installation of CIDH and temporary construction access this shotcrete will basically be all broken up. There are no grading plans for the channel work. Is the contractor responsible for re-lining the entire channel with shotcrete or will it just be dirt?

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**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #3**

Answer: Yes. The Contractor shall restore the creek to its original configuration upon completion of work within the channel, which includes its re-lining.

**For bidding purposes, the Contractor shall assume restoring the channel to its original configuration will be \$75,000 as indicated in Bid Proposal.** The actual expense of restoring the channel will be tracked by the Engineer under force account. Any increase or decrease to the listed price for restoration will be adjusted via contract change order.

The Contractor shall assume a detailed grading sheet of the existing channel topography will be provided by the City prior to beginning construction. The Contractor shall assume the channel restoration will include photographing the creeks existing condition prior to beginning construction, coordinating with the Engineer to determine the extent of channel lining to be removed and replaced, documenting the type and thickness of existing channel lining to be removed, removal and disposal of channel lining damaged during construction, and re-lining the channel damaged upon completion of construction activities within the creek. The Contractor shall assume the disturbed channel will be re-lined using grouted cobbles to match pre-construction conditions.

7. Question: Does the Engineer consider the existing in-situ soils to be excavated as suitable fill material for roadway embankment?

Answer: The existing in-situ soils to be excavated may be suitable fill material; however a final determination has yet to be made. If the Contractor can demonstrate the excavated materials conform to Section 14 of the City Standard Specifications, Section 19 of the State Specifications, and these Special Provisions, the Engineer may allow their use as a suitable fill material.

The Contractor is invited to utilize the geotechnical information provide in the construction plans and foundation report to help determine the viability of using the existing in-situ soil as a suitable fill material.

8. Question: What low expansive (Import Borrow) work is required at the retaining wall?

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**

**Federal Aid Project Number: BRLS-5002 (115)**

**Project Number: T15068500**

**Bid #: B1515113012**

**Addendum #3**

Answer: The only low expansive work required is for the bridge. The specification language in items 61/62 is meant to pertain to the bridge wing walls and not the retaining wall shown on drawing RW-1.

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #3**

**Item 10**

**Revised Bid Proposal Form**

A new Bid Proposal Form has been issued. (See Attached)

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:

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT  
 (T15068500)**

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:

Bid Item No.	Partial or Final Pay Item (P/F)	Item Description	Estimated Quantity	Unit	Unit Price	Amount
<b>SITE PREPARATION</b>						
1		MOBILIZATION (10%)	1	LS	\$ -	\$ -
2		PRECONSTRUCTION PHOTOGRAPHS	1	LS	\$ -	\$ -
3		TEMPORARY FENCE (TYPE ESA)	3,740	LF	\$ -	\$ -
<b>TRAFFIC CONTROL AND DETOURS</b>						
4		TEMPORARY TRAFFIC DETOUR	1	LS	\$ -	\$ -
5		TYPE III BARRICADE	27	EA	\$ -	\$ -
6		PORTABLE CHANGEABLE MESSAGE SIGN	6	EA	\$ -	\$ -
7		EXISTING SIGNAL MODIFICATIONS DURING DETOUR	1	LS	\$ -	\$ -
<b>EROSION CONTROL</b>						
8		POLLUTION CONTROLS	1	LS	\$ -	\$ -
9		PREPARE SWPPP PLAN	1	LS	\$ -	\$ -
10		RAIN EVENT ACTION PLAN (REAP)	10	EA	\$ -	\$ -
11		STORM WATER SAMPLING AND ANALYSIS DAY	10	EA	\$ -	\$ -
12		STORM WATER ANNUAL REPORT	1	EA	\$ -	\$ -
13		TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	66,200	SQFT	\$ -	\$ -
14		EROSION CONTROL (HYDROSEED)	107,000	SQFT	\$ -	\$ -
15		TEMPORARY EARTHEN DAM AND DIVERSION SYSTEM	1	LS	\$ -	\$ -
16		TEMPORARY FIBER ROLL	3,760	LF	\$ -	\$ -
17		TEMPORARY CHECK DAM (GRAVEL BAGS)	120	LF	\$ -	\$ -
18		TEMPORARY SILT FENCE	900	LF	\$ -	\$ -
19		TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$ -	\$ -

20		STREET SWEEPING	1	LS	\$ -	\$ -
<b>DEMOLITION</b>						
21		REMOVE EXISTING METAL/WOOD BEAM GUARD RAILING	200	LF	\$ -	\$ -
22		REMOVE EXISTING STRIPING AND PAVEMENT MARKERS	3,080	LF	\$ -	\$ -
23		REMOVE EXISTING AC PAVEMENT	305	CY	\$ -	\$ -
24		REMOVE EXISTING ASPHALT CONCRETE DIKE	1,840	LF	\$ -	\$ -
25		REMOVE EXISTING AC OVERSIDE DRAIN INLET APRON	7	EA	\$ -	\$ -
26		REMOVE DRAINAGE FACILITIES	100	LF	\$ -	\$ -
27		BRIDGE REMOVAL	1	LS	\$ -	\$ -
<b>SITE CIVIL</b>						
28		PLANED PAVEMENT CONFORMS	120	SQYD	\$ -	\$ -
29		CLEARING AND GRUBBING	1	LS	\$ -	\$ -
30		ROADWAY EXCAVATION AND GRADING	670	CY	\$ -	\$ -
31		IMPORTED BORROW	3,630	CY	\$ -	\$ -
32		CLASS 2 AGGREGATE BASE	2,695	TON	\$ -	\$ -
33		HOT MIX ASPHALT (TYPE A)	1,224	TON	\$ -	\$ -
34		PLACE HOT MIX ASPHALT DIKE	1,240	LF	\$ -	\$ -
35		PLACE HOT MIX ASPHALT OVERSIDE DRAIN	11	SQYD	\$ -	\$ -
36		PLACE SIGN (NEW ROADSIDE SIGN)	4	EA	\$ -	\$ -
37		INSTALL NEW POST FOR SIGN	4	EA	\$ -	\$ -
38		ROCK SLOPE PROTECTION (1/4 TON, METHOD B)	235	CY	\$ -	\$ -
39		ROCK SLOPE PROTECTION (LIGHT CLASS, METHOD B)	20	CY	\$ -	\$ -
40	P	MIDWEST GUARDRAIL SYSTEM (WOOD POST)	917	LF	\$ -	\$ -
41	P	IN-LINE TERMINAL SYSTEM	3	EA	\$ -	\$ -
42	P	MIDWEST GUARDRAIL SYSTEM LAYOUT 12A STRUCTURE APPROACH	3	EA	\$ -	\$ -
43		PLACE TRAFFIC STRIPE - DETAIL 22	1,170	LF	\$ -	\$ -
44		PLACE TRAFFIC STRIPE - DETAIL 27B	2,330	LF	\$ -	\$ -
<b>BRIDGE</b>						
45	F	STRUCTURE EXCAVATION, BRIDGE	830	CY	\$ -	\$ -
46	F	STRUCTURE BACKFILL, BRIDGE	430	CY	\$ -	\$ -
47		24" CAST-IN-DRILLED-HOLE CONCRETE PILING	1,552	LF	\$ -	\$ -
48		30" CAST-IN-DRILLED-HOLE CONCRETE PILING	1,257	LF	\$ -	\$ -
49	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	150	CY	\$ -	\$ -
50	F	STRUCTURAL CONCRETE, BRIDGE	690	CY	\$ -	\$ -
51	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	110	CY	\$ -	\$ -
52	P	FURNISH PRECAST PRESTRESSED CONCRETE SLAB (TYPE SIV)	12,000	SF	\$ -	\$ -
53	F	ERECT PRECAST PRESTRESSED	48	EA	\$ -	\$ -

CONCRETE DECK UNIT						
54	P	JOINT SEAL (MR 2" )	111	LF	\$ -	\$ -
55	P-F	BAR REINFORCING STEEL, BRIDGE	224,000	LB	\$ -	\$ -
56		CONCRETE BARRIER (TYPE 26 MODIFIED)	310	LF	\$ -	\$ -
57		CONCRETE BARRIER (TYPE 732), BRIDGE	310	LF	\$ -	\$ -
58	F	TUBULAR HANDRAILING (RIGHT SIDE)	310	LF	\$ -	\$ -
59	F	TUBULAR BICYCLE RAILING (LEFT SIDE)	310	LF	\$ -	\$ -
RETAINING WALL						
60	F	STRUCTURE EXCAVATION, RETAINING WALL	986	CY	\$ -	\$ -
61	F	STRUCTURE BACKFILL, RETAINING WALL	1,420	CY	\$ -	\$ -
62	F	STRUCTURAL CONCRETE, RETAINING WALL	386	CY	\$ -	\$ -
63	P-F	BAR REINFORCING STEEL, RETAINING WALL	47,700	LB	\$ -	\$ -
64	F	WALL GUTTER (B3-6), RETAINING WALL	1.60	CY	\$ -	\$ -
65	F	CONCRETE BARRIER (TYPE 732A), RETAINING WALL	372	LF	\$ -	\$ -
PLANTING AND IRRIGATION						
66		RESTORATION AREA POSTS AND SIGNS	3	EA	\$ -	\$ -
67		AUTOMATIC IRRIGATION SYSTEM	1	LS	\$ -	\$ -
68		LARGE TREES WITH STAKING - 15 GALLON	44	EA	\$ -	\$ -
69		SMALL TREES AND SHRUBS WITH TREE SHELTER - TREEPOT 4	2,088	EA	\$ -	\$ -
70		SMALL SHRUBS WITH PLANT CAGE - 1 GALLON	434	EA	\$ -	\$ -
71		HERBACEOUS PLANTS - TREE BANDS	804	EA	\$ -	\$ -
72		BARK MULCH	1,050	CY	\$ -	\$ -
73		MAINTENANCE PERIOD - 180 DAYS	1	LS	\$ -	\$ -
Miscellaneous						
74		Removal of Trash/Litter	1	LS	\$ 3,500.00	\$ 3,500.00
75		Providing Railroad Required Flagmen	1	LS	\$ 24,000.00	\$ 24,000.00
76		De-Energizing Existing Overhead Utilities	1	LS	\$ 50,400.00	\$ 50,400.00
77		Restoring Channel to Existing Conditions	1	LS	\$ 75,000.00	\$ 75,000.00

(F) - denotes final pay quantity  
 (P) - denotes partial pay quantity

Contractor Name: TOTAL \$ -

It is understood that this Bid Proposal is based upon completion of the Work within a period of **ONE HUNDRED AND FORTY (140) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

**Provide a Schedule of Values (cost break-down) for lump sum bid items 4 (Temporary Traffic Detour), 7 (Existing Signal Modifications During Detour), 8 (Pollution Control), and 67 (Automated Irrigation System). The Schedule of Values (cost breakdown) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item break-down is submitted within the specified time, the bid will be deemed as non-responsive. The cost breakdown shall be submitted to the Contract Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814.**

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 # \_\_\_\_\_

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**Federal Aid Project Number: BRLS-5002 (115)**  
**Project Number: T15068500**  
**Bid #: B1515113012**

**Addendum #3**  
**Item 11**

**Revised Pay Request and Schedule of Values**

A new Pay Request and Schedule of Values have been issued. (See Attached)



DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING SERVICES DIVISION  
 915 I Street, Room 2000  
 Sacramento, CA 95814

# PAY REQUEST APPLICATION

PROJECT NAME:	ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT		
CONTRACTOR: <i>(per agreement)</i>			
CONTRACTOR REMITTANCE ADDRESS:			
PHONE NUMBER: ( )			
INVOICE NO.:	T15068500-	CITY PROJECT NUMBER:	T15068500
ESCROW AGENT (Bank Name):			
ESCROW#:			
ESCROW AGENT REMITTANCE ADDRESS:			

ORIGINAL CONTRACT AMOUNT:		\$152,900.00
	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:		\$152,900.00
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:		



# SCHEDULE OF VALUES

V5

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

PROJECT NAME: ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
 CITY PROJECT NUMBER: T15068500

CONTRACTOR: (As per City Agreement)  
 REMITTANCE ADDRESS:

PHONE NUMBER: ( )  
 INVOICE NUMBER: T15068500-

Escrow information to be filled out only if there is an executed escrow agreement.

Escrow Agent (Bank):  
 Escrow Number:  
 Escrow Remit Address:

Payment No.  
 Work Performed Thru

Item No	PARTIAL, FINAL PAY OR BOTH ITEM	C O M P L E T E	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
								Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1			MOBILIZATION (10%)	1	LS									1.00	
2			PRECONSTRUCTION PHOTOGRAPHS	1	LS									1.00	
3			TEMPORARY FENCE (TYPE ESA)	3,740	LF									3,740.00	
4			TEMPORARY TRAFFIC DETOUR	1	LS									1.00	
5			TYPE III BARRICADE	27	EA									27.00	
6			PORTABLE CHANGEABLE MESSAGE SIGN	6	EA									6.00	
7			EXISTING SIGNAL MODIFICATIONS DURING DETOUR	1	LS									1.00	
8			POLLUTION CONTROLS	1	LS									1.00	
9			PREPARE SWPPP PLAN	1	LS									1.00	
10			RAIN EVENT ACTION PLAN (REAP)	10	EA									10.00	
11			STORM WATER SAMPLING AND ANALYSIS DAY	10	EA									10.00	
12			STORM WATER ANNUAL REPORT	1	EA									1.00	
13			TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	66,200	SQFT									66,200.00	
14			EROSION CONTROL (HYDROSEED)	107,000	SQFT									107,000.00	
15			TEMPORARY EARTHEN DAM AND DIVERSION SYSTEM	1	LS									1.00	
16			TEMPORARY FIBER ROLL	3,760	LF									3,760.00	
17			TEMPORARY CHECK DAM (GRAVEL BAGS)	120	LF									120.00	
18			TEMPORARY SILT FENCE	900	LF									900.00	
19			TEMPORARY CONSTRUCTION ENTRANCE	2	EA									2.00	
20			STREET SWEEPING	1	LS									1.00	
21			REMOVE EXISTING METALWOOD BEAM GUARD RAILING	200	LF									200.00	
22			REMOVE EXISTING STRIPING AND PAVEMENT MARKERS	3,060	LF									3,060.00	
23			REMOVE EXISTING AC PAVEMENT	305	CY									305.00	
24			REMOVE EXISTING ASPHALT CONCRETE DIKE	1,840	LF									1,840.00	
25			REMOVE EXISTING AC OVERSIDE DRAIN INLET APRON	7	EA									7.00	
26			REMOVE DRAINAGE FACILITIES	100	LF									100.00	
27			BRIDGE REMOVAL	1	LS									1.00	
28			PLANNED PAVEMENT CONFORMS	120	SQYD									120.00	
29			CLEARING AND GRUBBING	1	LS									1.00	

Item No	PARTIAL, FINAL PAY OR BOTH ITEM	C O M P L E T E	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUESTS TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
								Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
30			ROADWAY EXCAVATION AND GRADING	670	CY									670.00	
31			IMPORTED BORROW	3,630	CY									3,630.00	
32			CLASS 2 AGGREGATE BASE	2,895	TON									2,895.00	
33			HOT MIX ASPHALT (TYPE A)	1,224	TON									1,224.00	
34			PLACE HOT MIX ASPHALT DIKE	1,240	LF									1,240.00	
35			PLACE HOT MIX ASPHALT OVERSIDE DRAIN	11	SQYD									11.00	
36			PLACE SIGN (NEW ROADSIDE SIGN)	4	EA									4.00	
37			INSTALL NEW POST FOR SIGN	4	EA									4.00	
38			ROCK SLOPE PROTECTION (1/4 TON, METHOD B)	235	CY									235.00	
39			ROCK SLOPE PROTECTION (LIGHT CLASS, METHOD B)	20	CY									20.00	
40	P		MIDWEST GUARDRAIL SYSTEM (WOOD POST)	917	LF									917.00	
41	P		IN-LINE TERMINAL SYSTEM	3	EA									3.00	
42	P		MIDWEST GUARDRAIL SYSTEM LAYOUT #2A STRUCTURE APPROACH	3	EA									3.00	
43			PLACE TRAFFIC STRIPE - DETAIL 22	1,170	LF									1,170.00	
44			PLACE TRAFFIC STRIPE - DETAIL 27B	2,330	LF									2,330.00	
45	F		STRUCTURE EXCAVATION, BRIDGE	830	CY									830.00	
46	F		STRUCTURE BACKFILL, BRIDGE	430	CY									430.00	
47			24" CAST-IN-DRILLED-HOLE CONCRETE PILING	1,552	LF									1,552.00	
48			30" CAST-IN-DRILLED-HOLE CONCRETE PILING	1,257	LF									1,257.00	
49	F		STRUCTURAL CONCRETE, BRIDGE FOOTING	150	CY									150.00	
50	F		STRUCTURAL CONCRETE, BRIDGE	690	CY									690.00	
51	F		STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	110	CY									110.00	
52	P		FURNISH PRECAST PRESTRESSED CONCRETE SLAB (TYPE SIV)	12,000	SF									12,000.00	
53	F		ERECT PRECAST PRESTRESSED CONCRETE DECK UNIT	48	EA									48.00	
54	P		JOINT SEAL (MR 2")	111	LF									111.00	
55	P&F		BAR REINFORCING STEEL, BRIDGE	224,000	LB									224,000.00	
56			CONCRETE BARRIER (TYPE 26 MODIFIED)	310	LF									310.00	
57			CONCRETE BARRIER (TYPE 732), BRIDGE	310	LF									310.00	
58	F		TUBULAR HANDRAILING (RIGHT SIDE)	310	LF									310.00	
59	F		TUBULAR BICYCLE RAILING (LEFT SIDE)	310	LF									310.00	
60	F		STRUCTURE EXCAVATION, RETAINING WALL	986	CY									986.00	
61	F		STRUCTURE BACKFILL, RETAINING WALL	1,420	CY									1,420.00	
62	F		STRUCTURAL CONCRETE, RETAINING WALL	386	CY									386.00	
63	P&F		BAR REINFORCING STEEL, RETAINING WALL	47,700	LB									47,700.00	
64	F		WALL GUTTER (B9-6), RETAINING WALL	2	CY									1.60	
65	F		CONCRETE BARRIER (TYPE 732A), RETAINING WALL	372	LF									372.00	



Item No	PARTIAL, FINAL PAY OR BOTH ITEM	C O M P L E T E	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUESTS TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
								Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
			Information needed to be filled in from the corresponding blue lettered cell in the previous pay request.					"Total Paid To Date to Contractor" from Previous Pay Req.		This Payment		Total Paid to Date to Contractor (including Escrow Release)			
			Manual Fill in Data												
			Executed Contract Data or PM authorized amount												

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### **Important Special Notices**

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Bidders are advised that, as required by federal law, the City of Sacramento is implementing new Disadvantaged Business Enterprise (DBE) requirements (7.0%). 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.

\*\*\*\*\*

- The project will require PG&E to abandoned/remove a six-inch (6") high pressure natural gas utility and relocate a twelve-inch (12") high pressure natural gas utility. PG&E forces will perform the necessary relocations and/or abandonments concurrently with the bridge replacement project. Heavy coordination between the City's Contractor and PG&E will be required to facilitate construction.
- A Schedule of Values (cost break-down) for lump sum bid items 4 (Temporary Traffic Detour), 7 (Existing Signal Modifications During Detour), 8 (Pollution Control), and 67 (Automated Irrigation System) must be submitted to the City within four working days after bid opening if the contractor is the first, second, third, of fourth low bidder.
- Substitutions: Substitutions for "or equal" products designated as such on the plans or in these Special Provisions must be submitted for review and approval by the City a minimum of 2 weeks prior to bid opening. Otherwise, the approved equal will not be allowed.

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**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, Second Floor  
Conference Room 2105  
Sacramento, CA 95814**

For information regarding the DBE Program, contact **Lucinda Willcox** at  
[lwillcox@cityofsacramento.org](mailto:lwillcox@cityofsacramento.org)

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**CITY OF SACRAMENTO**  
**DEPARTMENT OF PUBLIC WORKS**  
**FEDERAL AID PROJECT NO.: BRLS-5002 (115)**  
**CITY CONTRACT NO.: T15068500**

**NOTICE TO BIDDERS**

Sealed proposals and bids for the work entitled:

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT**  
**(PN: T15068500)**

will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, 915 I Street (Historic City Hall), 1<sup>st</sup> Floor, up to the hour of 2:00 P.M., **Wednesday, January 21, 2015**, and will be publicly opened and read at 2:00 P.M., or as soon thereafter as business allows, in Hearing Room on 2<sup>nd</sup> Floor, 915 I Street (Historic City Hall).

General work description: The project includes the removal and reconstruction of the Roseville Road Bridge over Arcade Creek located between Marconi Avenue and Watt Avenue.

This project provides for, in general, bridge removal and construction of a new bridge, raising and widening the roadway, constructing retaining walls, constructing hot mix asphalt (HMA) overside drains, pavement markings, roadside signs, and guard rail as shown on the plans and as directed by the Engineer.

The project will require PG&E to abandoned/remove a six-inch (6") high pressure natural gas utility and relocate a twelve-inch (12") high pressure natural gas utility. PG&E forces will perform the necessary relocations and/or abandonments concurrently with the bridge replacement project. Heavy coordination between the City's Contractor and PG&E will be required to facilitate construction.

**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. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 1<sup>st</sup> Floor, Sacramento, CA 95814.

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

**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  
ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT  
(PN: T15068500)**

Technical questions should be directed to the Department of Public Works – Engineering Services Division, to the attention of the Project Manager, Matthew Johns, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-5760, FAX (916) 808-7903 or [mjohns@cityofsacramento.org](mailto:mjohns@cityofsacramento.org).

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

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

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective

general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

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

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CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS

ROSEVILLE ROAD BRIDGE REPLACEMENT  
PROJECT

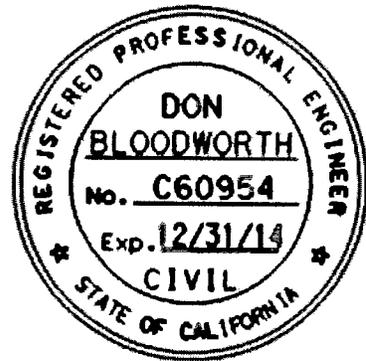
Federal Aid Project No.: BRLS-5002 (115)  
City Project No.: T1506800

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

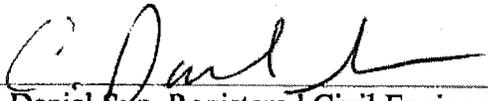
Civil:



Don Bloodworth, Registered Civil Engineer



Structures:



C. Daniel Sun, Registered Civil Engineer



Landscape Architecture:



Kristin Lantz, Licensed Landscape Architect



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**(PN: T15068500)**

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**SPECIAL PROVISIONS  
FOR  
ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT  
FEDERAL AID PROJECT NO: BRLS 5002(115)  
(PN: T15068500)**

**SECTION NO. 1 - SPECIFICATIONS AND PLANS**

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

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

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

**Definitions of Terms**

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

**DEFINITIONS AND TERMS**

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

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

Director or Director of Public Works: 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 GENERAL**

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

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

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

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

### **2.2 FEDERAL LOBBYING RESTRICTIONS**

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

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

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

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

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

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

### **2.3 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

Under Title 49 CFR 26.13(b):

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

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

**To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal of 7.0%.**

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

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

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

[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](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 or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

### **DBE Commitment Submittal**

Submit 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 finds your bid nonresponsive.

### **Good Faith Efforts Submittal**

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

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have

been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

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

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

### **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.

### **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 withheld upon submission of the completed form.

### **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, 1<sup>st</sup> 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. 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)**

#### 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.

#### 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 1 day after receiving a Notice to Proceed from the City of Sacramento.

The Contractor shall diligently prosecute the work to completion before the expiration of **ONE HUNDRED AND FORTY (140) WORKING DAYS** beginning on the day designated in 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 Two Hundred (\$2,200.00)** as liquidated damages for each calendar delay after the expiration of such period until acceptance of the said work by the City and its delivery to the City.

#### **SECTION NO. 5 - GENERAL**

##### **5.1 LABOR NONDISCRIMINATION**

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

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

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

##### **5.2 PREVAILING WAGE**

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

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

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

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

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

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

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

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

### **5.3 PUBLIC SAFETY**

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

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

- A. Excavations. – The near edge of the excavation is 12 feet or less from the edge of the lane, except:
  - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - 2. Excavations less than 1 foot deep.
  - 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 1 foot in diameter.
  - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
  - 6. Excavations protected by existing barrier or railing.
  
- B. Temporarily Unprotected Permanent Obstacles. – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

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

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

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

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. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

### **5.9 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

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

### **5.10 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

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

## **5.11 PARTNERING**

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

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

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

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

## **5.12 PAYMENTS**

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

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

**Delete sections 9-1.02B, 9-1.02D , 9-1.04 through 9-1.15, 9-1.16A, 9-1.16B, and 9-1.16D through 9-1.22 of the State Standard Specifications.**

**Only the following apply from Section 9:**

### **9-1.02C Final Pay Item Quantities**

The Department shows a bid item quantity as a final pay item for payment purposes only. For a final pay item, accept payment based on the Bid Item List quantity, regardless of actual quantity used unless dimensions are changed by the Engineer.

### **9-1.03 PAYMENT SCOPE**

The Department pays you for furnishing the resources and activities required to complete the work. The Department's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. PLACs and taxes

The Department does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for all work involved in each bid item specified by the description and measurement unit shown on the Bid Item List
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment

Full compensation for work specified in divisions I, II, and X is included in the payment for the bid items unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work

Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for work in sections referenced by the section set forth by that bid item.

If an alternative is described in the Contract, the Department pays based on the bid items for the details and specifications not described as an alternative unless the bid item is described as an alternative, in which case, the Department pays based on the details and specifications for that alternative.

The Department pays for change order work based on one or a combination of the following:

1. Bid item prices
2. Force account
3. Agreed price
4. Specialist billing

If the Engineer chooses to pay for change order work based on an agreed price, but you and the Engineer cannot agree on price, the Department pays by force account.

If a portion of extra work is covered by bid items, the Department pays for this work as changed quantities in those items. The Department pays for the remaining portion of the extra work by force account or agreed price.

The Department pays 10 percent annual interest for unpaid and undisputed:

1. Progress Payments
2. After-acceptance payment except for claims

For these payments, interest starts to accrue 30 days after the 1<sup>st</sup> working day following the 20<sup>th</sup> day of the month payment is due. For a change order bill not submitted within 7 days after performing the work, interest starts to accrue 60 days after the 1<sup>st</sup> working day following the 20<sup>th</sup> day of the month payment is due.

The Department pays 6 percent annual interest for unpaid and undisputed claims. Interest starts to accrue 61 days after the Department accepts a claim settlement.

The Department pays 6 percent annual interest for awards in arbitration (Civ Code § 3289.)

If the amount of a deduction or withhold exceeds final payment, the Department invoices you for the difference, to be paid upon receipt.

Pay your subcontractors within 10 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5.

#### **9-1.16C MATERIALS ON HAND**

A material on hand but not incorporated into the work is eligible for progress payment if:

1. Listed in a special provision as eligible and is in compliance with other Contract parts
2. Purchased
3. An invoice is submitted
4. Stored within the State and you submit evidence that the stored material is subject to the Department's control
5. Requested on the Department furnished form

### **5.13 RELATIONS WITH RAILROAD**

It is expected that Railroad will cooperate with the Contractor to the end that the work may be handled in an efficient manner, but the Contractor shall have no claim for damages or extra compensation in the event his work is held up by the work of the Railroad forces.

Railroad Requirements- The Contractor shall cooperate with the Railroad where work is over or under the tracks, or within the limits of Railroad property, in order to expedite the work and to avoid interference with the operations of railroad equipment.

The Contractor shall execute the Contractor's Right of Entry Agreement in the form that is included in the Appendices of these special provisions, and shall provide to the Railroad the evidence of insurance coverage set forth in Exhibit C of the Contractor's Right of Entry Agreement before commencing any work on Railroad property.

The Contractor shall comply with the rules and regulations of railroad or the instructions of its representatives in relation to the proper manner of protecting the tracks and property of Railroad

and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction.

The Contractor shall perform his work in such manner and at such times as shall not endanger or interfere with the safe operations of the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees, at and in the vicinity of the work.

The Contractor shall give the advance notice to the Railroad that is required in Section 1 of Exhibit B on the Contractor's Right of Entry Agreement before commencing any work on Railroad property. The cost of Railroad required flagging as defined in Section 1 of Exhibit B of this Agreement shall be borne equally by the City and the Contractor.

The estimated cost for Railroad flagging is \$1,200 per 10 hour day. **For bidding purposes, the Contractor shall assume a flagman will be required for 20 days for a total cost of \$24,000.** Any increase or decrease to this amount during construction shall be borne equally by the City and Contractor and be adjusted through a contract change order.

The Contractor shall, upon completion of the work covered by this contract, to be performed by Contractor upon the premises or over or beneath the tracks of Railroad, promptly remove from the premises of Railroad all of Contractor's tools, implements and other materials, whether brought upon said premises by said Contractor of any Subcontractor, employee or agent of Contractor or of any Subcontractor, and cause said premises to be left in a clean and presentable condition.

Except as specified herein for flagging costs to be partially borne by the City, full compensation for conforming to the requirements of this section, including payment of Railroads \$500 fee; obtaining the proper Railroad required insurance; coordination with Railroad as required by the Agreement and payment of all costs associated with performing work under the Agreement shall be borne by the Contractor at its own expense and shall be considered as included in the prices paid for the various contract items of work involved and no separate payment or additional compensation will be allowed.

#### **5.14 TRAINING**

For the Federal training program, the number of trainees or apprentices is 5.

#### **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.

Some of the construction work will be in close proximity to the existing Union Pacific railroad tracks. The contractor is responsible to obtain any separate insurance coverage for claims and damages that may affect the existing railroad tracks. The minimum amount of insurance required by the railroad company is \$6 million dollars and it is the responsibility of the contractor to verify that this is the correct amount. The contractor shall contact Peggy J. Ygbuhay, Union Pacific Railroad representative, at (916) 789-5152 to verify the specific requirements when working within the vicinity of the Union Pacific railroad tracks.

## **7.4 WORKER'S COMPENSATION CERTIFICATE**

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

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

## **7.5 FAILURE TO MAINTAIN INSURANCE**

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

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

## **SECTION NO. 8 - MATERIALS (BLANK)**

## **SECTION NO. 9 - GENERAL REQUIREMENTS**

### **9.1 SCOPE AND LOCATION OF WORK**

The Roseville Road Bridge Replacement Project proposes to replace the existing Roseville Road crossing of Arcade Creek.

The major elements of this project include:

- Remove the existing concrete slab bridge.
- Construct a precast voided slab bridge.
- Raise and widen the roadway approaches to the new bridge.
- Construct retaining walls.
- Construct hot mixed asphalt overside drains.
- Install pavement markings and roadside signs.
- Install metal beam guard rail.
- Coordination with various entities including PG&E, Union Pacific Railroad, and Haggin Oaks Golf Course.
- Construct landscape and irrigation facilities

The project will require PG&E to abandoned/remove a six-inch (6") high pressure natural gas utility and relocate a twelve-inch (12") high pressure natural gas utility. PG&E forces will perform the necessary relocations and/or abandonments concurrently with the bridge replacement project. Heavy coordination between the City's Contractor and PG&E will be required to facilitate construction.

### **9.2 SPECIFICATIONS**

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

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

### **9.3 ORDER OF WORK**

Construction activities within or adjacent to Arcade Creek shall be confined to the period between June 1st and October 31st.

Upon City issuing the notice to proceed (NTP) with the construction the Contractor is expected to perform the following tasks:

- Submit SWPPP for City Approval.
- Upload City Approved SWPPP on State SMARTS System, file Notice of Intent, and acquire WDID number.
- Submit construction schedule for City approval
- Attend a City facilitated meeting with PG&E to coordinate gas utility relocation/abandonment
- Attend a City facilitated meeting with Haggin Oaks Golf Course to coordinate construction activities as they relate to golf course operations and tournament schedules
- Provided material submittals for City approval
- Submit shop drawings for City approval per Section 5-1.23B(2) – “Shop Drawings” of the State Standard Specifications and these special provisions
- Submit bridge demolition and channel protection plans and creek diversion plans for City approval
- Provide executed copies of the Union Pacific Railroad Contractor’s Right of Entry Agreement for the Contractor and each Subcontractor
- Provide executed copy of Caltrans Encroachment Permit

Upon completion of the above defined tasks the Contractor shall request authorization to implement the traffic detour plan. The detour shall be in place prior to closing Roseville Road. The Contractor shall submit their request for authorization to implement the traffic detour plan a minimum of thirty (30) calendar days prior to closing Roseville Road to allow the City time to notify the public. The contractor will work with the Engineer to place advanced road closure Portable Changeable Message Sign (CMS) signs as part of the public notice. Placement of these CMS signs for public notice is included the contract price for Portable Changeable Message Sign.

Before, during and following detour signal work and prior to commencement of the traffic signal functional test at any location, all items of work related to signal control shall be completed and all roadside signs, pavement delineation, and pavement markings shall be in place at that location.

Attention is directed to the environmentally sensitive areas (ESA) and temporary fence. Prior to beginning work, the boundaries of the ESA shall be clearly delineated in the field through the installation of a temporary fence. Although the plans show specific areas to be delineated, exact locations of the fence shall be determined by the Engineer.

Upon successfully delineating the ESA, the Contractor is to perform the work in conformance with the stages of construction shown on the plans. Non conflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction. Alterations to the Staging Plans are allowed with prior concurrence from the Engineer.

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.

#### 9.4 COMPLETION TIME

The time limit for the completion of all items of work is **One Hundred and Forty (140)** working days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall pay a sum in the amount of **Two Thousand Two Hundred Dollars (\$2,200.00)** as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of **One Hundred and Forty (140) working days**.

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

#### 9.5 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 Matthew Johns of the Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-5760, FAX (916) 808-7903 or [mjohns@cityofsacramento.org](mailto:mjohns@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 AND PARTIAL PAY QUANTITY**

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

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

- A. Furnish Precast Prestressed Concrete Voided Slab Units
- B. Bar Reinforcing Steel
- C. Bridge Joint Seal
- D. Midwest Guardrail System (MBGR)
- E. Pavement Markers (Retroreflective)

All eligible partial payments for materials on hand but not yet incorporated into the work shall conform to Section 9-1.16C "Materials on Hand" of the State Standard Specifications.

### **9.9 EQUIPMENT TO BE SUPPLIED**

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

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

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 City will be responsible for handling and removal of hazardous material or may request that the Contractor be available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a subcontractor who possesses a California license for hazardous substance removal and remedial actions.

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

1. All work is to be completed in accordance with the following regulations and requirements:
  - a. Section 14, "Environmental Stewardship" of the State Standard Specifications.
  - b. Chapter 6.5, Division 20, California Health and Safety Code.
  - c. 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.
  - d. 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 operations of the Railroad, Haggin Oaks Golf Course, 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 Operations Center  
Contractor shall notify Shad Bennett, via the Resident Engineer, a minimum of ten (10) working days prior to implementing the proposed traffic detour plan to coordinate any required signal timing modifications. Shad can be reached by e-mail at sbennett@cityofsacramento.org and by phone at (916) 808-5067.
- 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.
- Pacific Gas and Electric (PG&E)  
Contractor shall contact David Allen, Senior Field Engineer Technician for PG&E, at (916) 386-5277, and Larry Schlaht at (916) 386-5371 at least 7 calendar days before start of construction.  
  
Contractor shall notify George Farage (PG&E Senior Pipe Line Engineer) a minimum of sixty (60) calendar days prior to the completion of all rough grading operations and construction of bridge abutments and retaining walls. George can be reached by e-mail at gxfs@pge.com, by phone at (925) 244-3197, or by cell phone at (925) 487-6874.
- Haggin Oaks Golf Course  
Contractor shall contact Michael Woods, Director of Golf, at (916) 871-2672 a minimum of ten (10) working days prior to beginning work.
- Union Pacific Railroad (UPRR)  
Contractor shall notify Peggy J. Ybuhay, UPRR Manager Industry and Public Projects, at 916-789-5152 a minimum of ten (10) working days prior to any work on and/or adjacent to the property or tracks of the Railroad.

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.

**2. Coordination with the Railroads**

The City purchased a non-exclusive slope easement from Union Pacific Railroad on January 9, 2014 for the construction, maintenance, operation, repair, renewal, reconstruction and use of a roadway bridge slope for the Roseville Road Bridge over Arcade Creek. (See Appendix F)

Included with the non-exclusive slope easement, Union Pacific Railroad granted the City a temporary construction easement on January 27, 2014 to facilitate the Roseville Road Bridge Replacement Project. (See Appendix G)

As is defined in Section 4 of the attached temporary construction easement agreement, the Contractor, including any Subcontractor working within railroad property, shall (i) execute the Union Pacific Railroads Contractor's Right of Entry Agreement (which provides for flagging), and obtain the insurance coverage described therein; and (ii) provide the insurance policies, certificates, binders and/or endorsements to the Resident Engineer and Union Pacific Railroad prior to commencing any work in the temporary construction easement or within railroad property. (See Appendix H)

The Contractor and its subs shall comply with the rules and regulations of the railroad or the instructions of its representatives in relation to the proper manner of protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction.

The Contractor shall give the advance notice to the Railroad that is required in Section 1 of Exhibit B on the Contractor's Right of Entry Agreement before commencing any work.

The estimated cost for Railroad flagging is \$1,200 per 10 hour day. **For bidding purposes, the Contractor shall assume a flagman will be required for 20 days for a total cost of \$24,000.** Any increase or decrease to this amount during construction shall be borne equally by the City and Contractor and be adjusted through a contract change order.

The Contractor shall, upon completion of the work covered by this contract, promptly remove from the premises of Railroad all of the Contractor's tools, implements and other materials, whether brought upon said premises by said Contractor or any Subcontractor, employee or agent of the Contractor or of any Subcontractor, and cause said premises to be left in a clean and presentable condition

It is expected that the Railroad will cooperate with the Contractor to the end that the work may be handled in an efficient manner. However, except for additional compensation provided for hereinafter for delays in completion of specific unit of work to be performed by the Railroad, the Contractor shall have no claim for damages, extension of time, or extra compensation in the event the work is held up by any of the work to be performed by the Railroad.

The Contractor must understand the Contractor's right to enter the Railroad's property is subject to the absolute right of the Railroad to cause the Contractor's work on the Railroad's property to cease if, in the opinion of the Railroad, the Contractor's activities create a hazard to the Railroad's property, employees, or operations.

The cost of coordination, application fee, and all premiums which the Contractor is required to pay on all insurance associated with the Contractor's Right of Entry Agreement shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be allowed therefor.

**3. Coordination with Pacific Gas and Electric (PG&E):**

The project will require PG&E to abandoned/remove a six-inch (6") high pressure natural gas utility and relocate a twelve-inch (12") high pressure natural gas utility. PG&E forces will perform the necessary relocations and/or abandonments concurrently with the bridge replacement project.

The Contractor shall notify George Farage (PG&E Senior Pipe Line Engineer) a minimum of sixty (60) calendar days prior to the completion of all rough grading operations and construction of bridge abutments and retaining walls. George can be reached by e-mail at [gxfs@pge.com](mailto:gxfs@pge.com), by phone at (925) 244-3197, or by cell phone at (925) 487-6874.

Upon completion of the listed tasks, PG&E forces are to mobilize and perform all work required of the abandonment/relocation of the identified six-inch (6") and twelve-inch (12") high pressure natural gas facilities. PG&E forces will require thirty (30) calendar days to construct abandonment and relocation.

The Contractor shall make all necessary arrangements with PG&E, through the Engineer, required to facilitate the gas line abandonment and/or relocation.

The Contractor shall submit a PG&E supported utility relocation work plan and schedule of work to the Engineer for approval. During utility relocation work, the Contractor shall confine his work activities to those activities that are "Non-Conflicting" with PG&E's utility relocation crew. The Contractor shall include in the schedule of work, those non-conflicting activities that are proposed to be performed during utility relocations for review and approval by the Engineer.

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.

**4. Coordination with Haggin Oaks Golf Course:**

The Contractor shall make every effort to avoid cart paths, golf tees, and all other areas of active play on the course such that full use of the course can continue during construction. At a minimum, the Contractor shall install a temporary fence clearly separating the construction site from all areas of active play. The location of the temporary fence is to be determined in the field by the Engineer and golf course staff.

No construction activities, project site access, staging, or equipment storage will be permitted on the active play areas of the golf course.

To further reduce impacts to the golf course during construction, all construction activities within the golf course property will be prohibited during any scheduled tournaments. The

tournament schedule, including a list of all golf course restricted work days, will be provided to the Contractor during the preconstruction meeting with golf course staff.

The Contractor shall contact Stacy Baker, Golf Course Superintendent, at (530) 403-3119 a minimum of ten (10) working days in advance to coordinate the connection of the temporary irrigation system to the existing golf course irrigation facilities.

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 PROJECT SCHEDULING**

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

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

## **9.13 PROTECTION OF EXISTING IMPROVEMENTS**

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

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 five (5) 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.

Preconstruction photographs must be taken prior to construction and turned into the Engineer before construction begins.

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

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

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

The contractor shall 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 7:00 AM and 5:00 PM Monday through Friday, unless otherwise approved by the Engineer.
2. Weekend work from 8:30 am to 5:30 pm may be approved by the Engineer.
3. The Contractor shall submit for approval, a written request to perform weekend work a minimum of two (2) weeks prior to the weekend dates. If weekend work is approved, the cost of inspection shall be borne by the City.
4. Roseville Road will be closed to vehicular and pedestrian traffic for the duration of the project.
5. A detour plan outlining the manner in which Roseville Road is to be closed is included in the construction documents. The Contractor is to place changeable message boards notifying the public of the scheduled road closure a minimum of fourteen (14) calendar days in advance of implementing the detour. The location of the changeable message boards is to be determined by the in the field by the Engineer. .
6. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.
7. The Contractor shall maintain existing electrical facilities and traffic and public safety in accordance with Section 34 of the Standard Specifications and these Special Provisions.
8. Residential driveways may only be closed after giving property owners 24 hour notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.
9. Commercial driveways shall remain open at all times. The Contractor shall schedule the commercial driveways to be poured in two phases unless more than one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners' 5 calendar days in advance.
10. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid-resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours.
11. Contractor must maintain public access to the RT Station at all times.

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

### **9.15 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.

### **9.16 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.

### **9.17 PUBLIC NOTIFICATION**

The Contractor shall prepare a public notification for the work and notify the City of Sacramento thirty (30) calendar days in advance of closing Roseville Road for public and media relations. 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.

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.

### **9.18 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 ten (10) 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.

## **9.19 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.

## **9.20 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.

## **9.21 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.

## **9.22 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.

### **9.23 TREE TRIMMING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **9.24 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).

#### **9.25 HEALTH AND SAFETY**

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

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

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

## **9.26 PERMITS AND STAGING AREA**

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

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

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

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

## **9.27 ENCROACHMENT PERMIT**

The City is in the process of acquiring a Caltrans Encroachment Permit. Prior to start of work within the State of California's right-of-way or work affecting the State of California facilities, the Contractor will be required to obtain an Encroachment Permit at the following State of California Transportation office:

CALTRANS, DISTRICT 03, PERMIT ENGINEER  
703 "B" Street, P.O. Box 911  
Marysville, CA 95901  
(530) 741-5374

The Contractor shall pay the applicable fees due at the time of application. A copy of the City's Encroachment Permit is available upon request.

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

## **9.28 HUMAN WASTE OR BIOHAZARDOUS MATERIAL**

If human waste or bio hazardous materials are encountered, removal of said items will be accomplished through a reasonable method by reasonably-qualified personnel by Force Account as described in Section 9-1.04 of the State Standard Specifications.

## **9.29 MATERIAL HANDOUT**

### **SECTION 2 STATE SPECIFICATIONS "BIDDING"**

**Add to section 2-1.06B:**

The Department makes the following supplemental project information available:

**Supplemental Project Information**

Means	Description
Included in <i>Information Handout</i>	UPRR Soil Management Plan dated 2 November 2009
Included in <i>Information Handout</i>	Structure Foundation Report
Included in <i>Information Handout</i>	As-built Phase I Foundation Plans

**9.30 REVISED STATE STANDARD SPECIFICATIONS**

**2 BIDDING (STATE SPECIFICATIONS)**

**Add to Section 2-1.06A:**

Revised Standard Specifications are available at State of California, Department of Transportation (Caltrans) website at: [http://www.dot.ca.gov/hq/esc/oc/specifications/SSPs/2010-SSPs\\_rss/](http://www.dot.ca.gov/hq/esc/oc/specifications/SSPs/2010-SSPs_rss/) . Contractor must comply with the most recent revised state standard specifications available prior to bid opening.

**9.31 EROSION AND SEDIMENT CONTROL**

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

**9.32 WATER POLLUTION CONTROL**

Water Pollution Control shall be performed in accordance with Section 13 of State Standard Specifications.

The Contractor, on the City's behalf, shall acquire and maintain a General Construction Permit from the State Water Resources Control Board. All costs associated with the permit acquisition and maintenance shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

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## **SECTION NO. 10 - ITEMS OF THE BID PROPOSAL**

**Provide a Schedule of Values (cost break-down) for lump sum bid items 4 (Temporary Traffic Detour), 7 (Existing Signal Modifications During Detour), 8 (Pollution Control), and 67 (Automated Irrigation System). 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 the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814.**

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

The Contractor shall determine the quantities to complete the work shown on the plans. The Contractor shall be responsible for the accuracy of the quantities and values. No adjustment in compensation will be made in the contract lump sum prices paid for the various irrigation work items due to any differences between the quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions. At the Engineer's discretion, the approved cost break-down may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the items of irrigation work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined, at the Engineer's discretion, in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of Caltrans Standard Specification. The cost break-down submitted by the responsive qualified low bid Contractor shall be approved by the Engineer before any partial payment for the items of irrigation work shall be made based on the cost break-down. The cost break-down shall include, but is not limited to: type of equipment, estimated quantity, and unit price (\$/LF or each). Contractor shall submit break-down in a spreadsheet format.

### **ITEM NO. 1 - MOBILIZATION**

Mobilization shall conform to the provisions in Section 9, "Payment," of the State Standard Specifications and these Special Provisions. No additional compensation for delay or re-mobilization will be allowed.

### **MEASUREMENT AND PAYMENT**

The contract lump sum price paid for "Mobilization" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization as specified herein and as directed by the engineer.

### **ITEM NO. 2 - PRECONSTRUCTION PHOTOGRAPHS**

Preconstruction Photographs shall conform to Section 11 of the City Standard Specifications.

Preconstruction Photographs shall be especially important between the abutments and under the bridge to re-establish the existing condition of Arcade Creek after dewatering, demolition, and construction activities.

### MEASUREMENT AND PAYMENT

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. 3 - TEMPORARY FENCE (TYPE ESA)**

Temporary Fence (Type ESA) shall conform to the provisions in Section 14-1.03, "Type ESA Temporary Fence" of the State Standard Specifications and these Special Provisions.

Exact locations of Temporary Fence (Type ESA) shall be determined by the Engineer.

ESA signs are not required, except those shown on Planting and Irrigation Plans.

When the Engineer determines that temporary fence (Type ESA) is no longer required, remove and dispose of it under Section 14-10, "Solid Waste Disposal and Recycling," of the State Standard Specifications.

### MEASUREMENT AND PAYMENT

Temporary Fence (Type ESA) is measured and paid for by the linear foot, as measured parallel to the ground slope and along the fence

The fence payment quantity does not include the width of openings.

The contract price paid per linear foot for Temporary Fence (Type ESA) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Temporary Fence (Type ESA), complete in place, including maintenance, removal of materials, and backfilling and repairing holes, depressions and other ground disturbance.

### **ITEM NO. 4 - TEMPORARY TRAFFIC DETOUR**

Temporary Traffic Control shall be in accordance with Section 12 Temporary Traffic Control of the State Standard Specifications, except as detailed in this Section and these Special Provisions.

Attention is directed to Section 9.3 Order of Work of these Special Provisions, especially regarding Roseville Road closure and detour.

Construction area sign and marker panels conforming to the provisions in Section 12-3.06, "Construction Area Signs," of the State Standard Specifications shall be installed on barricades in a manner determined by the Engineer at the locations shown on the plans.

### MEASUREMENT AND PAYMENT

The contract lump sum price paid for Temporary Traffic Control including construction area signs and specialty signs, temporary roadside signs, and temporary striping and markings, includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in erecting, placing, maintaining, and relocating items and related equipment, complete in place, including all equipment used for any time for temporary

traffic control/detour purposes, as shown on the plans, as specified in the State Standard Specifications, City Standard Specifications, and these Special Provisions, and as directed by the Engineer.

Payments for this item do not include Type III Barricade, Portable Changeable Message Signs, or Maintaining Existing Traffic Management System Elements During Construction (Existing Signal Modifications during Detour). These items are paid for in other items.

#### **ITEM NO. 5 - TYPE III BARRICADE**

Type III Barricades shall be furnished, placed, and maintained at the locations shown on the plans, specified in the State Standard Specifications or in these Special Provisions or where designated by the Engineer. Barricades shall conform to the provisions in Section 12-3.02, "Barricades," of the State Standard Specifications and these Special Provisions.

If a Type III Barricade is used for a sign support, it must be successfully crash tested under NCHRP Report 350 criteria as a single unit with an attached sign panel of the size and type used.

#### **MEASUREMENT AND PAYMENT**

Barricades shown on the plans as part of a traffic control system will be paid for as provided in "Traffic Control System for Lane Closure" of these special provisions and will not be included in the count for payment of barricades.

The contract price paid per each Type III Barricade, includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing and transporting Type III barricades, complete in place, painting, excavation and backfill, and removal as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### **ITEM NO. 6 - PORTABLE CHANGEABLE MESSAGE SIGN**

Work includes furnishing, placing, operating, maintaining, and removing portable changeable message signs.

Comply with Section 12-3.12 "Portable Changeable Message Signs," of the State Standard Specifications.

**Useable shoulder area:** Paved or unpaved contiguous surface adjacent to the traveled way with:

1. Sufficient weight bearing capacity to support portable changeable message sign
2. Slope not greater than 6:1 (horizontal: vertical)

Start displaying the message on portable changeable message sign fourteen (14) calendar days before starting work, closing the road or as directed by the Engineer. The changeable message sign should be placed during construction and shall only be removed after construction is complete unless otherwise instructed by the Engineer.

Place portable changeable message signs as shown on plans or as instructed by the Engineer.

#### **MEASUREMENT AND PAYMENT**

The contract price paid per each portable changeable message signs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, operating, modifying messages, maintaining portable changeable message signs, complete in place, including transporting from location to location, removing, and repairing or replacing defective or damaged portable changeable message signs, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### **ITEM NO. 7 - EXISTING SIGNAL MODIFICATIONS DURING DETOUR**

Work includes furnishing, placing, operating, maintaining, and modifying Existing Traffic Management System Elements during construction.

The work of this item includes temporary modifications to existing traffic signal facilities to enact the Detour Plans (Bid Set), Contractor's Detour Plan submittal, and field-generated changes due to observed conflicts as approved by Engineer/City:

- Traffic Signals along Connie Drive at Auburn Blvd/I-80 Off-Ramp preventing northbound movements to Connie Drive.
- Traffic Signals along Roseville Road at Transit Center Entrance preventing southbound through movements to Roseville Road while allowing left-turns or U-turns.
- Any Traffic Signals along Northbound Detour (Sheet DE-1) and Southbound Detour (Sheet DE-2) that is determined to function inadequately as a result of the detour requiring adjustment to improve traffic conditions.

#### MEASUREMENT AND PAYMENT

The contract lump sum price paid for Existing Signal Modifications during Detour includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in erecting, placing, maintaining and relocating items and related equipment, complete in place, including all equipment used for any time for temporary traffic control purposes, as shown on the plans, as specified in the State Standard Specifications, City Standard Specifications, and these Special Provisions, and as directed by the Engineer.

#### **ITEM NO. 8 - POLLUTION CONTROLS**

The Water Pollution Control Program (WPCP) shall conform to the provisions in Section 13, "Water Pollution Control," and Section 13-2, "Water Pollution Control Program," of the State Standard Specifications and Section 9.32 of these Special Provisions.

#### MEASUREMENT AND PAYMENT

The contract lump sum price paid for Pollution Controls includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in pollution control, as shown on the plans, as specified in the State Standard Specifications, City Standard Specifications, and these Special Provisions, and as directed by the Engineer.

#### **ITEM NO. 9 - PREPARE SWPPP PLAN**

Prepare SWPPP Plan shall conform to the provisions in Section 13, "Water Pollution Control," and Section 13-3, "Storm Water Pollution Prevention Plan," of the State Standard Specifications, and Section 9.32 of these Special Provisions.

The Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.06, "Suspensions," of the State Standard Specifications.

MEASUREMENT AND PAYMENT

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 preparing and implementing the SWPPP plan as specified in these Special Provisions and as directed by the Engineer.

Payment for Prepare SWPPP Plan is detailed in Section 13-3.04 "Payment" of State Standard Specifications.

**ITEM NO. 10 - RAIN EVENT ACTION PLAN (REAP)**

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," and Section 13-3.01B(7) and Section 13-3.03B, "Rain Event Action Plan," of the State Standard Specifications and Section 9.32 of these Special Provisions.

MEASUREMENT AND PAYMENT

If risk level 2 or 3, the Department pays \$500 for each Rain Event Action Plan (REAP) submitted. The contract unit price paid for Rain Event Action Plan includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation and submittal of REAP forms, and monitoring weather forecasts as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The unit price will not be adjusted for an increase or decrease in Rain Event Action Plan quantity.

**ITEM NO. 11 - STORM WATER SAMPLING AND ANALYSIS DAY**

Sampling and Analysis Day work shall conform to the provisions in Section 13, "Water Pollution Control," and Section 13-3.01B(6) and Section 13-3.03C, "Sampling and Analysis Day," of the State Standard Specifications and Section 9.32 of these Special Provisions.

MEASUREMENT & PAYMENT

If risk level 2 or 3, the contract unit price paid for each storm water sampling and analysis day includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation, collection, analysis, and reporting of storm water samples per qualifying rain event as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

The unit price will not be adjusted for an increase or decrease in Storm Water Sampling and Analysis Day quantity.

## **ITEM NO. 12 - STORM WATER ANNUAL REPORT**

Storm Water Annual Report work shall conform to the provisions in Section 13, "Water Pollution Control," and Section 13-3.01B(8) and Section 13-3.03D, "Storm Water Annual Report," of the State Standard Specifications and Section 9.32 of these Special Provisions.

### MEASUREMENT AND PAYMENT

The Department pays \$2,000 for each Storm Water Annual Report submitted. The contract unit price paid for Storm Water Annual Report includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation and submittal of Storm Water Annual Report as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The unit price will not be adjusted for an increase or decrease in Storm Water Annual Report quantity.

For each failure to submit a completed storm water annual report, the City withholds \$10,000. This withhold is in addition to other performance failure withholds.

## **ITEM NO. 13 - TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)**

Temporary Hydraulic Mulch (Bonded Fiber Matrix) work shall conform to the provisions in Section 13-5, "Soil Stabilization," Section 13-5.03E, "Temporary Hydraulic Mulch (Bonded Fiber Matrix)," and Section 21-1.03J, "Bonded Fiber Matrix," of the State Standard Specifications.

Temporary Hydraulic Mulch (Bonded Fiber Matrix) is to provide temporary erosion control on graded or exposed slopes and earthen surfaces, typically between construction stages or during periods of inactivity.

### MEASUREMENT AND PAYMENT

Temporary hydraulic mulch (bonded fiber matrix) is measured by the square foot from measurements along the slope of the areas covered by the hydraulic mulch. The contract price paid per square foot for Temporary Hydraulic Mulch (bonded fiber matrix) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying temporary hydraulic mulch, complete in place, including removal of hydraulic mulch, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

## **ITEM NO. 14 - EROSION CONTROL (HYDROSEED)**

Erosion Control (Hydroseed) work shall conform to the provisions in Section 21, "Erosion Control," and Section 21-1.03E "Hydromulch and Hydroseed," of the State Standard Specifications.

Erosion Control (Hydroseed) is to provide permanent erosion control on graded or exposed slopes and earthen surfaces, typically when the final embankment is completed and final stabilization is desired.

Erosion Control (Hydroseed) shall have the following seed proportions unless otherwise directed by the Engineer:

<b>Species</b>	<b>LB of Bulk seed/acre</b>
Bromus carinatus (CA brome)	6.0
Eschscholzia califonica (CA poppy)	1.0
Hordeum brachyantherum ssp. Californicum (CA barley)	3.0
Lupinus bicolor (Miniature Lupine)	3.0
Triticum x elymus (ReGreen)	70.0
Vulpia microstachys (Small Fescue)	2.0
<b>Total</b>	<b>85.0</b>

**MEASUREMENT AND PAYMENT**

Erosion Control (Hydroseed) will be measured by the square foot. The area will be calculated on the basis of actual or computed slope measurements.

The contract price paid per square foot for Erosion Control (Hydroseed) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in erosion control (Hydroseed) complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

**ITEM NO. 15 - TEMPORARY EARTHEN DAM AND DIVERSION SYSTEM**

Temporary Earthen Dam and Diversion System work shall conform to the provisions in Section 13, "Water Pollution Control" of the State Standard Specifications.

This work involves creating two temporary earthen dams to divert existing Arcade Creek flows during demolition of existing bridge and construction of new bridge. The upstream temporary earthen dam (Dam-Right Side) is intended to intercept Arcade Creek flows and for human/small machine traffic across the top. The downstream temporary earthen dam (Dam-Left Side) is intended to prevent diverted backflow into the work area and to provide for construction vehicle access across Arcade Creek, connecting UPRR access road.

Contractor is responsible for planning, designing, installing, and operating creek diversion and dewatering systems which could include materials such as piping, hoses, desilting bags, and water pumping devices. All other Water Pollution Control Specifications shall remain in effect during the course of this item.

Attention is directed to Section 9.3 Order of Work of these Special Provisions regarding submitting the creek diversion plan for City approval.

Contractor shall restore creek to original configuration after removal of temporary earthen dams and creek diversion system.

**MEASUREMENT AND PAYMENT**

The contract lump sum price paid for Temporary Earthen Dams and Diversion System includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for

doing all the work involved in Temporary Earthen Dam and Diversion System, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

**ITEM NO. 16 - TEMPORARY FIBER ROLL**

Temporary Fiber Roll work shall conform to the provisions in Section 13-6, "Temporary Sediment Control," Section 13-6.03E, "Temporary Fiber Rolls," and Section 21-1.03P, "Temporary Fiber Rolls," of the State Standard Specifications.

MEASUREMENT AND PAYMENT

Temporary Fiber Roll is measured by the linear foot along the centerline of the installed roll. Where temporary fiber roll is joined and overlapped, the overlap is measured as a single installed roll. The contract price paid per linear foot for temporary fiber roll includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the temporary fiber roll, complete in place, including removal of materials, cleanup and disposal of retained sediment and debris, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

**ITEM NO. 17 - TEMPORARY CHECK DAM (GRAVEL BAGS)**

Temporary Check Dam (Gravel Bags) work shall conform to the provisions in Section 13-6, "Temporary Sediment Control," and Section 13-6.03B, "Temporary Check Dams," of the State Standard Specifications.

Temporary Check Dam (Gravel Bags) shall be minimum three (3) rows high.

MEASUREMENT AND PAYMENT

Temporary Check Dam is measured by the linear foot along the centerline of the check dam. The contract price paid per linear foot for Temporary Check Dam (Gravel Bags) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the temporary check dam, complete in place, including removal of materials, cleanup and disposal of retained sediment and debris, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

**ITEM NO. 18 - TEMPORARY SILT FENCE**

Temporary Silt Fence work shall conform to the provisions in Section 13-10, "Temporary Linear Sediment Barriers," Section 13-10.03F, "Temporary Silt Fences," of the State Standard Specifications.

MEASUREMENT AND PAYMENT

Temporary Silt Fence is measured by the linear foot along the centerline of the installed fence.

The contract price paid per linear foot for temporary silt fence includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the temporary silt fence, complete in place, including removal of materials, cleanup and disposal of retained sediment and debris, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

**ITEM NO. 19 - TEMPORARY CONSTRUCTION ENTRANCE**

Temporary Construction Entrance shall conform to City Standard Drawing Q-10.

**MEASUREMENT AND PAYMENT**

Temporary Construction Entrance is determined from actual count in place. Temporary construction entrance is measured one time only and no additional measurement will be recognized.

The contract price paid for each temporary construction entrance includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the temporary construction entrance, complete in place, including removal of the temporary construction entrance, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

No additional compensation will be made if the temporary construction entrance is relocated during the course of construction.

**ITEM NO. 20 - STREET SWEEPING**

Street Sweeping work shall conform to the provisions in Section 13-4, "Job Site Management," Section 13-10.03F, "Sweeping," Section 13-7.01C, "Quality Control and Assurance", and Section 13-7.03D, "Street Sweeping," of the State Standard Specifications.

**MEASUREMENT AND PAYMENT**

The contract lump sum price paid for Street Sweeping includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in street sweeping, including disposal of collected material, as shown on the plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer.

**ITEM NO. 21 - REMOVE EXISTING METAL/WOOD BEAM GUARD RAILING**

Remove Metal/Wood Beam Guard Railing shall conform to the provisions in Section 15, "Existing Highway Facilities" and Section 15-2.02G, "Remove Metal Beam Guard Railing," of the State Standard Specifications and these Special Provisions.

Existing metal/wood beam guard railing, shall be removed and disposed of according to following table:

BEGIN STATION		END STATION		QUANTITY (LF)	Material
21+79	LEFT	22+29	LEFT	50	Wood
24+37	LEFT	24+52	LEFT	15	Metal
22+20	RIGHT	22+28	RIGHT	8	Wood
24+36	RIGHT	24+49	RIGHT	13	Wood
24+49	RIGHT	25+60	RIGHT	111	Metal
				<b>197</b>	<b>TOTAL</b>

Existing wood beam guard rail located on bridge edges is not included within this item.

## MEASUREMENT AND PAYMENT

Existing concrete anchors, steel foundation tubes, or any existing guard railing appurtenance within limits in table, above, shall be completely removed and disposed of. Full compensation for removing concrete anchors shall be considered as included in the contract price paid per linear foot for remove metal/wood beam guard railing and no separate payment will be made therefor.

Payment for removing existing wood beam guard rail located on bridge edges is included within Bridge Removal Item and not this item.

The contractor shall inspect all metal beam guard rail, in the presence of the Engineer, that is to be removed, as shown on the plans. If, in the opinion of the Engineer, any portion of the metal beam guard rail is viable for re-use by the City or Caltrans, the contractor shall salvage such metal beam guard rail to the City or Caltrans, depending on location, as specified in section 15-2.03 "Salvage" of the State Standard Specifications and these Special Provisions.

The contract unit price paid per liner foot for remove existing metal/wood beam guard rail includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing metal/wood beam guardrail, complete in place, including inspecting and salvaging metal beam guard railing determined by the engineer to be viable, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

## **ITEM NO. 22 - REMOVE EXISTING STRIPING AND PAVEMENT MARKERS**

Remove Existing Striping and Pavement Markers shall conform to the provisions in Section 15, "Existing Highway Facilities" and Section 15-2.02C, "Remove Traffic Stripe and Pavement Markers" of the State Standard Specifications and these Special Provisions.

The Engineer and contractor shall determine the material makeup of the existing striping and pavement markers and dispose of accordingly:

### **Solid Waste**

Manage solid waste in compliance with Section 14-10, "Solid Waste Disposal and Recycling," of the State Standard Specifications and these Special Provisions.

### **Hazardous Waste**

Manage hazardous waste in compliance with Section 14-11, "Hazardous Waste and Contamination," of the State Standard Specifications and these Special Provisions.

### **Contaminated Soil**

Manage hazardous waste in compliance with Section 14-11.02E(2), "Contaminated Soil," of the State Standard Specifications and these Special Provisions.

## MEASUREMENT AND PAYMENT

The contract price paid per linear foot for Remove Existing Striping and Pavement Markers includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Remove Existing Striping and Pavement Markers of

various types, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract price paid per linear foot includes removal of any pavement markers within the ranges shown on plans for areas of new pavement and pavement conforms.

There is no scale (multiplication) factor for stripe width or double striping.

No additional payment shall be made for existing striping and pavement markers depending on the disposal method. All disposal methods pay the same contract price paid per linear foot.

#### **ITEM NO. 23 - REMOVE EXISTING AC PAVEMENT**

Remove Existing AC Pavement shall conform to the provisions in Section 15, "Existing Highway Facilities" and Section 15-2.02B, "Remove Pavement" of the State Standard Specifications and these Special Provisions.

Contractor shall remove Existing Striping and Pavement Markers before removing AC Pavement.

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 City Standard Specifications.

Existing aggregate base material that is not in conflict with new aggregate base can be scarified 12" deep and compacted in place at 95% relative compaction. Contractor to maintain new aggregate base thickness as specified in plans. Contractor is allowed to relocate existing aggregate on-site within existing roadway limits and compacted at 95% relative compaction.

Existing aggregate base is not allowed to be used in whole or in part for new aggregate base.

The existing AC Pavement shall be disposed of outside the highway right of way in conformance with Section 14-10, "Solid Waste Disposal and Recycling," of the State Standard Specifications or as agreed by the Engineer and the contractor.

#### **MEASUREMENT AND PAYMENT**

The contract unit price paid per cubic yard for Removing Existing AC Pavement includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Removing AC Pavement, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

No additional payment shall be made for removing existing aggregate base.

#### **ITEM NO. 24 - REMOVE EXISTING ASPHALT CONCRETE DIKE**

Remove Existing Asphalt Concrete Dike shall conform to the provisions in Section 15, "Existing Highway Facilities" of the State Standard Specifications and these Special Provisions.

Existing asphalt concrete dike, within limits of new pavement, shall be removed.

The existing AC Dike shall be disposed of outside the highway right of way in conformance with Section 14-10, "Solid Waste Disposal and Recycling," of the State Standard Specifications or as agreed by the Engineer and the contractor.

**MEASUREMENT AND PAYMENT**

The contract price paid per linear foot for Remove Existing Asphalt Concrete Dike includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Remove Asphalt Concrete Dikes of various types, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

**ITEM NO. 25 - REMOVE EXISTING AC OVERSIDE DRAIN INLET APRON**

Remove Existing Asphalt Concrete (AC) Overside Drain Apron shall conform to the provisions in Section 15, "Existing Highway Facilities" of the State Standard Specifications and these Special Provisions.

Existing AC Overside Drain Inlet Apron, shall be removed and disposed of according to following table:

<b>STATION</b>
"R" 19+90 RT
"R" 19+90 LT
"R" 21+73 RT
"R" 21+73 LT
"R" 24+92 RT
"R" 26+93 RT
"R" 26+93 LT
<b>TOTAL</b>

The existing AC Overside Drain Inlet Apron shall be disposed of outside the highway right of way in conformance with Section 14-10, "Solid Waste Disposal and Recycling," of the State Standard Specifications or as agreed by the Engineer and the contractor.

**MEASUREMENT AND PAYMENT**

The contract price paid per each for Remove Existing AC Overside Drain Inlet Apron includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing asphalt overside drains of various types, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract price paid per each for Remove Existing AC Overside Drain Inlet Apron does not include removal of AC Dike or Existing Drainage Facilities (CMP drainage pipe). These item are paid for elsewhere.

The contract price paid per each for Remove Existing AC Overside Drain Inlet Apron does not include any inlet grate, stakes, attachments to CMP drain pipe, or underground headwalls not visible from surface.

**ITEM NO. 26 - REMOVE EXISTING DRAINAGE FACILITIES**

Remove Existing Drainage Facilities shall conform to the provisions in Section 15, "Existing Highway Facilities" of the State Standard Specifications and these Special Provisions.

Existing Drainage Facilities consisting of corrugated metal pipe (CMP) down drains and drainage pipe, shall be removed and disposed of according to following table:

STATION
"R" 19+90 RT
"R" 19+90 LT
"R" 21+73 RT
"R" 21+73 LT
"R" 24+92 RT
"R" 26+93 RT
"R" 26+93 LT
From "R" 18+72 to 19+30 RT

Existing Drainage Facilities shall be disposed of outside the highway right of way in conformance with Section 14-10, "Solid Waste Disposal and Recycling," of the State Standard Specifications or as agreed by the Engineer and the contractor.

**MEASUREMENT AND PAYMENT**

The contract price paid per linear foot to Remove Existing Drainage Facilities includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing existing drainage facilities, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract price paid per lineal foot to Remove Existing Drainage Facilities includes stakes, attachments to CMP drain pipe, or underground headwalls not visible from surface.

**ITEM NO. 27 - EXISTING BRIDGE REMOVAL**

Existing Bridge removal shall conform to the provisions in Section 15, "Existing Highway Facilities" and Section 15-4, "Bridge Removal" of the State Standard Specifications and these Special Provisions.

The Existing Bridge Removal shall include all abutments, wingwalls, abutment aprons, columns, piers, footings, beams, decking, sidewalks, and wood beam guard rail along edges of existing bridge.

The existing bridge shall be disposed of outside the highway right of way in conformance with Section 14-10, "Solid Waste Disposal and Recycling," of the State Standard Specifications or as agreed by the Engineer and the contractor.

**MEASUREMENT AND PAYMENT**

The contract lump sum price paid for Existing Bridge Removal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work

involved in Bridge Removal as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

**ITEM NO. 28 - PLANED PAVEMENT CONFORMS**

Planed Pavement Conforms shall be constructed at the locations indicated on the Plans and in conformance with applicable requirements of Sections 22 and 38 (Detail T-120) of the City Standard Specifications and these Special Provisions and as directed by the Engineer.

MEASUREMENT AND PAYMENT

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

**ITEM NO. 29 - CLEARING AND GRUBBING**

Clearing and Grubbing shall conform to Section 12 and 13 of the City Standard Specifications, Section 16, "Clearing and Grubbing" of the State Standard Specifications, and these Special Provisions with the exception that the removal of existing AC pavement, AC dike, AC overside drains, drainage facilities, and bridge shall be part of other pay items and shall not be paid for under this item.

Removal of trash and illegally-dumped materials is included within this item.

If human waste or biohazardous materials are encountered, removal of said items will be accomplished through a reasonable method by reasonably-qualified personnel by Force Account as described in Section 9-1.04 of the State Standard Specifications, and according to Section 9.28 of these Special Provisions.

A City Contract was previously executed, in advance of this project, to remove trees anticipated to be in conflict with this project. Tree tops were removed leaving stumps and root structure intact. These trees are shown on the plans. Stumps and root structures shall be removed according to Section 16-1.03C of the State Standard Specifications.

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

MEASUREMENT AND PAYMENT

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. 30 - ROADWAY EXCAVATION AND GRADING**

Roadway Excavation and Grading shall conform to Section 14 of the City Standard Specifications, Section 19, "Earthwork" of the State Standard Specifications, and these Special Provisions.

Excavation shall include excavating on-site native material to allow construction of improvements to the lines and grades shown on the Plans. Existing excavated material must be determined suitable for re-use on-site by Engineer.

This work shall include excavation, grading, and compaction necessary to construct the proposed street section, ditch grading and ditches, and shall include finish grading to match the back of sidewalk to surrounding grade using slopes 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.

This work includes excavating existing aggregate base that is in conflict with new aggregate base that is determined suitable for re-use on-site by the Engineer.

This work also includes benching into the existing slope for placement of new embankment according to Section 19-6.03 of the State Standard Specifications, also according to Geotechnical and Foundation Reports prepared for this project by BCI.

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 City Standard Specifications.

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

The Contractor shall exercise extreme care to avoid damaging existing pavement and dikes, embankments, and planting areas during excavation operations. Pavement and dikes damaged by the Contractor shall be repaired at the Engineer's direction. The cost of repairs to damaged pavement and dikes shall be considered as included in this item, and no separate payment shall be made therefore.

### **MEASUREMENT AND PAYMENT**

The contract unit price paid per cubic yard for Roadway Excavation and Grading shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in Roadway Excavation and Grading as specified in the City Standard Specifications, the State Standard Specifications, and these Special Provisions, and as directed by the Engineer.

### **ITEM NO. 31 - IMPORTED BORROW**

Import Borrow shall conform to Section 14 of the City Standard Specifications, Section 19, "Earthwork" of the State Standard Specifications, and these Special Provisions. Import Borrow

shall be clean fill acceptable to the Engineer imported from an acceptable location and delivered to the project site.

This work shall include grading and compaction necessary to construct the proposed street section and shall include finish grading to match the back of sidewalk to surrounding grade using slopes 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.

The source of new fill for the roadway widening is not defined but is expected to be from local borrowing sources with a minimum R-value of 25.

#### MEASUREMENT AND PAYMENT

Payment shall be based per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with obtaining, transporting, depositing on-site, spreading, placing, and compacting, as specified in these Special Provisions and as directed by the Engineer.

#### **ITEM NO. 32 - CLASS 2 AGGREGATE BASE**

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

This item shall include placing Class 2 Aggregate Base in the pavement section, shoulder area, and under the proposed dike.

#### MEASUREMENT AND PAYMENT

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. 33 - HOT MIX ASPHALT (TYPE A)**

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

Hot Mix Asphalt (HMA) Concrete pavement shall be placed, where shown on plans, and as directed by Engineer.

#### MEASUREMENT & PAYMENT

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. 34 - PLACE HOT MIX ASPHALT DIKE**

This work includes producing and placing Hot Mix Asphalt (HMA) Dike. HMA dike shall comply with Sections 10 and 22 of the City Standard Specifications, and Section 39, "Hot Mix Asphalt," of the State Standard Specifications.

MEASUREMENT AND PAYMENT

The contract price paid per linear foot Place HMA Dike includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing hot mix asphalt dike, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

No additional payment will be made for tonnage of asphalt concrete used in placement of dike.

Full compensation for tack coat for HMA Concrete Dike is considered as included in the contract price paid per linear foot for the hot mix asphalt used in dike and no separate payment will be made therefor.

**ITEM NO. 35 - PLACE HOT MIX ASPHALT OVERSIDE DRAINS**

This work includes producing and placing Hot Mix Asphalt (HMA) Overside Drains. HMA overside drains shall comply with Sections 10 and 22 of the City Standard Specifications, and Section 39, "Hot Mix Asphalt," of the State Standard Specifications.

MEASUREMENT AND PAYMENT

The contract price paid per square yard Place HMA Overside Drains includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing HMA Overside Drains, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

No additional payment will be made for tonnage of asphalt concrete used in placement of overside drains.

Full compensation for tack coat for miscellaneous areas is considered as included in the contract price paid per square yard for the hot mix asphalt used in overside drain and no separate payment will be made therefor.

**ITEM NO. 36 - PLACE SIGN (NEW ROADSIDE SIGN)**

This item shall consist of manufacturing, furnishing and installing traffic signs on new posts 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 City Standard Specifications and these Special Provisions. New posts will be paid 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".

- Sign Posts - A 5/16-inch diameter cap screw with a plated rubber backwasher against the face of the sign and elastic stop nuts shall be placed through the sign and post at both top and bottom of each sign. A "V" notched piped saddle, to support the sign, shall be placed between the sign and the post.
- Signal and Street Light Poles - Place a 3/4-inch stainless steel banded strap and appropriate hardware at both top and bottom of each sign.
- 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 pre-coated adhesive protected by an easily removable liner.
- 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.

#### MEASUREMENT AND PAYMENT

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. 37 - INSTALL POST FOR SIGN**

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 City 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.

**MEASUREMENT AND PAYMENT**

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. 38 - ROCK SLOPE PROTECTION (1/4 TON, METHOD B)**

Rock Slope Protection shall be constructed in conformance with Section 72, "Slope Protection" and Section 72-2, "Rock Slope Protection," of the State Standard Specifications and these Special Provisions.

¼ Ton RSP shall be used at bridge abutments as shown on plans and as directed by Engineer.

**MEASUREMENT AND PAYMENT**

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 installing ¼ Ton Rock Slope Protection as shown on Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 39 - ROCK SLOPE PROTECTION (LIGHT CLASS, METHOD B)**

Rock Slope Protection shall be constructed in conformance with Section 72, "Slope Protection" and Section 72-2, "Rock Slope Protection," of the State Standard Specifications and these Special Provisions.

Light Class RSP shall be used at outlets of AC overside drains as shown on plans and as directed by Engineer.

**MEASUREMENT AND PAYMENT**

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 installing Light Class Rock Slope Protection as shown on Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 40 - MIDWEST GUARDRAIL SYSTEM**

Midwest Guardrail System {formerly named Metal Beam Guard Rail} shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the State Standard Specifications and these Special Provisions.

Cement white-colored retroreflective barrier markers (L-flap type or T-flap type) are to be installed on the top of the Midwest Guardrail System posts in conjunction with the raised

pavement markers associated with Striping – Detail 22. The barrier markers are to match location and spacing of the raised pavement markers used in the roadway.

#### MEASUREMENT AND PAYMENT

Metal beam guard railing elements and required backup plates, terminal sections, end caps, and return caps shall conform to the requirements of Type 2 W-Beam as shown in AASHTO Designation: M 180.

The contract price paid per linear foot for Midwest Guardrail System includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing metal beam guard rail, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payment for white-colored retroreflective barrier markers is included with payment for Midwest Guardrail System.

#### **ITEM NO. 41 - IN-LINE TERMINAL SYSTEM**

Midwest Guardrail System In-Line Terminal System shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the State Standard Specifications and these Special Provisions.

Cement white-colored retroreflective barrier markers (L-flap type or T-flap type) are to be installed on the top of the Midwest Guardrail System posts in conjunction with the raised pavement markers associated with Striping – Detail 22. The barrier markers are to match location and spacing of the raised pavement markers used in the roadway.

#### MEASUREMENT AND PAYMENT

Metal beam guard railing elements and required backup plates, terminal sections, end caps, and return caps shall conform to the requirements of Type 2 W-Beam as shown in AASHTO Designation: M 180.

The contract price paid per linear foot for Midwest Guardrail System In-Line Terminal System includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing In-Line Terminal System, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payment for white-colored retroreflective barrier markers is included with payment for Midwest Guardrail System In-Line Terminal System.

#### **ITEM NO. 42 - MIDWEST GUARDRAIL SYSTEM LAYOUT 12A STRUCTURE APPROACH**

Midwest Guardrail System Layout 12A Structure Approach shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the State Standard Specifications and these Special Provisions.

Cement white-colored retroreflective barrier markers (L-flap type or T-flap type) are to be installed on the top of the Midwest Guardrail System posts in conjunction with the raised pavement markers associated with Striping – Detail 22. The barrier markers are to match location and spacing of the raised pavement markers used in the roadway.

MEASUREMENT AND PAYMENT

Metal beam guard railing elements and required backup plates, terminal sections, end caps, and return caps shall conform to the requirements of Type 2 W-Beam as shown in AASHTO Designation: M 180.

The contract price paid per linear foot for Midwest Guardrail System Layout 12A Structure Approach includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing Midwest Guardrail System Layout 12A Structure Approach, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payment for white-colored retroreflective barrier markers is included with payment for Midwest Guardrail System Structure Approach.

**ITEM NO. 43 - PLACE TRAFFIC STRIPING – DETAIL 22**

Thermoplastic traffic stripes, yellow, shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the State Standard Specifications and these Special Provisions.

MEASUREMENT AND PAYMENT

Payment shall be at the unit price bid per lineal foot of State Standard Striping Detail 22 placed and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing State Standard Detail 22 (including pavement markers) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 44 - PLACE TRAFFIC STRIPING – DETAIL 27B**

See Item 43.

MEASUREMENT AND PAYMENT

Payment shall be at the unit price bid per lineal foot of State Standard Striping Detail 27B placed and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing State Standard Striping Detail 27B as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 45 - STRUCTURE EXCAVATION, BRIDGE**

**ITEM NO. 46 - STRUCTURE BACKFILL, BRIDGE**

Structural Excavation, Bridge and Structural Backfill, Bridge shall conform to Section 19-3 "Structure Excavation and Backfill" of the State Standard Specifications.

Limits of excavation and backfill shall be according to Caltrans Standard Plan A62A, A62B, and A62C.

Structure backfill includes constructing the geocomposite drain. Geocomposite drain must comply with section 68-7. Filter fabric for structure approach drainage must be Class A.

Structure backfill (bridge) and low expansion material at the bridge abutments and wingwalls must be provided and placed to the limits shown. The relative compaction must not be less than 95 percent. Structure backfill (bridge) and low expansion material at the bridge abutments and wingwalls must comply with the following requirements:

- Low expansion material must have an Expansion Index (EI) of less than 50.
- Low expansion material must have a Sand Equivalent (SE) of greater than 20.
- The Expansion Index must be determined in accordance with ASTM D4829
- The Sand Equivalent must be determined in accordance with California Test Method 217.
- Low expansion material must be uniformly graded, with a maximum aggregate size no greater than 1".
- The material must be free of concrete, asphalt, or other deleterious substances.

Where shown, remove material below the bottom of bridge footings. Replace with Class 2 aggregate base and place and compact as specified for structure backfill in section 19-3.03E. Where shown, remove material below the bottom of retaining wall footings. Replace with Class 2 aggregate base and place and compact as specified for structure backfill in section 19-3.03E. Relative compaction must be at least 95 percent.

Construct low expansion material as part of the embankment construction under section 19-6.03 before excavating for footings and driving piles.

#### MEASUREMENT AND PAYMENT

Payment shall be at the unit price bid per cubic yard and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with Structure Excavation and Structural Backfill for bridge as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

The Department does not pay for:

- Removal of material coming into an excavation from outside the described limits
- Removal of material resulting from heave caused by the driving of piles in an excavation
- Volume of backfill occupied by the new structure
- Furnishing and placing backfill material in an excavation that is below or outside the described limits

Unless otherwise shown, quantities for structure excavation and backfill for structures other than culverts are computed as follows:

- Horizontal limits are vertical planes 1 foot outside neat lines of footings or structures without footings.
- Upper limit for structure excavation is the ground surface before starting construction activities. Where structure excavation is performed within roadway excavation or ditch excavation area, the upper limit is the plane of the bottom and side slopes of the excavated area. In new embankments, the upper limit is the plane of the new

embankment at the specified elevation. In no case is the upper limit above the plane of the new embankment.

- The upper limit for structure backfill is the finished grading plane or the finished slope lines. If the Engineer authorizes a higher limit, the limit for payment is the authorized higher limit.
- The lower limit is a plane at the bottom of the completed footings or structures or the lower outside surface of rods or deadmen.

If the Engineer authorizes an increase in depth or width of structure excavation for structures except culverts, excavation to a depth of 2 feet below and for a width up to 3 times the outside width of the footing is paid for at the bid price for structure excavation. Excavation to greater depths or widths is paid for at the contract price for structure excavation unless before removal activities, (1) the Engineer authorizes this excavation to be paid for as change order work or (2) you request this excavation be paid as change order work.

Payment for structure backfill is similarly increased and paid for at the bid price for structure backfill. Where a seal course is shown, structure excavation for footings is measured as structure excavation (Type A). If the depth of the structure excavation is reduced due to a reduction or elimination of the seal course, no decrease in the quantity of structure excavation (Type A) is made.

The volume of pervious backfill material within the limits of structure backfill is deducted from the quantities of structure backfill. Structure excavation or structure backfill for bridges not designated by type is paid as structure excavation (bridge) and structure backfill (bridge).

The actual depth of structure excavation for culverts is the vertical distance between the ground line before excavating and the bottom of the culvert trench. If the structure excavation depth is more than 0.5 foot from the depth shown and an adjustment is requested or ordered, the Department makes a payment adjustment under section 4-1.05B. Increased depth due to unsuitable material, rock, and other unyielding material below the planned grade is not considered in determining the depth of structure excavation for culverts.

Where compaction is not required, payment for structure backfill is included in payment for the type of structure excavation involved.

#### **ITEM NO. 47 - 24" CAST-IN-DRILLED-HOLE CONCRETE PILING**

#### **ITEM NO. 48 - 30" CAST-IN-DRILLED-HOLE CONCRETE PILING**

Cast-in-Drilled-Hole (CIDH) Piling shall conform to the provisions in Section 49, "Piling" and Section 49-3, "Cast-in-Drilled-Hole Piling" of the State Standard Specifications and these Special Provisions.

Unless otherwise specified, welding of any work performed in conformance with the provisions in Section 49, "Piling," of the State Standard Specifications, shall be in conformance with the requirements in AWS D1.1.

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

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

The purpose of this meeting is to:

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

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

- Pile placement plan, dry and wet
- Acceptance testing, including gamma-gamma logging, cross-hole sonic logging, and coring
- *Pile Design Data Form*
- Mitigation process
- Timeline and critical path activities
- Structural, geotechnical, and corrosion design requirements
- Future meetings, if necessary, for pile mitigation and pile mitigation plan review
- Safety requirements, including Cal/OSHA and Tunnel Safety Orders

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

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from the Offices of Structure Design, P.O. Box 168041, MS# 9-4/11G, Sacramento, CA 95816-8041.

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

**SLURRYPRO CDP**

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

<sup>a</sup>If authorized, you may use slurry in salt water. The allowable density of slurry in salt water may be increased by 2 pcf.

Slurry temperature must be at least 40 degrees F when tested.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

**SUPER MUD**

Property	Test	Value
Density During drilling	Mud Weight (Density), API 13B-1, section 1	≤ 64.0 pcf <sup>a</sup>
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf <sup>a</sup>
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	32–60 sec/qt
Before final cleaning and immediately before placing concrete		≤ 60 sec/qt
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

<sup>a</sup>If authorized, you may use slurry in salt water. The allowable density of slurry in salt water may be increased by 2 pcf.

Slurry temperature must be at least 40 degrees F when tested.

Shore Pac GCV synthetic slurry must comply with the requirements shown in the following table:

**SHORE PAC GCV**

Property	Test	Value
Density During drilling	Mud Weight (Density), API 13B-1, section 1	≤ 64.0 pcf <sup>a</sup>
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf <sup>a</sup>
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	33–74 sec/qt
Before final cleaning and immediately before placing concrete		≤ 57 sec/qt
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

<sup>a</sup>If authorized, you may use slurry in salt water. The allowable density of slurry in salt water may be increased by 2 pcf.

Slurry temperature must be at least 40 degrees F when tested.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

**TERRAGEL OR NOVAGEL POLYMER**

Property	Test	Value
Density During drilling	Mud Weight (Density), API 13B-1, section 1	≤ 67.0 pcf <sup>a</sup>
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf <sup>a</sup>
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	45–104 sec/qt
Before final cleaning and immediately before placing concrete		≤ 104 sec/qt
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

<sup>a</sup>If authorized, you may use slurry in salt water. The allowable density of slurry in salt water may be increased by 2 pcf.

Slurry temperature must be at least 40 degrees F when tested.

**MEASUREMENT AND PAYMENT**

Full compensation for slurry, depositing concrete under slurry, test batches, inspection pipes, filling inspection holes and pipes with grout, drilling oversized cast-in-drilled-hole concrete piling, filling cave-ins and oversized piles with concrete, and redrilling through concrete shall be considered as included in the contract price paid for per linear foot for cast-in-drilled-hole concrete piling, and no additional compensation will be allowed therefor.

Payment for concrete washout facilities in compliance with the project SWPPP is considered incidental and is included with payment for concrete items.

**ITEM NO. 49 - STRUCTURAL CONCRETE, BRIDGE FOOTING**

**ITEM NO. 50 - STRUCTURAL CONCRETE, BRIDGE**

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the State Standard Specifications and these Special Provisions.

MEASUREMENT AND PAYMENT

Structural concrete for bridge and bridge footing will be measured by the cubic yard.

The contract price paid per cubic yard for structural concrete for bridge includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the cast-in-place concrete portion of the bridge, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

Bar reinforcement in concrete will be paid for as bar reinforcing steel, bridge.

Payment for concrete washout facilities in compliance with the project SWPPP is considered incidental and is included with payment for concrete items.

**ITEM NO. 51 - STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)**

Portland cement concrete structures Approach Slab (Type N) shall conform to the provisions in Section 51, "Concrete Structures," of the State Standard Specifications and these Special Provisions.

MEASUREMENT AND PAYMENT

Structural concrete, Approach Slab (Type N) will be measured by the cubic yard.

The contract price paid per cubic yard for structural concrete, Approach Slab (Type N) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Approach Slab (Type N), complete in place, including forms, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

Bar reinforcement in concrete will be paid for as bar reinforcing steel, bridge.

Filter fabric for structure approach drainage must be Class A.

Payment for concrete washout facilities in compliance with the project SWPPP is considered incidental and is included with payment for concrete items.

**ITEM NO. 52 - FURNISH PRECAST PRESTRESSED CONCRETE SLAB (TYPE SIV)**

Prestressing concrete for Furnish Precast Prestressed Concrete Slab (Type SIV) shall conform to the provisions in Section 50, "Prestressing Concrete," of the State Standard Specifications and these Special Provisions.

#### MEASUREMENT AND PAYMENT

The contract price paid per square foot, Furnish Precast Prestressed Concrete Slab (Type SIV) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved to Furnish Precast Prestressed Concrete Slab (Type SIV), complete in place, including forms, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### **ITEM NO. 53 - ERECT PRECAST PRESTRESSED CONCRETE DECK UNIT**

Erect Precast Prestressed Concrete Deck Unit as shown on the plans must conform to Section 51, "Concrete Structures" of the State Standard Specifications.

#### MEASUREMENT AND PAYMENT

The contract price paid per each Precast Prestressed Concrete Deck Unit includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved to Erect Precast Prestressed Concrete Deck Unit, complete in place, including forms, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### **ITEM NO. 54 - JOINT SEAL (MR = 2")**

Joint Seal (MR 2") as shown on the plans must conform to Section 51 "Concrete Structures" of the State Standard Specifications.

#### MEASUREMENT AND PAYMENT

The contract price paid per linear foot of Joint Seal (MR = 2") includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved to install Joint Seal (MR = 2"), complete in place, including forms, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### **ITEM NO. 55 - BAR REINFORCING STEEL, BRIDGE**

Bar Reinforcing Steel, Bridge as shown on the plans must conform to Section 52, "Reinforcement" of the State Standard Specifications.

#### MEASUREMENT AND PAYMENT

Bar reinforcing steel (Bridge) will be measured by the pound.

The contract price paid per pound for bar reinforcing steel (Bridge) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing the Bar Reinforcing in the Bridge, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

The payment quantity includes galvanized bar reinforcing.

The bar reinforcing steel extending from the existing drilled shafts on the East side must be cleaned prior to forming and placing concrete. Payment for cleaning is included in the payment for Bar Reinforcing Steel.

**ITEM NO. 56 - CONCRETE BARRIER (TYPE 26 MODIFIED)**

Concrete Barriers (Type 26 Modified) shall conform to the provisions in Section 83-2, "Barriers," of the State Standard Specifications and these Special Provisions.

Cement white-colored retroreflective barrier markers (L-flap type of T-flap type) are to be installed just below the top chamfer of Concrete Barrier (Type 26 Modified) in conjunction with the raised pavement markers associated with Striping – Detail 22. The barrier markers are to match location and spacing of the raised pavement markers used in the roadway.

MEASUREMENT AND PAYMENT

The contract price paid per linear feet for Concrete Barriers (Type 26 Modified) includes full compensation for furnishing all labor, materials, rebar, tools, equipment, and incidentals, and for doing all the work involved in Concrete Barriers (Type 26 Modified), complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payment for concrete washout facilities in compliance with the project SWPPP is considered incidental and is included with payment for concrete items.

Payment for white-colored retroreflective barrier markers is included with payment for Concrete Barriers (Type 26 Modified).

**ITEM NO. 57 - CONCRETE BARRIER (TYPE 732), BRIDGE**

**ITEM NO. 58 - CONCRETE BARRIER (TYPE 732/A), RETAINING WALL**

Concrete Barriers (Type 732/A) shall conform to the provisions in Section 83-2, "Barriers," of the State Standard Specifications and these Special Provisions.

Cement white-colored retroreflective barrier markers (L-flap type of T-flap type) are to be installed just below the top chamfer of Concrete Barrier (Type 732/A) in conjunction with the raised pavement markers associated with Striping – Detail 22. The barrier markers are to match location and spacing of the raised pavement markers used in the roadway.

MEASUREMENT AND PAYMENT

The contract price paid per linear feet for Concrete Barriers (Type 732/A) includes full compensation for furnishing all labor, materials, rebar, tools, equipment, and incidentals, and for doing all the work involved in Concrete Barriers (Type 732/A), complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payment for concrete washout facilities in compliance with the project SWPPP is considered incidental and is included with payment for concrete items.

Payment for white-colored retroreflective barrier markers is included with payment for Concrete Barriers (Type 732/A).

**ITEM NO. 59 - TUBULAR HAND RAILING (RIGHT SIDE)**

Tubular Hand Railing (Right Side) as shown on the plans must conform to Section 83 "Railings and Barriers" of the State Standard Specifications.

Tubular Hand Railing (Right Side) includes anchor plates.

**MEASUREMENT AND PAYMENT**

The contract price paid per linear feet for Tubular Hand Railing (Right Side) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in finishing and installing the Tubular Hand Railing (Right Side), complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

**ITEM NO. 60 - TUBULAR BICYCLE RAILING (LEFT SIDE)**

Tubular Bicycle Railing (Left Side) as shown on the plans must conform to Section 83 "Railings and Barriers" of the State Standard Specifications.

Tubular Bicycle Railing (Left Side) includes anchor plates.

**MEASUREMENT AND PAYMENT**

The contract price paid per linear feet for Tubular Bicycle Railing (Left Side) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in finishing and installing the Tubular Bicycle Railing (Left Side), complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

**ITEM NO. 61 - STRUCTURE EXCAVATION, RETAINING WALL**

**ITEM NO. 62 - STRUCTURE BACKFILL, RETAINING WALL**

Structural Excavation and Structural Backfill (retaining wall) shall conform to Section 19-3 "Structure Excavation and Backfill" of the State Standard Specifications.

Limits of excavation and backfill shall be according to Caltrans Standard Plan A62A, A62B, and A62C.

**Add to section 19-3.02B:**

Structure backfill (retaining wall) and low expansion material at the bridge abutments and wingwalls must be provided and placed to the limits shown. The relative compaction must not be less than 95 percent. Structure backfill (retaining wall) and low expansion material at the bridge abutments and wingwalls must comply with the following requirements:

- Low expansion material must have an Expansion Index (EI) of less than 50.
- Low expansion material must have a Sand Equivalent (SE) of greater than 20.
- The Expansion Index must be determined in accordance with ASTM D4829
- The Sand Equivalent must be determined in accordance with California Test Method 217.
- Low expansion material must be uniformly graded, with a maximum aggregate size no greater than 1".
- The material must be free of concrete, asphalt, or other deleterious substances.

Construct low expansion material as part of the embankment construction under section 19-6.03 before excavating for footings.

Structure backfill (retaining wall) is paid for as structure backfill (retaining wall) to the limits shown. Low expansion material at the bridge abutments is paid for as import borrow to the limits shown.

Filter fabric for wall drainage must be Class A.

#### MEASUREMENT AND PAYMENT

Payment shall be at the unit price bid per cubic yard and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with structure excavation and structural backfill for the retaining wall as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

The Department does not pay for:

- Removal of material coming into an excavation from outside the described limits
- Removal of material resulting from heave caused by the driving of piles in an excavation
- Volume of backfill occupied by the new structure
- Furnishing and placing backfill material in an excavation that is below or outside the described limits

Unless otherwise shown, quantities for structure excavation and backfill for structures other than culverts are computed as follows:

- Horizontal limits are vertical planes 1 foot outside neat lines of footings or structures without footings.
- Upper limit for structure excavation is the ground surface before starting construction activities. Where structure excavation is performed within roadway excavation or ditch excavation area, the upper limit is the plane of the bottom and side slopes of the excavated area. In new embankments, the upper limit is the plane of the new embankment at the specified elevation. In no case is the upper limit above the plane of the new embankment.
- The upper limit for structure backfill is the finished grading plane or the finished slope lines. If the Engineer authorizes a higher limit, the limit for payment is the authorized higher limit.
- The lower limit is a plane at the bottom of the completed footings or structures or the lower outside surface of rods or deadmen.

If the Engineer authorizes an increase in depth or width of structure excavation for structures except culverts, excavation to a depth of 2 feet below and for a width up to 3 times the outside width of the footing is paid for at the bid price for structure excavation. Excavation to greater depths or widths is paid for at the contract price for structure excavation unless before removal activities, (1) the Engineer authorizes this excavation to be paid for as change order work or (2) you request this excavation be paid as change order work.

Payment for structure backfill is similarly increased and paid for at the bid price for structure backfill. Where a seal course is shown, structure excavation for footings is measured as structure excavation (Type A). If the depth of the structure excavation is reduced due to a reduction or

elimination of the seal course, no decrease in the quantity of structure excavation (Type A) is made.

The volume of pervious backfill material within the limits of structure backfill is deducted from the quantities of structure backfill. Structure excavation or structure backfill for bridges not designated by type is paid as structure excavation (bridge) and structure backfill (bridge).

The actual depth of structure excavation for culverts is the vertical distance between the ground line before excavating and the bottom of the culvert trench. If the structure excavation depth is more than 0.5 foot from the depth shown and an adjustment is requested or ordered, the Department makes a payment adjustment under section 4-1.05B. Increased depth due to unsuitable material, rock, other unyielding material below the planned grade is not considered in determining the depth of structure excavation for culverts.

Where compaction is not required, payment for structure backfill is included in payment for the type of structure excavation involved.

#### **ITEM NO. 63 - STRUCTURAL CONCRETE, RETAINING WALL**

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the State Standard Specifications and these Special Provisions.

##### MEASUREMENT AND PAYMENT

Structural concrete (retaining wall) will be measured by the cubic yard.

The contract price paid per cubic yard for structural concrete (retaining wall) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the cast-in-place concrete portion of the tieback wall, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

Bar reinforcement in concrete will be paid for as bar reinforcing steel, Retaining Wall.

Payment for concrete washout facilities in compliance with the project SWPPP is considered incidental and is included with payment for concrete items.

#### **ITEM NO. 64 - BAR REINFORCING STEEL, RETAINING WALL**

Bar reinforcing steel (retaining wall) as shown on the plans must conform to Section 52, "Reinforcement" of the State Standard Specifications.

The payment quantity includes galvanized bar reinforcing.

Payment for cleaning bar reinforcing steel is included.

##### MEASUREMENT AND PAYMENT

Bar reinforcing steel (retaining wall) will be measured by the pound.

The contract price paid per pound for bar reinforcing steel (retaining wall) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing

all the work involved in placing the bar reinforcing steel in the retaining wall, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

**ITEM NO. 65 - WALL GUTTER, RETAINING WALL**

Wall Gutter shall conform to the provisions in Section 51, "Concrete Structures," of the State Standard Specifications and these Special Provisions.

MEASUREMENT AND PAYMENT

Wall Gutter will be measured by the cubic yard, as shown on the plans, and as directed by the Engineer.

Payment for concrete washout facilities in compliance with the project SWPPP is considered incidental and is included with payment for concrete items.

**ITEM NO. 66 – RESTORATION AREA POSTS AND SIGNS**

Restoration area posts and signs shall be as shown on the plans and shall be capable of lasting 5 years.

MEASUREMENT AND PAYMENT

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 installing the Restoration Area Posts and Signs, as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 67 – AUTOMATIC IRRIGATION SYSTEM**

This item shall consist of furnishing and installing an Automatic Irrigation System as shown on the Plans in conformance with Section 10, 26, and 36 of the Standard Specifications and these Special Provisions.

- A. Irrigation Point of Connection: Per Plans
- B. Saw Cut and Patch Cart Path shall be as shown on the Plans in conformance with the applicable paragraphs of Section 10 and 26 of the Standard Specifications.
- C. Main Line Pipe or pipe on the supply side of the irrigation control valve shall be Schedule 40 solvent weld PVC pipe and shall conform to Section 10 of the Standard Specifications, except as previously amended.
- D. Automatic Control Valves shall be as shown on the Plans, or approved equal, and shall be constructed as shown on the Plans in conformance with Section 20 of the Standard Specifications. Automatic Control valves shall be installed at the grade indicated in the drawings in rectangular valve box with locking cover.
- E. Quick Coupling Valves shall be as shown on the Plans, or approved equal, and shall be constructed as shown on the Plans in conformance with Section 36 of the Standard

Specifications. Quick Coupling valves shall be installed at the grade indicated in the drawings in round valve box with locking cover.

- F. Air Relief Valves shall be as shown on the Plans, or approved equal. Valves shall be installed at finished grade in round plastic valve box with locking cover.
- G. Valve Boxes shall be as shown on the Plans, or approved equal, and shall be installed in conformance with Section 36 and 38 of the Standard Specifications.
- H. Irrigation Control Wires shall conform to Section 10 and 36 of the Standard Specifications.
- I. Plastic Irrigation Pipe Fittings shall conform to Section 10 of the Standard Specifications with the following addition: All threaded fittings for PVC pipe shall be Schedule 80.
- J. Lateral Line Pipe or pipe on the discharge side of the irrigation control valve shall be Schedule 40 solvent weld PVC pipe and shall conform to Section 10 of the Standard Specifications, except as previously amended.
- K. Bubbler: Per Plans
- L. Contractor to provide City with As-built landscaping plans prior to irrigation system acceptance per Section 36 of Standard Specifications.
- M. Prior to completion of the maintenance period, Contractor shall submit to City (2) 11x17 laminated controller schedule copies for each controller.
- N. The Contractor shall provide a schedule of values for this item of work before or at the pre-construction meeting. Otherwise, no work may commence on this item.

#### MEASUREMENT AND PAYMENT

Payment shall be made 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 Automatic Irrigation System as shown on the Plans, as specified in these Special Provisions and as directed by the Inspector.

#### **ITEM NO. 68 – LARGE TREES WITH STAKING – 15-GALLON**

This item shall consist of preparing, planting, and staking large container stock trees in conformance with Sections 10 and 35 of the Standard Specifications and these Special Provisions.

- A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications.
- B. Weed Control shall conform to Section 35-6 of the Standard Specifications. Pre-emergent herbicide shall be applied after planting and irrigation activities and prior to placement of mulch.

C. Materials:

1. 15-gallon Trees shall be located as shown on the Plans. Proposed tree locations shall be field staked by the Contractor prior to planting, subject to the approval of the Engineer. Trees shall be supplied and planted by Contractor. Contractor shall coordinate the planting schedule with the Engineer. Contractor shall contact Joe Benassini, City of Sacramento Urban Forestry Manager, minimum of 48 hours in advance of delivery to schedule inspection. Joe can be reached by phone at (916) 808-6258.
2. Quantities shown on the Plans are required.
3. Variety and Size shall be as shown on the Plans and shall conform to Sections 10 and 35 of the Standard Specifications.
4. Backfill Mix shall conform to Section 35-7 of the Standard Specifications.
5. Tree Rootballs shall be scored vertically around rootball prior to placement. Any encircling roots shall be severed.
6. Tree Stakes shall be as shown on the plans and in conformance with Section 35-7 of the Standard Specifications.

MEASUREMENT AND PAYMENT

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 installing Large Trees with Staking as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

**ITEM NO. 69 – SMALL TREES AND SHRUBS WITH TREE SHELTER – TREPOT 4**

This item shall consist of preparing, planting, and protecting small container stock trees and shrubs in conformance with Sections 10 and 35 of the Standard Specifications and these Special Provisions.

- A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications.
- B. Weed Control shall conform to Section 35-6 of the Standard Specifications. Pre-emergent herbicide shall be applied after planting and irrigation activities and prior to placement of mulch.

C. Materials:

1. Small Trees and Shrubs shall be located as shown on the Plans in a random pattern at variable distances. On-center spacing shown on the plans is for quantity calculations only. Proposed tree and shrub locations shall be field staked by the Contractor prior to planting, subject to the approval of the Engineer. Trees and shrubs shall be supplied and planted by Contractor. Contractor shall coordinate the planting schedule with the Engineer. Contractor shall contact Joe Benassini, City of Sacramento Urban Forestry Manager, minimum of 48 hours in advance of delivery to schedule inspection. Joe can be reached by phone at (916) 808-6258.
2. Quantities shown on the Plans are required.
3. Variety and Size shall be as shown on the Plans and shall conform to Sections 10 and 35 of the Standard Specifications.
4. Backfill Mix shall consist of 100% native soil.
5. Tree and Shrub Rootballs shall be scored vertically around rootball prior to placement. Any encircling roots shall be severed.
6. Tree Shelters shall be as shown on the Plans, or approved equal.

MEASUREMENT AND PAYMENT

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 installing Small Trees and Shrubs with Tree Shelter as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

**ITEM NO. 70 – SMALL SHRUBS WITH PLANT CAGE – 1-GALLON**

This item shall consist of preparing, planting, and protecting small container stock trees and shrubs in conformance with Sections 10 and 35 of the Standard Specifications and these Special Provisions.

- A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications.
- B. Weed Control shall conform to Section 35-6 of the Standard Specifications. Pre-emergent herbicide shall be applied after planting and irrigation activities and prior to placement of mulch.

C. Materials:

1. Small Shrubs shall be located as shown on the Plans in a random pattern at variable distances. On-center spacing shown on the plans is for quantity calculations only. Proposed tree and shrub locations shall be field staked by the Contractor prior to planting, subject to the approval of the Engineer. Trees and shrubs shall be supplied and planted by Contractor. Contractor shall coordinate the planting schedule with the Engineer. Contractor shall contact Joe Benassini, City of Sacramento Urban Forestry Manager, minimum of 48 hours in advance of delivery to schedule inspection. Joe can be reached by phone at (916) 808-6258.
2. Quantities shown on the Plans are required.
3. Variety and Size shall be as shown on the Plans and shall conform to Sections 10 and 35 of the Standard Specifications.
4. Backfill Mix shall consist of 100% native soil.
5. Tree and Shrub Rootballs shall be scored vertically around rootball prior to placement. Any encircling roots shall be severed.
6. Plant Cages shall be as shown on the Plans, or approved equal.

**MEASUREMENT AND PAYMENT**

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 installing Small Shrubs with Plant Cage as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

**ITEM NO. 71 – HERBACEOUS PLANTS – TREE BAND**

This item shall consist of preparing and planting herbaceous container stock in conformance with Sections 10 and 35 of the Standard Specifications and these Special Provisions.

- A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications.
- B. Weed Control shall conform to Section 35-6 of the Standard Specifications. Pre-emergent herbicide shall be applied after planting and irrigation activities and prior to placement of mulch.

C. Materials:

1. Herbaceous plants shall be located as shown on the Plans in a random pattern at variable distances. On-center spacing shown on the plans is for quantity calculations only. Proposed herbaceous plant cluster locations shall be field staked by the Contractor prior to planting, subject to the approval of the Engineer. Herbaceous plants shall be supplied and planted by Contractor. Contractor shall coordinate the planting schedule with the Engineer. Contractor shall contact Joe Benassini, City of Sacramento Urban Forestry Manager, minimum of 48 hours in advance of delivery to schedule inspection. Joe can be reached by phone at (916) 808-6258.
2. Quantities shown on the Plans are required.
3. Variety and Size shall be as shown on the Plans and shall conform to Sections 10 and 35 of the Standard Specifications.
4. Backfill Mix shall consist of 100% native soil.

MEASUREMENT AND PAYMENT

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

**ITEM NO. 72 – BARK MULCH**

This item shall consist of furnishing and installing a 4” layer of Bark Mulch as shown on the drawings in conformance with the applicable paragraphs of Section 35 of the Standard Specifications and these Special Provisions.

Mulch shall be evenly spread in all planting areas to a four-inch (4”) finished depth at the time of final acceptance by the City. Mulch shall be Large Walk-On bark, fibrous in nature, one-inch (1”) minimum to four-inch (4”) maximum in length. Contractor shall submit a mulch sample to the Engineer for approval at least forty eight (48) hours prior to installation.

MEASUREMENT AND PAYMENT

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

**ITEM NO. 73 – MAINTENANCE PERIOD – 180 DAYS**

This item shall consist of maintaining the landscape planted areas installed in this contract as shown on the plans in conformance with Section 35 of the Standard Specifications.

If on any weekly basis the Engineer determines the landscape maintenance has not been completed as required in Section 35 of the Standard Specifications, the Engineer at his/her sole discretion may elect not to pay the contractor for that month’s maintenance.

MEASUREMENT AND PAYMENT

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

**SECTION NO. 11 - BLANK**

**SECTION NO. 12 - CONTRACT PROVISIONS FOR FEDERAL AID CONSTRUCTION  
CONTRACTS**

Final Report of Utilization of Disadvantaged Businesses (Exhibit 17-F)  
Disadvantaged Business Enterprises (DBE) Certification Status (Exhibit 17-O)

SECTION 12. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section 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 BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture \_\_\_\_\_

\_\_\_\_\_

2. Address of joint venture \_\_\_\_\_

\_\_\_\_\_

3. Phone number of joint venture \_\_\_\_\_

\_\_\_\_\_

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) \_\_\_\_\_

\_\_\_\_\_

a. Describe the role of the MBE firm in the joint venture.

\_\_\_\_\_

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: \_\_\_\_\_

\_\_\_\_\_

5. Nature of the joint venture's business \_\_\_\_\_

\_\_\_\_\_

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? \_\_\_\_\_

\_\_\_\_\_

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question

6.).

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

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

a. Financial decisions \_\_\_\_\_

b. Management decisions, such as:

1. Estimating \_\_\_\_\_

2. Marketing and sales \_\_\_\_\_

3. Hiring and firing of management personnel \_\_\_\_\_

4. Purchasing of major items or supplies \_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_

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

**Affidavit**

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

.....	.....
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.

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## **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.



**Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors**

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:

<b>DBE Program Status</b>	<b>Column to be used</b>
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
RESIDENT ENGINEER		BUSINESS PHONE NUMBER	DATE

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

**Distribution** Original copy - DLAE  
Copy -1) Business Enterprise Program 2) Prime Contractor 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.**

<u>Included Please (√)</u>	<u>Pages</u>
<input type="checkbox"/> Bid Proposal Form	1 – 4
<input type="checkbox"/> Bid Proposal Guarantee	1 only
<input type="checkbox"/> Drug Free Work Place Certification	1 only
<input type="checkbox"/> List of Subcontractors	1 only
<input type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
<input type="checkbox"/> Minimum Qualifications Questionnaire	1 – 6
<input type="checkbox"/> Equal Employment Opportunity Certification	1 only
<input type="checkbox"/> Public Contract Code Section 10285.1 Statement and Public Contract Code Section 10162 Questionnaire	1 only
<input type="checkbox"/> Public Contract Code Section 10232 Statement	1 only
<input type="checkbox"/> Non Collusion Affidavit	1 only
<input type="checkbox"/> Debarment and Suspension Certification	1 only
<input type="checkbox"/> Non-lobbying Certification for Federal-Aid Contracts	1 only
<input type="checkbox"/> Disclosure of Lobbying Activities Form and Instructions	1 - 2
<input type="checkbox"/> Local Agency Bidder – DBE Commitment (Exhibit 15-G)*	1 - 2
<input type="checkbox"/> DBE Information – Good Faith Efforts (Exhibit 15-H)*	1 only
<input type="checkbox"/> DUNS FORM	1 only
<input type="checkbox"/> Cost Breakdown for Lump Sum Electrical Items*	1 only
<input type="checkbox"/> Bidders List (Exhibit 12-G, Part I & II)*	2 pages

**\* 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](mailto:jledesma@cityofsacramento.org), 916-808-8195.**

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:

**ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT  
 (T15068500)**

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:

Bid Item No.	Partial or Final Pay Item (P/F)	Item Description	Estimated Quantity	Unit	Unit Price	Amount
<b>SITE PREPARATION</b>						
1		MOBILIZATION (10%)	1	LS	\$393600.00	\$393600.00
2		PRECONSTRUCTION PHOTOGRAPHS	1	LS	\$500.00	\$500.00
3		TEMPORARY FENCE (TYPE ESA)	3,740	LF	\$3.00	\$11220.00
<b>TRAFFIC CONTROL AND DETOURS</b>						
4		TEMPORARY TRAFFIC DETOUR	1	LS	\$25000.00	\$25000.00
5		TYPE III BARRICADE	27	EA	\$130.00	\$3510.00
6		PORTABLE CHANGEABLE MESSAGE SIGN	6	EA	\$8000.00	\$48000.00
7		EXISTING SIGNAL MODIFICATIONS DURING DETOUR	1	LS	\$5000.00	\$5000.00
<b>EROSION CONTROL</b>						
8		POLLUTION CONTROLS	1	LS	\$15000.00	\$15000.00
9		PREPARE SWPPP PLAN	1	LS	\$2000.00	\$2000.00
10		RAIN EVENT ACTION PLAN (REAP)	10	EA	\$500.00	\$5000.00
11		STORM WATER SAMPLING AND ANALYSIS DAY	10	EA	\$530.00	\$5300.00
12		STORM WATER ANNUAL REPORT	1	EA	\$2000.00	\$2000.00
13		TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	66,200	SQFT	\$0.10	\$6620.00
14		EROSION CONTROL (HYDROSEED)	107,000	SQFT	\$0.08	\$8560.00
15		TEMPORARY EARTHEN DAM AND DIVERSION SYSTEM	1	LS	\$100000.00	\$100000.00
16		TEMPORARY FIBER ROLL	3,760	LF	\$3.00	\$11280.00
17		TEMPORARY CHECK DAM (GRAVEL BAGS)	120	LF	\$8.00	\$960.00
18		TEMPORARY SILT FENCE	900	LF	\$3.00	\$2700.00
19		TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$3500.00	\$7000.00

20		STREET SWEEPING	1	LS	\$ 10000.00	\$ 10000.00
<b>DEMOLITION</b>						
21		REMOVE EXISTING METAL/WOOD BEAM GUARD RAILING	200	LF	\$ 10.00	\$ 2000.00
22		REMOVE EXISTING STRIPING AND PAVEMENT MARKERS	3,080	LF	\$ 1.50	\$ 4620.00
23		REMOVE EXISTING AC PAVEMENT	305	CY	\$ 23.00	\$ 7015.00
24		REMOVE EXISTING ASPHALT CONCRETE DIKE	1,840	LF	\$ 1.00	\$ 1840.00
25		REMOVE EXISTING AC OVERSIDE DRAIN INLET APRON	7	EA	\$ 165.00	\$ 1155.00
26		REMOVE DRAINAGE FACILITIES	100	LF	\$ 35.00	\$ 3500.00
27		BRIDGE REMOVAL	1	LS	\$ 75000.00	\$ 75000.00
<b>SITE/CIVIL</b>						
28		PLANED PAVEMENT CONFORMS	120	SQYD	\$ 50.00	\$ 6000.00
29		CLEARING AND GRUBBING	1	LS	\$ 25000.00	\$ 25000.00
30		ROADWAY EXCAVATION AND GRADING	670	CY	\$ 47.00	\$ 31490.00
31		IMPORTED BORROW	3,630	CY	\$ 22.00	\$ 79860.00
32		CLASS 2 AGGREGATE BASE	2,695	TON	\$ 24.00	\$ 64680.00
33		HOT MIX ASPHALT (TYPE A)	1,224	TON	\$ 77.00	\$ 94248.00
34		PLACE HOT MIX ASPHALT DIKE	1,240	LF	\$ 7.00	\$ 8680.00
35		PLACE HOT MIX ASPHALT OVERSIDE DRAIN	11	SQYD	\$ 364.00	\$ 4004.00
36		PLACE SIGN (NEW ROADSIDE SIGN)	4	EA	\$ 50.00	\$ 200.00
37		INSTALL NEW POST FOR SIGN	4	EA	\$ 150.00	\$ 600.00
38		ROCK SLOPE PROTECTION (1/4 TON, METHOD B)	235	CY	\$ 175.00	\$ 4125.00
39		ROCK SLOPE PROTECTION (LIGHT CLASS, METHOD B)	20	CY	\$ 283.00	\$ 5660.00
40	P	MIDWEST GUARDRAIL SYSTEM (WOOD POST)	917	LF	\$ 32.00	\$ 29344.00
41	P	IN-LINE TERMINAL SYSTEM	3	EA	\$ 3500.00	\$ 10500.00
42	P	MIDWEST GUARDRAIL SYSTEM LAYOUT 12A STRUCTURE APPROACH	3	EA	\$ 3500.00	\$ 10500.00
43		PLACE TRAFFIC STRIPE - DETAIL 22	1,170	LF	\$ 2.00	\$ 2340.00
44		PLACE TRAFFIC STRIPE - DETAIL 27B	2,330	LF	\$ 1.00	\$ 2330.00
<b>BRIDGE</b>						
45	F	STRUCTURE EXCAVATION, BRIDGE	830	CY	\$ 50.00	\$ 41500.00
46	F	STRUCTURE BACKFILL, BRIDGE	430	CY	\$ 90.00	\$ 38700.00
47		24" CAST-IN-DRILLED-HOLE CONCRETE PILING	1,552	LF	\$ 95.00	\$ 147440.00
48		30" CAST-IN-DRILLED-HOLE CONCRETE PILING	1,257	LF	\$ 120.00	\$ 150840.00
49	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	150	CY	\$ 500.00	\$ 75000.00
50	F	STRUCTURAL CONCRETE, BRIDGE	690	CY	\$ 790.00	\$ 545100.00
51	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	110	CY	\$ 800.00	\$ 88000.00
52	P	FURNISH PRECAST PRESTRESSED CONCRETE SLAB (TYPE SIV)	12,000	SF	\$ 35.00	\$ 420000.00
53	F	ERECT PRECAST PRESTRESSED	48	EA	\$ 1200.00	\$ 57600.00

CONCRETE DECK UNIT						
54	P	JOINT SEAL (MR 2")	111	LF	\$125.00	\$ 13875.00
55	P-F	BAR REINFORCING STEEL, BRIDGE	224,000	LB	\$1.25	\$ 280000.00
56		CONCRETE BARRIER (TYPE 26 MODIFIED)	310	LF	\$120.00	\$ 37200.00
57		CONCRETE BARRIER (TYPE 732), BRIDGE	310	LF	\$85.00	\$ 26350.00
58	F	TUBULAR HANDRAILING (RIGHT SIDE)	310	LF	\$50.00 Rd +25.00	\$ 13500.00 <del>26500.00</del> Rd
59	F	TUBULAR BICYCLE RAILING (LEFT SIDE)	310	LF	\$100.00	\$ 31000.00
RETAINING WALL						
60	F	STRUCTURE EXCAVATION, RETAINING WALL	986	CY	\$25.00	\$ 24650.00
61	F	STRUCTURE BACKFILL, RETAINING WALL	1,420	CY	\$70.00	\$ 99400.00
62	F	STRUCTURAL CONCRETE, RETAINING WALL	386	CY	\$575.00	\$ 221950.00
63	P-F	BAR REINFORCING STEEL, RETAINING WALL	47,700	LB	\$1.25	\$ 59625.00
64	F	WALL GUTTER (B3-6), RETAINING WALL	1.60	CY	\$3200.00	\$ 5120.00
65	F	CONCRETE BARRIER (TYPE 732A), RETAINING WALL	372	LF	\$85.00	\$ 31620.00
PLANTING AND IRRIGATION						
66		RESTORATION AREA POSTS AND SIGNS	3	EA	\$150.00	\$ 450.00
67		AUTOMATIC IRRIGATION SYSTEM	1	LS	\$55000.00	\$ 55000.00
68		LARGE TREES WITH STAKING - 15 GALLON	44	EA	\$150.00	\$ 6600.00
69		SMALL TREES AND SHRUBS WITH TREE SHELTER - TREEPOT 4	2,088	EA	\$24.00	\$ 50112.00
70		SMALL SHRUBS WITH PLANT CAGE - 1 GALLON	434	EA	\$22.00	\$ 9548.00
71		HERBACEOUS PLANTS - TREE BANDS	804	EA	\$13.00	\$ 10452.00
72		BARK MULCH	1,050	CY	\$56.00	\$ 58800.00
73		MAINTENANCE PERIOD - 180 DAYS	1	LS	\$7000.00	\$ 7000.00
Miscellaneous						
74		Removal of Trash/Litter	1	LS	\$ 3,500.00	\$ 3,500.00
75		Providing Railroad Required Flagmen	1	LS	\$ 24,000.00	\$ 24,000.00
76		De-Energizing Existing Overhead Utilities	1	LS	\$ 50,400.00	\$ 50,400.00
77		Restoring Channel to Existing Conditions	1	LS	\$ 75,000.00	\$ 75,000.00

(F) - denotes final pay quantity  
 (P) - denotes partial pay quantity

Contractor Name:

TOTAL

\$ 3,936,273.00

*Viking Construction Company, Inc.*

It is understood that this Bid Proposal is based upon completion of the Work within a period of **ONE HUNDRED AND FORTY (140) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

**Provide a Schedule of Values (cost break-down) for lump sum bid items 4 (Temporary Traffic Detour), 7 (Existing Signal Modifications During Detour), 8 (Pollution Control), and 67 (Automated Irrigation System). The Schedule of Values (cost breakdown) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item break-down is submitted within the specified time, the bid will be deemed as non-responsive. The cost breakdown shall be submitted to the Contract Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814.**

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

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

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

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

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

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

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

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

Add. #	<u>1</u>	DATE	<u>1/15/15</u>
Add. #	<u>2</u>	DATE	<u>2/3/15</u>
Add. #	<u>3</u>	DATE	<u>2/6/15</u>

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

CORPORATION

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

\_\_\_\_\_  
\_\_\_\_\_  
X \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CONTRACTOR:

By Troy Clemons  
(Signature)

Troy Clemons  
(Print or Type)

Title VICE PRESIDENT

Address PO Box 1508

RANCHO CORDON, CA 95741

Telephone No. (916) 852-5530

Fax No. (916) 852-5533

FOR CITY USE ONLY

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

Email Address T.Clemons@VikingBridges.com

Date 2/11/15

Contractor's License No. 745029 Type A

Expiration Date 1/31/16

Tax I.D. Nos. - Fed. 68-0404112 State CA

City of Sacramento Business Operation Tax Certificate No. 121542  
(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 # \_\_\_\_\_

**DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT**

**BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.  
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.**

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

\* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: \_\_\_\_\_  
                     Date                      Violation Type                      Place of Occurrence

If additional space is required use back of this form.

**\* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

**IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.**

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Viking Construction Company, Inc.  
 BY: [Signature] Vice President Date: 2/4/15  
                     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:	Construction Area Signs	Contact:	Mtbe Smith
Address:	215 Taylor Rd	Phone:	916-663-9097
City, State, Zip:	Newcastle CA 95658	Dollar Value:	7500
Description of Services:	Construction Area Signs	Contractor Lic. # (MANDATORY):	442645
SUBCONTRACTOR			
Name:	Clearwater Landscape Services	Contact:	Scott Houck
Address:	3908 <del>Blair</del> Placitas Dr	Phone:	916-987-3081
City, State, Zip:	Cameron Park CA 95682	Dollar Value:	230000
Description of Services:	Erosion Control, Irrigation, Landscaping	Contractor Lic. # (MANDATORY):	843399
SUBCONTRACTOR			
Name:	Bay Cities Paving + Grading	Contact:	Ben Rodriguez
Address:	1450 Civic Ct, Bld D, Ste 400	Phone:	925-687-6666
City, State, Zip:	Concord CA 94520	Dollar Value:	510000
Description of Services:	Roadway Grading + Paving + <sup>1976</sup> <del>1976</del> <sub>1976</sub>	Contractor Lic. # (MANDATORY):	238650
SUBCONTRACTOR			
Name:	Middleville Barrister	Contact:	Steve Bradford
Address:	PO Box 30550	Phone:	209-944-9565
City, State, Zip:	Stockton CA 95213	Dollar Value:	84000
Description of Services:	MBR + Tubular railing	Contractor Lic. # (MANDATORY):	529261
SUBCONTRACTOR			
Name:	Sterling Holloway	Contact:	David Holloway
Address:	1490 Christ the Valley Rd	Phone:	530-392-5740
City, State, Zip:	Auburn CA 95603	Dollar Value:	59000
Description of Services:	Bridge Removal	Contractor Lic. # (MANDATORY):	382173

Add additional pages if necessary.

Revised 4/15/14

SACRAMENTO

**SUBCONTRACTORS LIST**

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SUBCONTRACTOR			
Name:	Jarrett Foundation	Contact:	Mike Luno
Address:	PO Box 971	Phone:	916.498.9999
City, State, Zip:	W Sacramento CA 95691	Dollar Value:	202000
Description of Services:	C10ft piling	Contractor Lic. # (MANDATORY):	999006
SUBCONTRACTOR			
Name:	Kia-Lou	Contact:	James Dirk
Address:	3551 Willow Ave	Phone:	925.331.7106
City, State, Zip:	Antioch, CA 94509	Dollar Value:	562000
Description of Services:	F&E PC concrete slab	Contractor Lic. # (MANDATORY):	953357
SUBCONTRACTOR			
Name:	CMC Rebar	Contact:	Frank Chacon
Address:	120 W Lander Rd	Phone:	209 834 9331
City, State, Zip:	Tracy CA 95304	Dollar Value:	355000
Description of Services:	Rebar	Contractor Lic. # (MANDATORY):	778010
SUBCONTRACTOR			
Name:	K & G Concrete Inc	Contact:	Keaven Guillory
Address:	1079 Sunrise Ave #D	Phone:	916.539.6652
City, State, Zip:	Roseville CA 95661	Dollar Value:	200000
Description of Services:	Pump, place, finish & supply concrete	Contractor Lic. # (MANDATORY):	982137
SUBCONTRACTOR			
Name:	ACL	Contact:	Tim Jordan
Address:	270 W State St	Phone:	909 391 4477
City, State, Zip:	Ontario CA 91761	Dollar Value:	55000
Description of Services:	Concrete Barrier	Contractor Lic. # (MANDATORY):	468840

Add additional pages if necessary.

Revised 4/15/14

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	Contact	Address:	Phone
City, State, Zip	Dollar Value	Description of Services	Contractor Lic. # (MANDATORY)
St Francis Electric	Brian Heaps	1001 Carlin St	510 566-8059
San Leandro CA 94577	23000	Signal modification	335 324
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.

Revised 4/15/14

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

### INTRODUCTION

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

### APPLICATION

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

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

### DEFINITIONS

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

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

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

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

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

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

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

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

### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Viking Construction Company, Inc.  
Name of Contractor

P.O. Box 1506, Rancho Cordova, CA 95741  
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

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

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

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

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

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

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

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

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

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

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

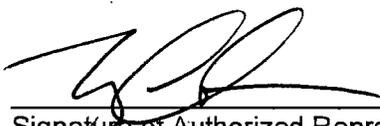
6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties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

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

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

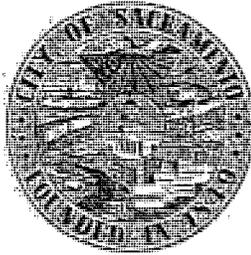
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

  
\_\_\_\_\_  
Signature of Authorized Representative

2/4/15  
\_\_\_\_\_  
Date

Troy Clemons  
\_\_\_\_\_  
Print Name

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



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

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

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

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

The included employee benefits are:

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

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

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

**You May ...**

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

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs



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

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

The included employee benefits are:

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

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

**You May . . .**

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
5730 24<sup>TH</sup> St, Bldg 1  
Sacramento, CA 95822
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

**Discrimination and Retaliation Prohibited.**

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

**You May Also . . . .**

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

## MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

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### FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

## QUESTIONNAIRE

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

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

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

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

A 745029, exp 1/31/16

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?

Yes

No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

Yes

No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

Yes

No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

Yes

No

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

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

Yes

No

Not applicable

**OR**

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

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

Yes

No

Not applicable

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

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

Yes

No

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

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

Yes

No

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

Yes  No

**OR**

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

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

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

Yes  No

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

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

Yes  No

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

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

Yes

No

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

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

Yes

No

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

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

Yes

No

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

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

Yes

No

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

**VERIFICATION AND SIGNATURE**

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

Signed at RANCHO CORDONA, CA, on 2/4/15  
(Location) (Date)

Signature: 

Print name: Troy Clements

Title: VICE PRESIDENT

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

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# PUBLIC CONTRACT CODE

## Public Contract Code Section 10285.1 Statement

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

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

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.

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**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

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

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

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

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

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply) \$ actual planned

13. Type of Payment (check all that apply)

12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature value

- 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:

Authorized for Local Reproduction Standard Form - LLL

Federal Use Only:

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

**CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC  
WORKS PROJECTS**

See following links: [www.dir.ca.gov](http://www.dir.ca.gov) and/or [www.leginfo.ca.gov](http://www.leginfo.ca.gov)

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: T15068500

CONTRACTOR NAME: Viking Construction Company, Inc.

**BUSINESS ADDRESS (D-U-N-S Number Location):**

STREET: 11315 Sunrise Gold Circle, Suite A

CITY: Rancho Cordova

STATE: CA

ZIP CODE: 95742

D-U-N-S Number: 00-952-0292

Contact Name: BURT PETERSEN, CFO

Telephone No: (916) 852-5530

## **Green Contracting Survey (Voluntary)**

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

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

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

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





# TITLE VI

## 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.

**KNOW ALL MEN BY THESE PRESENTS,**

That we, Viking Construction Company, Inc.

as Principal, and Travelers Casualty and Surety Company of America

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

**THE CONDITION OF THIS OBLIGATION IS SUCH**

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened in the Council Chambers at City Hall, Sacramento, California, on \*see below for the Work specifically described as follows:

\*February 11, 2015

**Roseville Road Bridge Replacement Project  
(PN: T15068600)**

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 9th  
day of February 20 15

Viking Construction Company, Inc.  
PRINCIPAL  
11315 Sunrise Gold Circle, Rancho Cordova, CA  
Address 95742

Troy Clemons  
TROY CLEMONS, VICE PRESIDENT

NOTARY

Travelers Casualty and Surety Company of America  
SURETY  
100 California St., San Francisco, CA 94111  
Address

Virginia L. Black  
Virginia L. Black, Attorney-in-Fact

NOTARY

2

2000

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Sacramento

On February 11, 2015, before me, Stacy Duong, Notary Public, personally appeared Troy Clemons, 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.

(Seal)



**OPTIONAL INFORMATION**

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

CORPORATE OFFICER:

VICE PRESIDENT  
TITLE(S)

PARTNER(S)

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Bid Proposal Guarantee  
TITLE OR TYPE OF DOCUMENT

1  
NUMBER OF PAGES

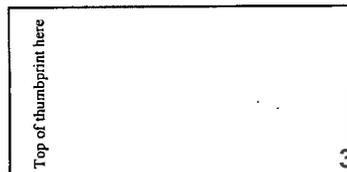
\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
OTHER

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

Viking Construction Company, Inc.  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF  
SIGNER  
(IF REQUIRED)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )

On February 9, 2015 before me, Betty L. Tolentino, Notary Public

*Date Here Insert Name and Title of the Officer*

personally appeared Virginia L. Black

*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_

*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 227894

Certificate No. 005886378

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

Susan Hecker, Maureen O'Connell, Robert Wrixon, Brian F. Cooper, M. Moody, Betty L. Tolentino, Janet C. Rojo, Virginia L. Black, and K. Zerounian

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of April, 2014.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 28th day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of February, 20 15.

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

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



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

**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)**

THIS AGREEMENT, dated for identification April 23, 2015, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Viking Construction, P.O. Box 1508, Rancho Cordova, CA 95741 ("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 Local Business Enterprise (LBE) 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:

Roseville Road Bridge Replacement Project (PN:T15068500)

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.
- F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

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

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **one hundred and forty (140) working** days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any

other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

- A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

- B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **two thousand two hundred dollars (\$2,200) 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 the Contract, Contractor shall maintain the insurance coverage described in this Section 19.

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 the Work performed by Contractor under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

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 or carried by the Contractor in connection with this Contract.

A. Minimum Scope & 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, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, 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 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 accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.

No automobile liability insurance shall be required if Contractor completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." \_\_\_\_\_  
(Contractor initials)

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

No Workers' Compensation insurance shall be required if Contractor completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." \_\_\_\_\_  
(Contractor initials)

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 and its subcontractors; products and completed operations of Contractor and its subcontractors; and premises owned, leased, or used by Contractor and its subcontractors.
- (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, including excess insurance, 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:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 3 must be declared to and approved by the City in writing prior to execution of this Contract.

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 named in Exhibit A. 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) For all insurance policy renewals during the term of this Contract, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Contract approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:

CertsOnly-Portland@ebix.com

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

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

## 21. EXCUSABLE DELAYS

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

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

## 22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution

and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

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

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of

the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

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

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

27. TERMINATION FOR CONVENIENCE

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

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

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

## 28. TERMINATION FOR BREACH OF CONTRACT

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

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

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

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work,

waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. **CONTRACTOR BANKRUPT**

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

30. **SURETIES' OBLIGATIONS UPON TERMINATION**

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

- A. The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.
- B. The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. **ACCOUNTING RECORDS OF CONTRACTOR**

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

32. USE TAX REQUIREMENTS

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

- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

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

**CONTRACTOR**

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

DATE \_\_\_\_\_

BY Randy Jenco  
Randy Jenco  
Print Name  
President  
Title

BY Burt Peterson, Secretary  
Burt Peterson  
Print Name  
Secretary

Title  
68-0404112  
Federal ID#  
438-6115-2  
State ID#  
121542

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

Type of Business Entity (*check one*):

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

**CITY OF SACRAMENTO**  
a municipal corporation

DATE \_\_\_\_\_

Original Approved As To Form:

[Signature]  
City Attorney

BY \_\_\_\_\_  
JERRY WAY, Director of Public Works  
FOR  
JOHN SHIREY, City Manager

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

**CITY OF SACRAMENTO  
PERFORMANCE BOND**

Department of PUBLIC WORKS  
Page 1 of 1

Bond No.: 106249007  
Premium: \$32,000.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Viking Construction, P.O. Box 1508, Rancho Cordova, CA 95741

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

**Roseville Road Bridge Replacement Project (PN:T15068500)**

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

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):  
Travelers Casualty and Surety Company of America, 100 California St., San Francisco, CA 94111

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: THREE MILLION NINE HUNDRED THIRTY SIX THOUSAND TWO HUNDRED SEVENTY THREE DOLLARS (\$3,936,273.00), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on April 24, 20 15.

Viking Construction Company, Inc.  
(Contractor) (Seal)  
By Randy Jence  
Title President

Travelers Casualty and Surety Company of America  
(Surety) (Seal)  
By Virginia L. Black  
Title Virginia L. Black, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:  
[Signature]  
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )

On April 24, 2015 before me, Betty L. Tolentino, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Virginia L. Black  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *Betty L. Tolentino*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 227894

Certificate No. 005886430

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

Susan Hecker, Maureen O'Connell, Robert Wrixon, Brian F. Cooper, M. Moody, Betty L. Tolentino, Janet C. Rojo, Virginia L. Black, and K. Zerounian

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of April, 2014.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 28th day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of April, 2015.

  
Kevin E. Hughes, Assistant Secretary



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

**CITY OF SACRAMENTO**  
**PAYMENT BOND**  
Department of PUBLIC WORKS  
Page 1 of 1

**Bond No.:** 106249007  
**Premium:** included in charge  
for performance bond

**WHEREAS**, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Viking Construction, P.O. Box 1508, Rancho Cordova, CA 95741

hereinafter called Contractor, a contract for construction of:

**Roseville Road Bridge Replacement Project (PN:T15068500)**

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

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

**NOW, THEREFORE**, we the Contractor and (*here insert full name and address of Surety*): Travelers Casualty and Surety Company of America, 100 California St., San Francisco, CA 94111 a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of THREE MILLION NINE HUNDRED THIRTY SIX THOUSAND TWO HUNDRED SEVENTY THREE DOLLARS (\$3,936,273.00), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

**IN WITNESS WHEREOF**, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on April 24, 20 15.

Viking Construction Company, Inc.  
(Contractor) (Seal)  
By Randy Jones  
Title President

Travelers Casualty and Surety Company of America  
(Surety) (Seal)  
By Virginia L. Black  
Title Virginia L. Black, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

[Signature]  
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )

On April 24, 2015 before me, Betty L. Tolentino, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Virginia L. Black  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 227894

Certificate No. 005886431

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

Susan Hecker, Maureen O'Connell, Robert Wrixon, Brian F. Cooper, M. Moody, Betty L. Tolentino, Janet C. Rojo, Virginia L. Black, and K. Zerounian

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of April, 2014.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 28th day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of April, 2015.

  
Kevin E. Hughes, Assistant Secretary



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

**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.

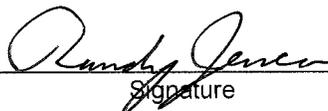
To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

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: 04/24/2015

Contractor Viking Construction Company, Inc.  
by Randy Jenco, President

By   
Signature

## Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of \$250,000 or more:

1. **Definitions.** For purposes of this section, the following terms, words and phrases shall have the following meanings:

“Certified C&D sorting facility” means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

“Construction and demolition debris” or “C&D debris” means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

“Divert” or “diversion” means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

“Franchised waste hauler” means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

“Mixed C&D debris” means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

“Recyclable C&D debris” means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

“Recycling facility” means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

“Source-separated C&D debris” means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

“Waste log” means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan.** A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see **Attachment 3**), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of all bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City (\$50-\$250 for first offense, \$251-\$500 for second offense, and \$501-\$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email [C&D@cityofsacramento.org](mailto:C&D@cityofsacramento.org)

# C&D Debris Waste Management Plan

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

Form  
submitted by:

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

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

## A. Building Project Information:

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

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

## B. Briefly describe the project:

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## C. Materials Required to be Recycled

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

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

## D. Material Management.

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

# C&D Debris Waste Management Plan

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

## **E. Definitions.**

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

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

## **F. Terms and Conditions**

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

# C&D Debris Haulers & Facilities

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

## Certified Mixed C&D Facilities

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

## Franchised Haulers

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

## Recyclers\*

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

## Recovery Stations & Landfills

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

More updated information can be found online at:

<http://www.cityofsacramento.org/utilities/>

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





DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES DIVISION  
915 I Street, Room 2000  
Sacramento, CA 95814

# PAY REQUEST APPLICATION

PROJECT NAME:	<b>ROSEVILLE ROAD BRIDGE REPLACEMENT</b>	
CONTRACTOR: <i>(per agreement)</i>	<b>TBD</b>	
CONTRACTOR REMITTANCE ADDRESS:		
PHONE NUMBER: ( )		
INVOICE NO.:	<b>T15068500-</b>	CITY PROJECT NUMBER: <b>T15068500</b>
		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:	



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 retention 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" from Previous Pay Req.		This Payment		Total Paid to Date (including Escrow releases)		#REF!	#REF!

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 amount

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: ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT

CITY PROJECT NUMBER: T15068500

Escrow information to be filled out only if there is an executed escrow agreement.

CONTRACTOR: (As per City Agreement)

Escrow Agent (Bank):

REMITTANCE ADDRESS:

Escrow Number:

PHONE NUMBER: ( )

Escrow Remit Address:

INVOICE NUMBER: T15068500-

Item No	PARTIAL, FINAL PAY OR BOTH ITEM	C O M P L E T E	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUESTS TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
								Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1			MOBILIZATION (10%)	1	LS									1.00	
2			PRECONSTRUCTION PHOTOGRAPHS	1	LS									1.00	
3			TEMPORARY FENCE (TYPE ESA)	3,740	LF									3,740.00	
4			TEMPORARY TRAFFIC DETOUR	1	LS									1.00	
5			TYPE III BARRICADE	27	EA									27.00	
6			PORTABLE CHANGEABLE MESSAGE SIGN	6	EA									6.00	
7			EXISTING SIGNAL MODIFICATIONS DURING DETOUR	1	LS									1.00	
8			POLLUTION CONTROLS	1	LS									1.00	
9			PREPARE SWPPP PLAN	1	LS									1.00	
10			RAN EVENT ACTION PLAN (REAP)	10	EA									10.00	
11			STORM WATER SAMPLING AND ANALYSIS DAY	10	EA									10.00	
12			STORM WATER ANNUAL REPORT	1	EA									1.00	
13			TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	66,200	SQFT									66,200.00	
14			EROSION CONTROL (HYDROSEED)	107,000	SQFT									107,000.00	
15			TEMPORARY EARTHEN DAM AND DIVERSION SYSTEM	1	LS									1.00	
16			TEMPORARY FIBER ROLL	3,760	LF									3,760.00	
17			TEMPORARY CHECK DAM (GRAVEL BAGS)	120	LF									120.00	
18			TEMPORARY SILT FENCE	900	LF									900.00	
19			TEMPORARY CONSTRUCTION ENTRANCE	2	EA									2.00	
20			STREET SWEEPING	1	LS									1.00	
21			REMOVE EXISTING METAL/WOOD BEAM GUARD RAILING	200	LF									200.00	
22			REMOVE EXISTING STRIPING AND PAVEMENT MARKERS	3,080	LF									3,080.00	
23			REMOVE EXISTING AC PAVEMENT	305	CY									305.00	
24			REMOVE EXISTING ASPHALT CONCRETE DIKE	1,840	LF									1,840.00	
25			REMOVE EXISTING AC OVERSIDE DRAIN INLET APRON	7	EA									7.00	
26			REMOVE DRAINAGE FACILITIES	100	LF									100.00	
27			BRIDGE REMOVAL	1	LS									1.00	
28			PLANNED PAVEMENT CONFORMS	120	SQYD									120.00	
29			CLEARING AND GRUBBING	1	LS									1.00	
30			ROADWAY EXCAVATION AND GRADING	670	CY									670.00	
31			IMPORTED BORROW	3,630	CY									3,630.00	
32			CLASS 2 AGGREGATE BASE	2,695	TON									2,695.00	
33			HOT MIX ASPHALT (TYPE A)	1,224	TON									1,224.00	
34			PLACE HOT MIX ASPHALT DIKE	1,240	LF									1,240.00	
35			PLACE HOT MIX ASPHALT OVERSIDE DRAIN	11	SQYD									11.00	
36			PLACE SIGN (NEW ROADSIDE SIGN)	4	EA									4.00	
37			INSTALL NEW POST FOR SIGN	4	EA									4.00	
38			ROCK SLOPE PROTECTION (1/4 TON, METHOD B)	235	CY									235.00	
39			ROCK SLOPE PROTECTION (LIGHT CLASS, METHOD B)	20	CY									20.00	
40	P		MIDWEST GUARDRAIL SYSTEM (WOOD POST)	917	LF									917.00	
41	P		IN-LINE TERMINAL SYSTEM	3	EA									3.00	
42	P		MIDWEST GUARDRAIL SYSTEM LAYOUT 12A STRUCTURE APPROACH	3	EA									3.00	
43			PLACE TRAFFIC STRIPE - DETAIL 22	1,170	LF									1,170.00	
44			PLACE TRAFFIC STRIPE - DETAIL 27B	2,330	LF									2,330.00	
45	F		STRUCTURE EXCAVATION, BRIDGE	830	CY									830.00	
46	F		STRUCTURE BACKFILL, BRIDGE	430	CY									430.00	
47			24" CAST-IN-DRILLED-HOLE CONCRETE PILING	1,552	LF									1,552.00	
48			30" CAST-IN-DRILLED-HOLE CONCRETE PILING	1,257	LF									1,257.00	
49	F		STRUCTURAL CONCRETE, BRIDGE FOOTING	150	CY									150.00	
50			STRUCTURAL CONCRETE, BRIDGE	690	CY									690.00	
51			STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	110	CY									110.00	
52	P		FURNISH PRECAST PRESTRESSED CONCRETE SLAB (TYPE SIM)	12,000	SF									12,000.00	
53	F		ERECT PRECAST PRESTRESSED CONCRETE DECK UNIT	48	EA									48.00	
54	P		JOINT SEAL (MR 2")	111	LF									111.00	
55	P&F		BAR REINFORCING STEEL, BRIDGE	224,000	LB									224,000.00	
56			CONCRETE BARRIER (TYPE 28 MODIFIED)	310	LF									310.00	
57			CONCRETE BARRIER (TYPE 732), BRIDGE	310	LF									310.00	
58	F		TUBULAR HANDRAILING (RIGHT SIDE)	310	LF									310.00	
59	F		TUBULAR BICYCLE RAILING (LEFT SIDE)	310	LF									310.00	
60	F		STRUCTURE EXCAVATION, RETAINING WALL	986	CY									986.00	

Item No	PARTIAL FINAL PAY OR BOTH ITEM	C O M P L E T E	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
61	F		STRUCTURE BACKFILL, RETAINING WALL	1,420	CY									1,420.00	
62	F		STRUCTURAL CONCRETE, RETAINING WALL	386	CY									386.00	
63	P&F		BAR REINFORCING STEEL, RETAINING WALL	47,700	LB									47,700.00	
64	F		WALL GUTTER (B3-6), RETAINING WALL	2	CY									1.60	
65	F		CONCRETE BARRIER (TYPE 732A), RETAINING WALL	372	LF									372.00	
66			RESTORATION AREA POSTS AND SIGNS	3	EA									3.00	
67			AUTOMATIC IRRIGATION SYSTEM	1	LS									1.00	
68			LARGE TREES WITH STAKING - 15 GALLON	44	EA									44.00	
69			SMALL TREES AND SHRUBS WITH TREE SHELTER - TREETOP 4	2,088	EA									2,088.00	
70			SMALL SHRUBS WITH PLANT CAGE - 1 GALLON	434	EA									434.00	
71			HERBACEOUS PLANTS - TREE BANDS	604	EA									604.00	
72			BARK MULCH	1,050	CY									1,050.00	
73			MAINTENANCE PERIOD - 180 DAYS	1	LS									1.00	

Original Contract Total:

Change Order #1 - See change order summary sheet for details

Change Order #2 - See change order summary sheet for details

Change Order #3 - See change order summary sheet for details

Change Order #4 - See change order summary sheet for details

Change Order #5 - See change order summary sheet for details

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 retention 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 amount



DEPARTMENT OF  
TRANSPORTATION

CITY OF SACRAMENTO  
CALIFORNIA

915 I St, RM 2000

ENGINEERING SERVICES  
DIVISION

SACRAMENTO, CA  
95814-2702

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

**NOTICE TO PROCEED**

DATE

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

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

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

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

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

Respectfully,

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

cc:

Tim Mar  
Risk Management  
Shareen Kidd  
Project File

\_\_\_\_\_  
Title

**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: 04/24/2015

Contractor Viking Construction Company, Inc.  
by Randy Jenco, President

By   
signature

**GUARANTEE**

We hereby guarantee the **Roseville Road Bridge Replacement Project (PN:T15068500)** 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: 04/24/2015

Signed:   
\_\_\_\_\_

by Randy Jenco, President  
\_\_\_\_\_  
Printed Name

Viking Construction Company, Inc.  
\_\_\_\_\_  
Company

PO Box 1508  
\_\_\_\_\_  
Address

Rancho Cordova, CA 95741  
\_\_\_\_\_

## 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.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**VIKING CONSTRUCTION COMPANY, INC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **▶** \_\_\_\_\_  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) **▶** \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) 5  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**PO BOX 1508**

**6** City, state, and ZIP code  
**RANCHO CORDOVA, CA 95741-1508**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
6	8		0	4	0	4	1	1	2

**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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person <b>▶</b> <i>by [Signature], CEO</i>	Date <b>▶</b> <i>3-9-15</i>
------------------	--	-----------------------------

# 2015 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent.

**Withholding Agent** (Type or print)

Name  
City of Sacramento

**Payee**

Name  
VIKING CONSTRUCTION COMPANY, INC

SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.  
68-0404112

Address (apt./ste., room, PO Box, or PMB no.)

PO BOX 1508

City (If you have a foreign address, see instructions.)

RANCHO CORDOVA

State ZIP Code  
CA 95741-1508

**Exemption Reason**

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements 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, Definitions.

**Corporations:**

The 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. 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 D, Definitions.

**Partnerships or Limited Liability Companies (LLCs):**

The 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. 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 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). 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 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. If the trustee or noncontingent beneficiary 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 or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

**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 OF PAYEE:** Payee must 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) BURT PETERSON, CFO Telephone (916) 852-5530

Payee's signature ► *Burt Peterson, CFO* Date 03/09/2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/11/2015

**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).**

<b>PRODUCER</b> Commercial Lines - (916) 589-8000 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 10940 White Rock Road, 2nd floor Rancho Cordova, CA 95670-6076	<b>CONTACT NAME:</b> Jacob Wheeler <b>PHONE (A/C, No., Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> Jacob.Wheeler@wellsfargo.com														
<b>INSURED</b> Viking Construction Company, Inc. P.O. Box 1508 Rancho Cordova CA 95741	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Travelers Indemnity Co. of Connecticut</td> <td style="text-align: center;">25682</td> </tr> <tr> <td><b>INSURER B:</b> Zurich American Insurance Co</td> <td style="text-align: center;">16535</td> </tr> <tr> <td><b>INSURER C:</b> Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Travelers Indemnity Co. of Connecticut	25682	<b>INSURER B:</b> Zurich American Insurance Co	16535	<b>INSURER C:</b> Travelers Property Casualty Co of America	25674	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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**COVERAGES** **CERTIFICATE NUMBER:** 8845312 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CO-8052X525-TCT-15	02/01/2015	02/01/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$			
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PRODUCTS - COMP/OP AGG	\$ 4,000,000																							
	\$																							
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BAP673876202	02/01/2015	02/01/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$							
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	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$											
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C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	DTJ-UB-0F76684-A-14	10/01/2014	10/01/2015	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	X	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT			\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000	E.L. DISEASE - POLICY LIMIT			\$ 1,000,000
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Roseville Road Bridge Replacement Project (PN: T15068500). VCC Job #146.  
 The City, its officials, employees, and volunteers are listed as additional insureds per the attached. Primary wording applies per the attached. Waiver of Subrogation applies per the attached.

<b>CERTIFICATE HOLDER</b> City of Sacramento Department of Transportation Engineering Services Division Attn: Jose R. Ledesma 915 I Street, Room 2000 Sacramento, CA 95814	<b>CANCELLATION</b> 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 
---	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****BLANKET ADDITIONAL INSURED  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) -

POLICY NUMBER: DTJ-UB-0F76684-A-14

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

Any person or organization for which the named insured has agreed by written contract executed prior to loss to furnish this waiver

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2014

Policy No. DTJ-UB-0F76684-A-14

Endorsement No.

Insured Viking Construction Company, Inc.

Premium

Insurance Company

Countersigned by Granada

DATE OF ISSUE: - -

ST ASSIGN:

Page 1 of 1



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 99 06 11 ( A)**

POLICY NUMBER: UB-0F76684A-14

**NOTICE OF CANCELLATION**

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of day's written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

**SCHEDULE**

1. Name: City of Sacramento  
Department of Transportation  
Engineering Services Division  
Address: 915 I Street, Room 2000  
Sacramento, CA 95814
2. Number of Days Written Notice: 30 Additional Days

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/6/14 Policy No. UB-0F76684A-14 Endorsement No.  
Insured Viking Construction Company, Inc. Premium \$  
Insurance Company Travelers Countersigned by \_\_\_\_\_

DATE OF ISSUE: - -

ST ASSIGN:

Page 1 of 1



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# Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Pram	Return Prem.
BAP673876202	2/1/2015	2/1/2016	10/6/14			

**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:
City of Sacramento Department of Transportation Engineering Services Division 915 I Street, Room 2000 Sacramento, CA 95814	30

All other terms and conditions of this policy remain unchanged.

U-CA-812-A CW (05/10)  
Page 1 of 1

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POLICY NUMBER: BAP673876202

COMMERCIAL AUTO  
CA 20 48 02 99

**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: 2/1/2015	Countersigned By:  (Authorized Representative)
Named Insured: Viking Construction Company, Inc.	

**SCHEDULE**

Name of Person(s) or Organization(s):  (See below)
--

(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.

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

CA 20 48 02 99

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CA 1028 (2-99)  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Aircraft Chartered With Pilot
- B. Damage To Premises Rented To You
- C. Increased Supplementary Payments
- D. Incidental Medical Malpractice
- E. Who Is An Insured – Newly Acquired Or Formed Organizations
- F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries
- G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
- H. Blanket Additional Insured – Lessors Of Leased Equipment
- I. Blanket Additional Insured – States Or Political Subdivisions – Permits
- J. Knowledge And Notice Of Occurrence Or Offense
- K. Unintentional Omission
- L. Blanket Waiver Of Subrogation
- M. Amended Bodily Injury Definition
- N. Contractual Liability – Railroads

**PROVISIONS**

**A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**B. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A. BODILY

**INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGE:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:

- d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "Incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "Incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED:

- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY

**G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required



## CC. COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

## J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
  - (a) Any individual who is:
    - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

## K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

## L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

**M. AMENDED BODILY INJURY DEFINITION**

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

- 3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**N. CONTRACTUAL LIABILITY – RAILROADS**

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
  - c. Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.



POLICY NUMBER: CO-8052X525-TCT-15

ISSUE DATE: 2/1/2015

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

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

**ALL COVERAGE PARTS INCLUDED IN THIS POLICY**

### **SCHEDULE**

**CANCELLATION:** 30

**Number of Days Notice of Cancellation:** 30

#### **PERSON OR**

**ORGANIZATION:** *Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if: You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and We receive such written request at least 14 days before the beginning of the applicable number of days shown in this Schedule.*

#### **ADDRESS:**

*The address for that person or organization included in such written request from you to us.*

#### **PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



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## Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP673876202	2/1/2015	2/1/2016	2/1/2015			

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

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form  
Motor Carrier Coverage Form**

### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you.
  - b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
  - c. Anyone else who furnishes an "auto" referenced in Paragraphs a. and b. above.
  - d. Any person(s) or organization(s) where required by written contract or written agreement executed prior to any "accident" provided the "accident" arises out of operations contemplated by such contract or agreement.
2. The following is added to the **Other Insurance** Provision in the **Conditions** Section:

Coverage for any person(s) or organization(s) where required by written contract or written agreement executed prior to any "accident" will apply on a primary basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the coverage form.

### B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions** Provision in **Section II – Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### C. Fellow Employee Coverage

The **Fellow Employee Exclusion** contained in **Section II – Liability Coverage** does not apply.

### D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing Exclusion** in **Section II – Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

U-CA-424-E CW (04-11)  
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2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the Physical Damage Coverage Section of the coverage form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

**F. Towing and Labor**

The following is added to Paragraph A.2. of the Physical Damage Coverage Section:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**G. Extended Glass Coverage**

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The Loss Of Use Expenses Provision of the Physical Damage Coverage Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

**I. Personal Effects Coverage**

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

**Personal Effects Coverage**

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and

- (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

**J. Tapes, Records and Discs Coverage**

- 1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form do not apply.
- 2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:
 

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

  - (a) Are the property of an "insured"; and
  - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

**K. Airbag Coverage**

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form do not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or coverage form and by another policy or coverage form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

- 1. If the deductible on this policy or coverage form is the smaller (or smallest) deductible, it will be waived; or
- 2. If the deductible on this policy or coverage form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000.

**N. Temporary Substitute Autos – Physical Damage**

**1. The following is added to Section I – Covered Autos:**

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this coverage form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

**2. The following is added to the Coverage Provision of the Physical Damage Coverage Section:**

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph b. of the Other Insurance Condition in the Business Auto Coverage Form and Paragraph f. of the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud Condition**:

However, we will not deny coverage under this coverage form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this coverage form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph (5)(a) of the **Policy Period, Coverage Territory Condition** is replaced by the following:

- (a) A covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less; and

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions Section** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

All other terms and conditions of this policy remain unchanged.

**SECTION NO. 15 - SCHEDULE OF WAGES DATED DECEMBER 5, 2014**

&gt;

General Decision Number: CA140009 12/05/2014 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
17	08/22/2014
18	09/05/2014
19	09/26/2014
20	10/03/2014
21	11/07/2014
22	12/05/2014

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, &amp; 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

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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

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BOIL0549-002 01/01/2013

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.....	\$ 42.06	33.43
(2) Remaining Counties.....	\$ 38.37	31.32

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BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.05	14.01

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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.

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BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.15	13.93
TERRAZZO WORKER/SETTER.....	\$ 39.95	24.39

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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, Tehama, Yolo, Yuba  
 AREA 2: Alpine, Amador  
 AREA 3: Marin, Napa, Solano, Siskiyou  
 AREA 4: Sonoma

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BRCA0003-014 08/01/2013

	Rates	Fringes
MARBLE MASON.....	\$ 39.30	22.48

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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.

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 CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver.....	\$ 40.60	30.73

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 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

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CARP0035-010 07/01/2014

AREA 1: Marin, Napa, Solano &amp; Sonoma Counties

AREA 2: Monterey, 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.....	\$ 23.36	18.31
Installer II.....	\$ 19.93	18.31
Lead Installer.....	\$ 26.81	18.81
Master Installer.....	\$ 31.03	18.81
Area 2		
Installer I.....	\$ 20.71	18.31
Installer II.....	\$ 17.76	18.31
Lead Installer.....	\$ 23.68	18.81
Master Installer.....	\$ 27.31	18.81
Area 3		
Installer I.....	\$ 19.76	18.31
Installer II.....	\$ 16.99	18.31
Lead Installer.....	\$ 22.56	18.81
Master Installer.....	\$ 29.58	18.81

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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.

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 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

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 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

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 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

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 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

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 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

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 ELEC0180-001 06/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 50.97	3%+20.13
ELECTRICIAN.....	\$ 45.31	3%+20.13

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 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.

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 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.

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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.

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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

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 ELEC0551-004 06/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.20	16.76

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 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.

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 ELEC0659-006 01/01/2013

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.27	14.81

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 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

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 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

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 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.

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 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

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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 construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

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

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

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson;

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

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

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

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ALL CRANES AND ATTACHMENTS

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

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

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

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;

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PILEDRIEVERS

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

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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

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TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

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

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

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

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

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

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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 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

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IRON0377-002 07/01/2014

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	17.74
Ornamental, Reinforcing and Structural.....	\$ 33.50	26.74

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

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

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

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

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 \* LABO0067-002 12/01/2014

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.....	\$ 20.06	9.62
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.

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 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, HORTICULTURAL & 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.

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## LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder;

All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

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

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

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

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

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

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

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

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher;

Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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

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

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

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 GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunite laborer

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 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)

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 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

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 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; Guniting 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; Guniting & 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

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LAB00261-002 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.

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 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

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 LABO0261-007 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.36	17.34

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 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.

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LAB00324-008 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

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LAB00324-010 06/30/2014

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.36	17.34

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LAB01414-005 08/07/2013

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36
Work on a swing stage scaffold: \$1.00 per hour additional.		

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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 hour additional

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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

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PAIN0016-007 01/01/2014

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:.....	\$ 30.02	16.32

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

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 PAIN0016-008 01/01/2013

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 44.87	17.98

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 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

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 \* 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.

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 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

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 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

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

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 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 07/01/2014

	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.....	\$ 31.41	22.26
AREA 355: Marin.....	\$ 34.75	22.26
AREA 355: Napa & Sonoma Counties.....	\$ 31.41	22.26

PLAS0300-005 06/30/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.00	22.07

PLUM0038-002 07/01/2014

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.....\$ 54.40 40.71  
 (2) All other work - NEW  
 CONSTRUCTION RATE.....\$ 64.00 43.29

PLUM0038-006 07/01/2014

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 54.40	32.15

PLUM0228-001 07/01/2014

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

	Rates	Fringes
PLUMBER.....	\$ 37.00	25.89

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 COMMERCIAL:

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

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

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 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

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 PLUM0355-001 07/01/2014

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	9.25

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 PLUM0442-003 07/01/2014

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.00	25.39

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 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

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 ROOF0081-006 08/01/2014

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 35.06	13.89

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 ROOF0081-007 08/01/2014

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.....	\$ 33.23	13.79

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SFCA0483-003 01/01/2014

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 52.42	25.62

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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

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SHEE0104-006 07/01/2014

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 48.79	35.29
All other work.....	\$ 54.85	35.91

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SHEE0104-009 07/01/2014

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

	Rates	Fringes
SHEET METAL WORKER.....	\$ 39.05	31.24

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SHEE0104-010 07/01/2014

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.59	28.66

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SHEE0104-011 07/01/2014

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).....	\$ 33.86	31.83

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SHEE0104-014 07/01/2014

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 33.86	31.83

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SHEE0104-019 07/01/2014

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

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 29.88	28.75
Mechanical Jobs over \$200,000.....	\$ 39.05	31.24

-----  
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, IA 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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**SECTION NO. 16 - LABOR COMPLIANCE**



## **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](mailto:jledesma@cityofsacramento.org), or Brenda Kee at [bkee@cityofsacramento.org](mailto: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.

# **CITY OF SACRAMENTO**



## **LABOR COMPLIANCE HANDBOOK 2014**

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**PUBLIC WORKS LABOR PROJECTS – LABOR COMPLIANCE**



# **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 Ledesma**, 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**

## 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.**

## 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 by 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 approved 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 [Regulations sections 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 programs 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.

**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 APPRENTICEABLE 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
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 and play into the apprentice-able craft training program that is applicable.

***This list is subject to change***

The website to see the latest list of apprenticeable 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

APPRENTICESHIP COMMITTEES FOR SACRAMENTO COUNTY

Please visit: <http://www.dir.ca.gov/databases/das/aigstart.asp> to verify the committee for your specific trade.

The screenshot shows the website header for the State of California Department of Industrial Relations. The navigation menu includes Home, Labor Law, Workplace Safety, Workers' Comp, Self Insurance, Apprenticeship, Director's Office, and Boards. The main content area is titled "Apprenticeship program information - search" and includes a search form with dropdown menus for "Select a county" (set to "All counties") and "Select an occupation" (set to "All occupations"), along with a "Search" button. A disclaimer is present, and a sidebar on the right contains "Quick Links" and "About DAS" sections.

State of California  
Department of Industrial Relations

CA.gov | Contact DIR | Press Room

Search

This Site • California

Home | Labor Law | Workplace Safety | Workers' Comp | Self Insurance | Apprenticeship | Director's Office | Boards

Division of Apprenticeship Standards (DAS)

▶ Apprenticeship program information - search

Description of apprenticeship programs | Definitions used

**Search available apprenticeship programs by selecting a county and an occupation group**

Data is current as of 03/22/2013

**Disclaimer**  
The following listing of registered program sponsors does not necessarily signify they are taking applications for apprenticeship or employment. Program sponsors determine individually when they will take applications. Please contact program sponsors to check on open application periods.

Select a county: All counties

Select an occupation: All occupations

Search

More information

**Division of Apprenticeship Standards (DAS)**

**Quick Links**

- ▶ Become an apprentice
- ▶ Find an apprenticeship program
- ▶ Find a registered apprentice
- ▶ Train employees through apprenticeship
- ▶ Use apprentices on public works projects
- ▶ I built it!
- ▶ Apprenticeship Council meetings
- ▶ DIR Laws and Regulations

**About DAS**

- ▶ About Us (Overview of DAS)
- ▶ Contact
- ▶ Locations

DAS Home

(You may access the Department of Apprenticeship Standards (DAS) directly @ [www.dir.ca.gov/DAS](http://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](http://www.dir.ca.gov/DAS) to research available apprenticeship programs by selecting a specific county and an occupation group)*



### CAC - Public works training fund contributions

#### Division of Apprenticeship Standards (DAS)

##### Training Fund Search

This search function allows awarding agencies, labor and contract compliance organizations, contractors, and other interested parties to view and print a specific contractor's Training Fund contribution paid to the California Apprenticeship Council for the previous 24 months. The payment of the training funds is regulated by California Labor Code 1777.5(m)(1)

Please enter the contractor's license number to begin search.

If you do not know the contractor's license number you may search for it at this site: [www.cslb.ca.gov](http://www.cslb.ca.gov)

For employers without a Contractors license you may look up the id number that was assigned

If you have any comments, questions or suggestions please send them to [trainingfund@dir.ca.gov](mailto:trainingfund@dir.ca.gov)

#### Division of Apprenticeship Standards (DAS)

##### Quick Links

- ▶ [Become an apprentice](#)
- ▶ [Find an apprenticeship program](#)
- ▶ [Find a registered apprentice](#)
- ▶ [Train employees through apprenticeship](#)
- ▶ [Program sponsors](#)
- ▶ [Use apprentices on public works projects](#)
- ▶ [I built it!](#)
- ▶ [Apprenticeship Council meetings](#)
- ▶ [DIR Laws and Regulations](#)
- ▶ [Veterans](#)

##### About DAS

- ▶ [About Us \(Overview of DAS\)](#)
- ▶ [Contact](#)
- ▶ [Locations](#)

[DAS Home](#)

#### About DIR

- [Who we are](#)
- [DIR Divisions, Boards & Commissions](#)
- [Contact DIR](#)

#### Work with Us

- [Licensing, registrations, certifications & permits](#)
- [Notification of activities](#)
- [Public Records Act](#)

#### Learn More

- [Site Map](#)
- [Frequently Asked Questions](#)
- [Jobs at DIR](#)

# **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

## 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 <http://www.dir.ca.gov/h/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. This form must be uploaded into LCPTracker with proof of service included. 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 must be uploaded into LCPTracker with proof of service included. The form may be downloaded at: <http://www.dir.ca.gov/DAS/PublicWorksForms.htm> or under the e-Documents tab in LCPTracker.net

⇒ 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 15<sup>th</sup>.**

**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. The apprentice certificate is to be uploaded into LCPTracker prior to approval. 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. A form signed by the employee is uploaded into LCPtracker.net. If the employer does not have a form there is one available in the eDocuments tab on LCPtracker.net

### **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. The Contractor shall perform with its own organization and with the assistance of workers under its immediate superintendence, work of a value not less than twenty percent (20%) of the value of all work in the contract.
- 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.

*Pursuant to Labor Code Section 1776, the City of Sacramento will impose penalties of \$100 per day per worker for each day the documentation that is requested is considered late (beyond the 10 days from when notice is given), even if the information you eventually submit is found to be correct. This information is to be uploaded into LCPtracker.net. If you have been asked to make any corrections to the documents submitted, we ask that you make the requested corrections and re-upload the corrected document into LCPtracker as soon as possible. As progress payments may be delayed while these items are outstanding, it would be in your best interest to see that these documents are provided as soon as possible.*

**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**

## **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 start of their work on the construction project. Please check all boxes that apply.

### **5. Fringe Benefit Statement:**

- a) Asterisk or note any form of benefits that are included in the payroll reports should be listed out as an "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 hourly rate 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: (Checked box 1 on the DAS 140)**
  - 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**

**Classification Worksheet**

A separate form must be filled out for each contractor/subcontractor performing on the project.

<b>Project Name</b>	
<b>Project Number</b>	
<b>Contractor Name</b>	
<b>Contact Name</b>	
<b>Contact Phone</b>	
<b>Contact Email</b>	
<b>CSLB/Certificate #</b>	

**Classification(s) being Utilized** (check all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> Asbestos          | <input type="checkbox"/> Carpet/Linoleum       |
| <input type="checkbox"/> Electricians      | <input type="checkbox"/> Laborers              |
| <input type="checkbox"/> Pile Drivers      | <input type="checkbox"/> Sheet Metal           |
| <input type="checkbox"/> Boilermaker       | <input type="checkbox"/> Cement Mason          |
| <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Millwrights           |
| <input type="checkbox"/> Pipe Trades       | <input type="checkbox"/> Sound/Communication   |
| <input type="checkbox"/> Bricklayers       | <input type="checkbox"/> Drywall Finisher      |
| <input type="checkbox"/> Glaziers          | <input type="checkbox"/> Operating Engineer    |
| <input type="checkbox"/> Plasterer         | <input type="checkbox"/> Surveyor              |
| <input type="checkbox"/> Carpenter         | <input type="checkbox"/> Drywall/Lather        |
| <input type="checkbox"/> Iron Workers      | <input type="checkbox"/> Painters              |
| <input type="checkbox"/> Roofers           | <input type="checkbox"/> Teamster              |
| <input type="checkbox"/> Tile Workers      | <input type="checkbox"/> 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 Address and Title)

**City of Sacramento**  
PW-300 Form

**Instructions:** The Prime Contractor and all Subcontractors are required to submit the PW-300 via LCPTracker.net. If there are no subs or suppliers, state on the PW-300 and upload. If you are a Subcontractor with no additional lower tier subs place the Prime Contractor information in the Prime Contractor box and list yourself as the Subcontractor. Fill out the information that is known. If you are a Subcontractor with lower tier subs please put your company name under the Prime Contractor field and all subs under the Subcontractors List field. Please refer to Public Contract Code 4107 regarding changes to subcontractor listing. If there are any changes made to this list during the duration of the project which might include an additional subcontractor/supplier or eliminating a subcontractor/supplier then a revision to the PW-300 Form is required.

<b>PRIME CONTRACTOR</b>	
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 #
<b>SUBCONTRACTORS LIST</b>	
<b>SUBCONTRACTOR</b>	<b>Contact</b>
Name	Phone
Address:	Email
City, State, Zip	Estimated Start Date:
Contractor Lic. #	Estimated Completion Date
Description of services	LBE/EBE/DBE
Contract \$ Value	
<b>SUBCONTRACTOR</b>	<b>Contact</b>
Name	Phone
Address:	Email
City, State, Zip	Estimated Start Date:
Contractor Lic. #	Estimated Completion Date
Description of services	LBE/EBE/DBE
Contract \$ Value	
<b>SUBCONTRACTOR</b>	<b>Contact</b>
Name	Phone
Address:	Email
City, State, Zip	Estimated Start Date:
Contractor Lic. #	Estimated Completion Date
Description of services	LBE/EBE/DBE
Contract \$ Value	

*Add additional pages if necessary.*

**City of Sacramento**  
PW-300 Form

**SUBCONTRACTORS LIST**

Name	Contact
Address:	Phone
City, State, Zip	Email
Contractor Lic. #	Estimated Start Date:
Description of services	Estimated Completion Date
Contract \$ Value	LBE/EBE/DBE
<b>SUBCONTRACTOR</b>	
Name	Contact
Address:	Phone
City, State, Zip	Email
Contractor Lic. #	Estimated Start Date:
Description of services	Estimated Completion Date
Contract \$ Value	LBE/EBE/DBE
<b>SUBCONTRACTOR</b>	
Name	Contact
Address:	Phone
City, State, Zip	Email
Contractor Lic. #	Estimated Start Date:
Description of services	Estimated Completion Date
Contract \$ Value	LBE/EBE/DBE
<b>SUBCONTRACTOR</b>	
Name	Contact
Address:	Phone
City, State, Zip	Email
Contractor Lic. #	Estimated Start Date:
Description of services	Estimated Completion Date
Contract \$ Value	LBE/EBE/DBE
<b>SUBCONTRACTOR</b>	
Name	Contact
Address:	Phone
City, State, Zip	Email
Contractor Lic. #	Estimated Start Date:
Description of services	Estimated Completion Date
Contract \$ Value	LBE/EBE/DBE
<b>SUBCONTRACTOR</b>	
Name	Contact
Address:	Phone
City, State, Zip	Email
Contractor Lic. #	Estimated Start Date:
Description of services	Estimated Completion Date
Contract \$ Value	LBE/EBE/DBE

**City of Sacramento**  
PW-300 Form

*Add additional pages if necessary.*

**SUPPLIERS LIST**

Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
<b>SUPPLIER</b>	
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
<b>SUPPLIER</b>	
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
<b>SUPPLIER</b>	
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
<b>SUPPLIER</b>	
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
<b>SUPPLIER</b>	

*Add additional pages if necessary.*

I have completed the documentation accurately and to the best of my knowledge. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# 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](http://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**

**Statement of Employer Payments  
"Fringe Benefit Statement"**

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the below contract, the hourly rates for fringe benefits, payment made for employees on the various classes of work are tabulated below. 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 the hourly amount in the corresponding category. Training Fund Contributions can never be paid to the employee directly.

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 \_\_\_\_\_

CLASSIFICATION(S) USED/EFFECTIVE DATE		CONTRIBUTION PER CLASSIFICATION/ PER HOUR		
CONTRIBUTIONS	WEEKLY <input type="checkbox"/>	MONTHLY <input type="checkbox"/>	QUARTERLY <input type="checkbox"/>	ANNUALLY <input type="checkbox"/>

**PENSION**

NAME OF PLAN \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_  
 ADMINISTRATOR \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

CLASSIFICATION(S) USED/EFFECTIVE DATE		CONTRIBUTION PER CLASSIFICATION/ PER HOUR		
CONTRIBUTIONS:	WEEKLY <input type="checkbox"/>	MONTHLY <input type="checkbox"/>	QUARTERLY <input type="checkbox"/>	ANNUALLY <input type="checkbox"/>

**VACATION/HOLIDAY**

NAME OF PLAN \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_  
 ADMINISTRATOR \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

CLASSIFICATION(S) USED/EFFECTIVE DATE		CONTRIBUTION PER CLASSIFICATION/ PER HOUR		
CONTRIBUTIONS:	WEEKLY <input type="checkbox"/>	MONTHLY <input type="checkbox"/>	QUARTERLY <input type="checkbox"/>	ANNUALLY <input type="checkbox"/>

**TRAINING**

NAME OF PLAN \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_  
 ADMINISTRATOR \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

CLASSIFICATION(S) USED/EFFECTIVE DATE		CONTRIBUTION PER CLASSIFICATION/ PER HOUR		
CONTRIBUTIONS:	WEEKLY <input type="checkbox"/>	MONTHLY <input type="checkbox"/>	QUARTERLY <input type="checkbox"/>	ANNUALLY <input type="checkbox"/>

**OTHER**

NAME OF PLAN \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

ADMINISTRATOR \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

**OTHER**

NAME OF PLAN \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

ADMINISTRATOR \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

**OTHER**

NAME OF PLAN \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

ADMINISTRATOR \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

**OTHER**

NAME OF PLAN \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

ADMINISTRATOR \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

**OTHER**

NAME OF PLAN \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

ADMINISTRATOR \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

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 OR a letter from the JATC or UNION stating that the contractor is approved to train apprentices.**
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.

## 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 AWARDED 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**

**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 .....

**Effective until:**

- Revoked**
- End of Project** (Enter project name and address in Area Covered above)
- Date** .....  
Date
- Other** .....  
Specify

**Accepted:  
DIVISION OF APPRENTICESHIP STANDARDS**

**EFFECTIVE DATE**

[SIGNED] By ..... Date .....

**Apprenticeship Consultant**

**REMARKS:**

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF APPRENTICESHIP STANDARDS

**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)				
OCCUPATIONS				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

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: <input type="checkbox"/> No: <input type="checkbox"/>
			COUNTY OF RESIDENCE
OCCUPATION			O*Net code
TERM OF APPRENTICESHIP		STRAIGHT TIME	
Hours Within	Years	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 4  Four  
 1  One 5  Five  
 2  Two 6  Six or More  
 3  Three

(Voluntary)  
 D. Highest Year of Education Completed  
 1  8th Grade or less 6  1 Year of College  
 2  9th Grade 7  2 Years of College  
 3  10th Grade 8  3 Years of College  
 4  11th Grade 9  4 or more Years of College  
 5  12th Grade (or GED Certificate)

(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: \_\_\_\_\_

Contractor Requesting Dispatch:

To Applicable Apprenticeship Committee:

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

License No. \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax 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)



## **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 and fringes are paid directly to an approved JATC or Union Shop please state so and fill out on the Training Fund Contribution Union Contractor form that is provided and available to be downloaded on LCPtracker. Filled out forms can be uploaded into LCPtracker.net under the 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](http://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 information 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 **BUTTON ON** 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 V 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		\$	\$ 0.00
2)	Select a county	Select an occupation		\$	\$ 0.00
3)	Select a county	Select an occupation		\$	\$ 0.00
4)	Select a county	Select an occupation		\$	\$ 0.00

DAS CAC Training Fund Contributions

5)	Select a county	Select an occupation	\$	\$ 0.00
6)	Select a county	Select an occupation	\$	\$ 0.00
7)	Select a county	Select an occupation	\$	\$ 0.00
8)	Select a county	Select an occupation	\$	\$ 0.00
9)	Select a county	Select an occupation	\$	\$ 0.00
10)	Select a county	Select an occupation	\$	\$ 0.00
11)	Select a county	Select an occupation	\$	\$ 0.00
12)	Select a county	Select an occupation	\$	\$ 0.00
13)	Select a county	Select an occupation	\$	\$ 0.00
14)	Select a county	Select an occupation	\$	\$ 0.00
15)	Select a county	Select an occupation	\$	\$ 0.00
16)	Select a county	Select an occupation	\$	\$ 0.00
17)	Select a county	Select an occupation	\$	\$ 0.00
18)	Select a county	Select an occupation	\$	\$ 0.00
19)	Select a county	Select an occupation	\$	\$ 0.00
20)	Select a county	Select an occupation	\$	\$ 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:



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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, Department of Industrial Relations, California Apprenticeship Council, P.O. Box 101325, Pasadena, CA 91189-0005.

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.

**TRAINING FUND CONTRIBUTIONS  
VERIFICATION FORM UNION CONTRACTORS**

**\*\*Training Fund Contributions are due on the 15<sup>th</sup> 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				
	JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.				
NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	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	

**AUTHORIZATION FOR PAYROLL DEDUCTION**

**Project Name:**  
**Project Number:**  
**Employee Name:**

- 1) Reason for Deduction:  
Percentage/Amount of Deduction: %                      **OR \$\$**                      Start Date  
Frequency of Deduction:  
Termination Date:
  
- 2) Reason for Deduction:  
Percentage/Amount of Deduction: %                      **OR \$\$**                      Start Date  
Frequency of Deduction:  
Termination Date:
  
- 3) Reason for Deduction:  
Percentage/Amount of Deduction: %                      **OR \$\$**                      Start Date  
Frequency of Deduction:  
Termination Date:
  
- 4) Reason for Deduction:  
Percentage/Amount of Deduction: %                      **OR \$\$**                      Start Date  
Frequency of Deduction:  
Termination Date:
  
- 5) Reason for Deduction:  
Percentage/Amount of Deduction: %                      **OR \$\$**                      Start Date  
Frequency of Deduction:  
Termination Date:
  
- 6) Reason for Deduction:  
Percentage/Amount of Deduction: %                      **OR \$\$**                      Start Date  
Frequency of Deduction:  
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

**Contractors Certificate of Completion - Form 264**

To be completed by the Prime Contractor at time of completion.

<b>Project Name &amp; Number</b>	
<b>Contractor Name</b>	

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**

City of  
**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. If any changes are made or substitution of sub-contractors are approved a new form should be uploaded and Labor Compliance should be notified.
- ✓ **Authorization Letter for Signing Certified Payroll** - This is due prior to the submission of the first Certified Payroll Report and must be signed.
- ✓ **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. All boxes must be checked and it must be signed.
- ✓ **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](mailto: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/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](mailto: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) **PW-300- List of all sub-contractors and suppliers.** (This is updated if changes occur)
- 4) **Checklist of Labor Law Requirements-** (All boxes checked and signed)
- 5) **Public Works Contract Award Information (DAS 140)** (With verification)
- 6) **Request for Dispatch of an Apprentice (DAS 142)** (With verification)
- 7) **Fringe Benefit Statement Form-**(For Each Determination)  
(Due before first Certified Payroll and then only when a change occurs)
- 8) **Authorization for Payroll Deduction** (Original signature required)  
(Deductions other than standard deductions must be authorized by the employee)

### Labor Compliance Forms Due Weekly:

- **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. Refer to wage determination that is provided by the DIR for the applicable 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.

## 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 <http://www.dir.ca.gov/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. **498 of 698**

- ⇒ 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 15<sup>th</sup>.**

### **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

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**APPENDIX A – ENVIRONMENTAL MITIGATION AND MONITORING PLAN**

Environmental Mitigation and Monitoring

## Roseville Road Bridge Replacement Project Mitigation Reporting Program

In January 1989, Assembly Bill 3180 went into effect requiring the City to monitor all mitigation measures applicable to this project and included in the Mitigated Negative Declaration. For this project, mitigation reporting will be performed by the City of Sacramento Department of Transportation in accordance with the monitoring and reporting program developed by the City to implement AB 3180.

This Mitigation Reporting Program is being prepared for the Community Development Department, Environmental Planning Services, 300 Richards Boulevard, 3<sup>rd</sup> Floor, Sacramento, CA 95811, pursuant to the California Environmental Quality Guidelines, Section 21081.

**Project Number:** T15068500

**Project Name:** Roseville Road Bridge Replacement

**Project Location:** The Roseville Road Bridge over Arcade Creek is located along a two-lane segment of Roseville Road paralleled on the west by UPRR tracks and on the east by the Haggin Oaks Golf Complex. The project site is in the City of Sacramento, Sacramento County, approximately 0.5 mile north of Connie Drive and 0.33 mile east of Business 80 (Capital City Freeway).

**Project Description:** The proposed project would replace the two-lane bridge on Roseville Road over Arcade Creek with a new bridge that meets current design standards and is compatible with future improvements. The project would also include the addition of shoulders and sidewalks to the new bridge to accommodate existing and future bicycle traffic, and improvements to the road approaches on both sides of the bridge.

**MITIGATION REPORTING PROGRAM CHECKLIST FOR THE  
Roseville Road Bridge Replacement Project (Project #T15068500)**

Mitigation Measure	Timing of Implementation	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<b>1. Air Quality</b>				
<p><b>Mitigation Measure AQ-1: Basic Construction Emission Control Practices</b> Due to the nonattainment status of the basin with respect of ozone, PM10, and PM2.5, the District recommends that projects implement the following set of Basic Construction Emission Control Practices as best management practices regardless of the significance determination.</p> <ul style="list-style-type: none"> <li>• Water all exposed surfaces two times daily. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads.</li> <li>• Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered.</li> <li>• Use wet power vacuum street sweepers to remove any visible trackout mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited.</li> <li>• Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).</li> <li>• All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.</li> <li>• Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [required by California Code of Regulations, Title 13, sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site.</li> <li>• Maintain all construction equipment in proper working condition according to manufacturer's specifications. The equipment must be checked by a certified mechanic and determined to be running in proper condition before it is operated.</li> </ul>	During construction	City of Sacramento		

Mitigation Measure	Timing of Implementation	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p align="center"><b>2. Biological Resources</b></p> <p><b>Mitigation Measure BIO-1: Install Fencing to Protect Biologically Sensitive Areas Adjacent to the Project Area</b></p> <p><i>The City or its contractor will install orange construction barrier fencing to identify environmentally sensitive areas (e.g., sensitive natural communities, heritage trees, active bird nests). A qualified biologist will identify sensitive biological resources adjacent to the construction area before the final design plans are prepared so that the areas to be fenced can be included in the plans. The protected areas will be clearly identified as environmentally sensitive areas on the construction specifications. The construction barrier fencing will be in place before construction activities are initiated. The fencing will be maintained by the City or its contractor throughout the duration of the construction period. If the fencing is removed, damaged, or otherwise compromised during the construction period, construction activities will cease until the fencing is replaced.</i></p> <p><i>The following paragraph will be included in the construction specifications:</i></p> <p><i>The contractor's attention is directed to the areas designated as "environmentally sensitive areas." These areas are protected, and no entry by the contractor for any purpose will be allowed unless specifically authorized in writing by the City. The contractor will take measures to ensure that contractor's forces do not enter or disturb these areas, including giving written notice to employees and subcontractors. Vehicle operation, material and equipment storage, and other surface-disturbing activities are prohibited within the fenced environmentally sensitive areas.</i></p>	Prior to and During construction	City of Sacramento		

Mitigation Measure	Timing of Implementation	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>Mitigation Measure BIO-2: Conduct Environmental Awareness Training for Construction Employees</b></p> <p>The City will retain a qualified biologist to develop and conduct environmental awareness training for construction employees on the importance of onsite biological resources, including sensitive natural communities; native trees to be retained; special-status wildlife habitats for western pond turtles (Arcade Creek); nests and nest trees of special-status birds; roosting habitat for bats; and the threat of invasive plant infestation, how to identify invasive species, and how to control and prevent the spread of such infestations. The environmental awareness program will be provided to all construction personnel to brief them on the life history of special-status species in or adjacent to the project area, the need to avoid impacts on sensitive biological resources, any terms and conditions required by state and federal agencies, and the penalties for not complying with biological mitigation requirements. If new construction personnel are added to the project, the contractor's superintendent will ensure that the personnel receive the mandatory training before starting work. An environmental awareness handout will be provided to each person that describes and illustrates sensitive resources (e.g., nesting birds and raptors, western pond turtles, roosting bats, and native trees) that will be avoided during project construction and identifies all relevant permit conditions.</p>	Prior to and During construction	City of Sacramento		
<p><b>Mitigation Measure BIO-3: Avoid and Minimize Potential Indirect Disturbance of Riparian Woodland</b></p> <p>To the extent possible, the City will avoid or minimize potential indirect disturbance of riparian woodland by implementing the following measures:</p> <ul style="list-style-type: none"> <li>The potential for long-term loss of riparian vegetation will be minimized by trimming vegetation rather than removing entire shrubs. Shrubs that need to be trimmed will be cut at least 1 foot above ground level to leave the root systems intact and allow for more rapid regeneration. Trimming of shrubbery will be limited to the minimum area necessary within the construction zone. To protect nesting birds and maternity roosts/young bats, the City will not allow pruning or removal of woody riparian vegetation between February 1 and August 15.</li> <li>A certified arborist will be retained to perform any necessary pruning or root cutting of riparian trees.</li> <li>The areas that undergo vegetative pruning and tree removal will be inspected immediately before construction, immediately after construction, and 1 year after construction to determine the amount of existing vegetative cover, cover that has been removed, and cover that resprouts. If, after 1 year, these areas have not resprouted sufficiently to return the cover to the preproject level, the City will replant the areas with the same species to reestablish the cover to the preproject level.</li> </ul>	During construction	City of Sacramento/ DFG		

Mitigation Measure	Timing of Implementation	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>Mitigation Measure BIO-4: Compensate for Temporary and Permanent Loss of Riparian Woodland</b></p> <p>The City will compensate for temporary and permanent loss of riparian woodland as follows:</p> <ul style="list-style-type: none"> <li>The City will compensate for construction-related loss of riparian woodland by replanting the temporarily disturbed area with the native species removed.</li> <li>The City will compensate for the permanent loss of riparian woodland at a minimum ratio to be determined through coordination with state and federal agencies as part of the permitting process for the proposed project.</li> <li>The City will compensate for temporary disturbances of riparian woodland onsite. A mitigation planting plan will be developed by the City, in consultation with regulatory agencies that will include a species list, the number of each species, planting locations, and maintenance requirements. Plantings will consist of cuttings taken from local plants, or plants grown from local material obtained in the Arcade Creek watershed. Planted species will be based on those removed from the project area and will include valley oak, interior live oak, willows, and Fremont's cottonwood. Suitable native understory species, such as sedge species, mugwort, California wild rose, and California wild grape, also will be planted.</li> <li>Plantings will be monitored annually for 3 years or as required in the project permits. A minimum of 75% of the plantings will have survived at the end of the monitoring period for mitigation to be considered successful. If the survival criterion is not met at the end of the monitoring period, planting and monitoring will be repeated until the survival criterion is met. Additional enhancement measures could include removal of invasive species in and adjacent to the project area, such as elmleaf blackberry, and replacement with a native cover, such as California blackberry, grown from local stock.</li> </ul>	<p>Prior to and Immediately Following construction</p>	<p>City of Sacramento/ DFG</p>		

Mitigation Measure	Timing of Implementation	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>Mitigation Measure BIO-5: Protect Water Quality and Prevent Erosion in Drainages and Wetlands</b></p> <p>The City will protect water quality in drainages and wetlands that are outside the project footprint. Features to be protected include Arcade Creek, its associated unnamed intermittent drainages (IS-1 and IS-2), and wetlands in and adjacent to the project area. The City will implement best management practices (BMPs) and the water quality measures described in the water quality study prepared for the project (City of Sacramento 2009) before and during construction.</p> <p>A storm water pollution prevention plan (SWPPP) will be prepared and implemented for the proposed project and will include the following provisions and protocols:</p> <ul style="list-style-type: none"> <li>• Discharge from dewatering operations, if needed, and runoff from disturbed areas will conform to the water quality requirements of the waste discharge permit issued by the RWQCB.</li> <li>• Material stockpiles will be located in non-traffic areas only. Side slopes will not be steeper than 2:1.</li> <li>• Erosion control measures will be applied throughout construction of the proposed project. The SWPPP will detail the applications and types of measures and the allowable exposure of unprotected soils.</li> <li>• The contractor will conduct periodic maintenance of erosion and sediment control measures.</li> <li>• All temporary erosion and sediment control measures will be removed after the working area is stabilized or as directed by the engineer.</li> <li>• An appropriate seed mix of native species will be planted on disturbed areas upon completion of construction.</li> </ul>	<p>Prior to and During construction</p>	<p>City of Sacramento/ RWQCB</p>		

Mitigation Measure	Timing of Implementation	Reporting/Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>Mitigation Measure BIO-6: Compensate for Temporary and Permanent Loss of Drainage Habitat</b></p> <p>The City will compensate for temporary and permanent loss of drainage habitat as follows:</p> <ul style="list-style-type: none"> <li>• The City will return temporarily disturbed portions of the drainages to their original grade following construction.</li> <li>• The City will compensate for the permanent fill of other waters of the United States. The actual compensation ratios will be determined through coordination with the RWQCB and USACE as part of the permitting process.</li> <li>• The City will compensate for permanent loss of perennial and intermittent drainages by implementing one or both of the following options: <ul style="list-style-type: none"> <li>• Purchase credits for created riparian stream channel at an approved local mitigation bank.</li> <li>• The City will provide written evidence to the resource agencies that compensation has been established through the purchase of mitigation credits. The amount to be paid will be the fee in effect at the time of purchase.</li> </ul> </li> <li>• Compensate out of kind for loss of drainages by implementing Mitigation Measure 4. The riparian restoration acreage used to compensate for loss of drainages will be in addition to the acreage restored for loss of riparian habitat.</li> </ul>	<p>Prior to and Immediately Following construction</p>	<p>City of Sacramento/ USACE/ DFG/ RWQCB</p>		

Mitigation Measure	Timing of Implementation	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>Mitigation Measure BIO-7: Conduct Preconstruction Survey for Western Pond Turtle</b></p> <p>To avoid potential injury or mortality of western pond turtles, the City or its contractor will retain a qualified wildlife biologist to conduct a preconstruction survey for western pond turtles within 24 hours before the start of construction. The biologist will survey the aquatic habitat and adjacent riparian woodland habitat in the construction area. If in-water work does not start immediately, the biologist will return to the construction site immediately before the start of in-water work to conduct another preconstruction survey. If in-water work occurs in two different time periods or stops and restarts, the biologist will survey the aquatic habitat and adjacent riparian woodland habitat immediately before in-water work restarts. The biologist will remain onsite until initial in-water work is complete.</p> <p>If a turtle becomes trapped during in-water work, the biologist will relocate the individual to suitable aquatic habitat upstream or downstream of the construction area. The biologist will need to have had their DFG scientific collecting permit amended to include capture and relocation of turtles. For the remainder of construction, the biologist will remain on call in case a turtle is discovered. The construction crew will be instructed to notify the crew foreman, who will contact the biologist if a turtle is found trapped within the construction area. Work in the area where the turtle is trapped will stop until the biologist arrives and removes and relocates the turtle. The biologist will report their activities to the City and DFG within 1 day of relocating any turtle.</p>	<p>Prior to construction</p>	<p>City of Sacramento/ DFG</p>		

Mitigation Measure	Timing of Implementation	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>Mitigation Measure BIO-8: Conduct Preconstruction Nesting Bird and Bat Surveys and Implement Protective Measures if Necessary</b></p> <p>To avoid or minimize impacts on nesting migratory birds and bats, the City or its contractor will implement one or more of the following surveys and restrictions:</p> <ul style="list-style-type: none"> <li>• It is recommended that vegetation removal be conducted between August 15 and November 1 to avoid impacts on nesting birds, maternal bats and their young, and bats entering torpor in winter.</li> <li>• If construction activities, including vegetation removal, are scheduled to occur during the breeding season for migratory birds and raptors (generally between February 1 and August 15), the City will retain a qualified wildlife biologist with knowledge of the relevant species to conduct nesting surveys before the start of construction. The nesting surveys should be conducted within 15 days before the initiation of construction activities (including tree removal) that are scheduled between February 1 and August 15. Surveys for active nests will occur in the project area and up to a 0.25-mile buffer area for raptors. A minimum of three separate surveys will be conducted in those 15 days. If no active nests are detected during these surveys, no additional mitigation is required.</li> <li>• If surveys indicate that migratory bird or raptor nests are present in the project area, no-disturbance buffers will be established around the sites to avoid disturbance or destruction of the nest site until after the breeding season or until after a qualified wildlife biologist determines that the young have fledged (usually between June and August, depending on the species). The extent of these buffers will be determined by the biologist (in coordination with DFG) and will depend on the level of noise or construction disturbance, line-of-sight between the nest and disturbance, ambient levels of noise and other disturbances, and other topographic or artificial barriers. These factors will be analyzed to make an appropriate decision on buffer distances. Suitable buffer distances may vary by species.</li> <li>• If tree removal is scheduled to occur between November 1 and August 15, preconstruction acoustic surveys to determine which bat species are potentially roosting in the project area will be conducted. Based on the results of the surveys, and in consultation with DFG, protective measures such as removing trees within 1 hour before sunset and 30 minutes after sunset, monitoring tree removal activities, or other measures may be required.</li> </ul>	<p>Prior to construction</p>	<p>City of Sacramento/ DFG</p>		

Mitigation Measure	Timing of Implementation	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>Mitigation Measure BIO-9: Prevent Swallows from Nesting Adjacent to New Bridge Construction</b></p> <p>To avoid impacts on nesting swallows and other bridge-nesting migratory birds that are protected under the MBTA and CFGC, the City will implement the following measures:</p> <ul style="list-style-type: none"> <li>• The City or its contractor will hire a qualified wildlife biologist to inspect the bridge during the swallows' nonbreeding season (August 16 through February 15). If nests are found and are abandoned, they may be removed. To avoid damaging active nests adjacent to new bridge construction, nests must be removed before the breeding season begins (March 1).</li> <li>• After nests are removed, the underside of the bridge will be covered with 0.5- to 0.75-inch mesh net or poultry wire. All net installation will occur before March 1. The netting will be anchored so that swallows cannot attach their nests to the bridge through gaps in the net.</li> <li>• An alternative to netting is to remove any newly constructed nests daily until the start of construction.</li> <li>• If netting of the bridges does not occur by March 1 and swallows colonize the bridge, modifications to this structure should not begin before August 15 of that year or until a qualified biologist has determined that the young have fledged and all nest use has been completed.</li> <li>• If appropriate steps are taken to prevent swallows from constructing new nests, work can proceed at any time of the year.</li> </ul>	<p>Prior to construction</p>	<p>City of Sacramento</p>		

Mitigation Measure	Timing of Implementation	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>Mitigation Measure BIO-10: Compensate for Loss of Heritage Trees</b> Based on the requirements of the City's Heritage Tree Ordinance, the City will compensate for the removal of heritage trees. The City will submit and comply with a tree replacement mitigation plan developed in consultation with a certified arborist and any other conditions related to compliance with the Heritage Tree Ordinance and related tree removal permit.</p> <p>A mitigation planting plan will be developed that includes a species list and number of each, planting locations, and maintenance requirements. Plantings will consist of cuttings taken from local plants, or plants grown from local material. Planted species will be based on those removed from the project area and may include valley oak, interior live oak, Fremont's cottonwood, and red willow.</p> <p>Plantings will be monitored annually for 3 years or as required by project permits. A minimum of 75% of the plantings will have survived at the end of the monitoring period for mitigation to be considered successful, or as required by the City. If the survival criterion is not met at the end of the monitoring period, planting and monitoring will be repeated until the survival criterion is met. A final monitoring report will be developed by the City (or, if developed by an independent party, submitted to the City for approval) at the end of the monitoring period when the survival criterion is met.</p>	<p>Prior to and Following construction</p>	<p>City of Sacramento</p>		
<p><b>Mitigation Measure BIO-11: Avoid the Introduction and Spread of Invasive Plants</b> The City will be responsible for avoiding the introduction of new invasive plants and spread of invasive plants previously documented in the project area. Accordingly, the following measures will be implemented during construction:</p> <ul style="list-style-type: none"> <li>• Construction supervisors and managers will be educated about invasive plant identification and the importance of controlling and preventing the spread of invasive plant infestations.</li> <li>• Surface disturbance in the construction work area will be minimized to the greatest extent possible.</li> <li>• All disturbed areas will be seeded with certified weed-free native mixes and, if appropriate, mulched with certified weed-free mulch.</li> <li>• Native, noninvasive species will be used in erosion control plantings to stabilize site conditions and prevent invasive species from colonizing.</li> </ul>	<p>During construction</p>	<p>City of Sacramento</p>		

Mitigation Measure	Timing of Implementation	Reporting/Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>Mitigation Measure BIO-12: Minimize the Use of Rock Retevment to Stabilize Streambanks</b></p> <p>The City will limit the use of rock slope protection to the minimum needed to ensure long-term channel and bank stability. To the extent feasible, the City will use biotechnical methods that allow reestablishment of riparian vegetation along the affected banks. If rock revetment is required, the design will include provisions that allow soil and riparian vegetation or large woody debris to be incorporated into the rock. Performance of these plantings will be monitored in accordance with the onsite mitigation planting plan (Mitigation Measure BIO-4).</p>	During construction	City of Sacramento		
<b>3. Cultural Resources</b>				
<p><b>Mitigation Measure CR-1: Consult with Qualified Archaeologist</b></p> <p>If any historic subsurface features, artifacts, or deposits, or prehistoric subsurface archaeological features or deposits, including locally darkened soil (midden) that could conceal cultural deposits, animal bone, obsidian, or mortars are discovered during construction-related earthmoving activities, all work within 100 feet of the resource will be halted, and the City will consult with a qualified archaeologist to assess the significance of the find. A qualified archaeologist will conduct archaeological test excavations to help determine the nature and integrity of the find. If the find is determined to be significant by the archaeologist, representatives of the City and the archaeologist will coordinate to determine the appropriate course of action. All significant cultural materials recovered will be subject to scientific analysis and professional museum curation. In addition, the qualified archaeologist according will prepare a report consistent with current professional standards.</p>	During construction	City of Sacramento		
<p><b>Mitigation Measure CR-2: Consult with an Archaeologist and Native American Representatives</b></p> <p>If a Native American site is discovered, the evaluation process will include consultation with the appropriate Native American representatives. If Native American archaeological, ethnographic, or spiritual resources are involved, all identification and treatment will be conducted by qualified archaeologists who are certified by the Society of Professional Archaeologists and/or meet the federal standards as stated in Code of Federal Regulations (CFR) Title 36, Section 61, and Native American representatives who are approved by the local Native American community as scholars of the cultural traditions.</p> <p>In the event that no such Native American is available, persons who represent tribal governments or organizations in the locale in which resources could be affected will be consulted. If historic archaeological sites are involved, all identified treatment will be carried out by qualified historical archaeologists who meet either Register of Professional Archaeologists or 36 CFR 61 requirements.</p>	During construction	City of Sacramento/ Native American Heritage Commission		

Mitigation Measure	Timing of Implementation	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>Mitigation Measure CR-3: Stop Work and Consult with the County Coroner and/or Native American Heritage Commission</b></p> <p><i>If human bone or bone of unknown origin is found during construction, al work will stop within 100 feet of the find, and the county coroner will be contacted immediately. If the remains are determined to be Native American, the coroner will notify NAHC, which will notify the person most likely believed to be a descendant. The most likely descendant will work with the contractor to develop a program for re-interment of the human remains and any associated artifacts. No additional work is to take place in the immediate vicinity of the find until the identified appropriate actions have taken place.</i></p>	<p>During construction</p>	<p>City of Sacramento/ Native American Heritage Commission</p>		

**APPENDIX B – 401 CONSTRUCTION PERMIT**

401 Construction Permit

**Central Valley Regional Water Quality Control Board**

31 October 2013

Matthew Johns  
City of Sacramento  
Department of Transportation  
915 I Street, 2nd Floor  
Sacramento, CA 95814

CERTIFIED MAIL  
7013 1090 0001 3130 0195

***CLEAN WATER ACT §401 TECHNICALLY CONDITIONED WATER QUALITY  
CERTIFICATION; CITY OF SACRAMENTO DEPARTMENT OF TRANSPORTATION,  
ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT (WDID#5A34CR00548),  
SACRAMENTO COUNTY***

This Order responds to the original 22 June 2012 application and revised 22 May 2013 application submitted by City of Sacramento Department of Transportation (Applicant) for the Water Quality Certification of a bridge replacement project permanently impacting 0.007 acre/260 linear feet and temporarily impacting 0.146 acre/290 linear feet of waters of the United States.

This Order serves as certification of the United States Army Corps of Engineers' Nationwide Permit# 23 (SPK# 2010-00021) under § 401 of the Clean Water Act, and a Waste Discharge Requirement under the Porter-Cologne Water Quality Control Act and State Water Board Order 2003-0017-DWQ.

**WATER QUALITY CERTIFICATION STANDARD CONDITIONS:**

1. This Order serves as a Water Quality Certification (Certification) action that is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to § 13330 of the California Water Code and § 3867 of the California Code of Regulations.
2. This Certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed pursuant to § 3855(b) of the California Code of Regulations, and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

3. The validity of any non-denial Certification action shall be conditioned upon total payment of the full fee required under § 3860(c) of the California Code of Regulations.
4. This Certification is no longer valid if the project (as described) is modified, or coverage under § 404 of the Clean Water Act has expired.
5. All reports, notices, or other documents required by this Certification or requested by the Central Valley Regional Water Quality Control Board (Central Valley Water Board) shall be signed by a person described below or by a duly authorized representative of that person.
  - (a) For a corporation: by a responsible corporate officer such as (1) a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function; (2) any other person who performs similar policy or decision-making functions for the corporation; or (3) the manager of one or more manufacturing, production, or operating facilities if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
  - (b) For a partnership or sole proprietorship: by a general partner or the proprietor.
  - (c) For a municipality, state, federal, or other public agency: by either a principal executive officer or ranking elected official.

6. Any person signing a document under Standard Condition number 5 shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

**TECHNICAL CERTIFICATION CONDITIONS:**

In addition to the above standard conditions, the Applicant shall satisfy the following:

1. The Applicant shall notify the Central Valley Water Board in writing seven (7) days in advance of the start of any work within waters of the United States. The notification shall include the name of the project and the WDID number, and shall be sent to the Central Valley Water Board Contact indicated in this Certification.
2. Except for activities permitted by the United States Army Corps of Engineers under § 404 of the Clean Water Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.

3. The Applicant shall maintain a copy of this Certification and supporting documentation (Project Information Sheet) at the Project site during construction for review by site personnel and agencies. All personnel (employees, contractors, and subcontractors) performing work on the proposed project shall be adequately informed and trained regarding the conditions of this Certification.
4. The Applicant shall perform surface water sampling:
  - a) when performing any in-water work;
  - b) in the event that project activities result in any materials reaching surface waters; or
  - c) when any activities result in the creation of a visible plume in surface waters.

The monitoring requirements in Table 1 shall be conducted upstream out of the influence of the project, and 300 feet downstream of the work area. The sampling frequency may be modified for certain projects with written approval from Central Valley Water Board staff.

**Table 1:**

Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method
Turbidity	NTU	Grab <sup>(1)</sup>	Every 4 hours during in-water work	(2, 4)
Settleable Material	mL/L	Grab <sup>(1)</sup>	Every 4 hours during in-water work	(2)
Visible construction related pollutants <sup>(3)</sup>	Observations	Visual Inspections	Continuous throughout the construction period	—
pH	Standard Units	Grab <sup>(1)</sup>	Every 4 hours during in-water work	(2, 4)

<sup>(1)</sup> Grab samples shall not be collected at the same time each day to get a complete representation of variations in the receiving water.

<sup>(2)</sup> Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff.

<sup>(3)</sup> Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

<sup>(4)</sup> A hand-held field meter may be used, provided the meter utilizes a USEPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

Surface water monitoring shall occur at mid-depth. A surface water monitoring report shall be submitted to the Central Valley Water Board Contact indicated in this Certification within two weeks of initiation of sampling and every two weeks thereafter. In reporting the monitoring data, the Applicant shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the project complies with Certification requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria below.

If no monitoring is conducted, the Applicant shall submit a written statement to the Central Valley Water Board Contact indicated in the Certification stating, "No monitoring was required." with the Notice of Completion.

5. The Central Valley Water Board adopted a *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fourth Edition, revised October 2011 (Basin Plan) that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for all waters addressed through the plan. Turbidity and settleable matter limits are based on water quality objectives contained in the Basin Plan and are part of this Certification as follows:

- a) Activities shall not cause turbidity increases in surface water to exceed:
  - i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTUs;
  - ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
  - iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
  - iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs; and
  - v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

Except that these limits will be eased during in-water working periods to allow a turbidity increase of 15 NTUs over background turbidity. In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior approval of the Central Valley Water Board staff.

- b) Activities shall not cause settleable matter to exceed 0.1 mL/L in surface waters as measured in surface waters within 300 feet downstream of the project.
  - c) Activities shall not cause pH to be depressed below 6.5 nor raised above 8.5 in surface water.
6. The Applicant shall notify the Central Valley Water Board immediately if the above criteria for turbidity, settleable matter, pH, or other water quality objectives are exceeded.

7. In-water work shall occur during periods of no flow and no precipitation.
8. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Applicant must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.
9. The Applicant shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the project. The Plan must detail the project elements, construction equipment types and location, access and staging and construction sequence. The Plan must also address spill response and prevention measures for potential spills that may occur within the project site.
10. Raw cement, concrete (or washing thereof), asphalt, drilling fluids, lubricants, paints, coating material, oil, petroleum products, or any other substances which could be hazardous to fish and wildlife resulting from or disturbed by project-related activities, shall be prevented from contaminating the soil and/or entering waters of the United States.
11. Concrete must completely be cured before coming into contact with waters of the United States. Surface water that contacts wet concrete must be pumped out and disposed of at an appropriate off-site commercial facility, which is authorized to accept concrete wastes.
12. A method of containment must be used below the bridge(s), boardwalk(s), and temporary crossing(s) to prevent debris from falling into the stream channels and adjacent areas through the entire duration of the project.
13. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the United States through the entire duration of the project.
14. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the project area.
15. All areas disturbed by project activities shall be protected from washout or erosion.
16. All temporarily affected areas shall be restored to pre-construction contours and conditions upon completion of construction activities.
17. Hydroseeding shall be performed with California native seed mix.

18. All materials resulting from the project shall be removed from the site and disposed of properly.
19. This Certification does not allow permanent water diversion of flow from the receiving water. This Certification is invalid if any water is permanently diverted as a part of the project.
20. If temporary surface water diversions and/or dewatering are anticipated, the Applicant shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) shall include the proposed method and duration of diversion activities. The Surface Water Diversion and/or Dewatering Plan(s) must be consistent with this Certification.
21. When work in a flowing stream is unavoidable and any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the State below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate Technical Certification Condition 5 of this Certification.
22. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.
23. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete, asphalt, paint, coating material, drilling fluids, or other construction-related potentially hazardous substances to surface water and/or soil is prohibited. In the event of a prohibited discharge, the Applicant shall notify the Central Valley Water Board Contact within 24-hours of the discharge. Activities shall not cause visible oil, grease, or foam in the receiving water.
24. The Applicant shall apply for a name change or amendment to this Certification should any of the following occur: (a) a change in the ownership of all or any portion of the Roseville Road Bridge Replacement Project ;(b) any change in the project description; (c) any change involving discharge amounts, temporary impacts, and/or permanent impacts; and/or (d) amendments, modifications, revisions, extensions, and/or changes to the United States Army Corps of Engineers' Permit or the California Department of Fish and Wildlife Streambed Alteration Agreement.
25. The Applicant shall comply with all California Department of Fish and Wildlife requirements, including but not limited to those requirements described in Lake or Streambed Alteration Agreement No. 1600-2012-0119-R2.
26. The Applicant shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of

one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres.

27. The Conditions in this Certification are based on the information in the attached "Project Information Sheet." If the actual project, as described in the attached Project Information Sheet, is modified or changed, this Certification is no longer valid until amended by the Central Valley Water Board.
28. The Applicant shall implement each of the mitigation measures specified in the approved Mitigated Negative Declaration for the project, as they pertain to biology, hydrology and water quality impacts as required by § 21081.6 of the Public Resource Code and § 15097 of the California Code of Regulations.
29. In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. The applicability of any state law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation constitutes a limitation necessary to ensure compliance with this Certification.
  - (a) If the Applicant or a duly authorized representative of the project fails or refuses to furnish technical or monitoring reports, as required under this Certification, or falsifies any information provided in the monitoring reports, the applicant is subject to civil liability, for each day of violation, and/or criminal liability.
  - (b) In response to a suspected violation of any condition of this Certification, the Central Valley Water Board may require the Applicant to furnish, under penalty of perjury, any technical or monitoring reports the Central Valley Water Board deems appropriate, provided that the burden, including cost of the reports, shall be in reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
  - (c) The Applicant shall allow the staff of the Central Valley Water Board, or an authorized representative(s), upon the presentation of credentials and other documents, as may be required by law, to enter the project premises for inspection, including taking photographs and securing copies of project-related records, for the purpose of assuring compliance with this Certification and determining the ecological success of the project.
30. The Applicant shall provide a Notice of Completion (NOC) no later than 30 days after the project completion. The NOC shall demonstrate that the project has been carried out in accordance with the project description in the Certification and in any approved amendments. The NOC shall include a map of the project location(s), including final boundaries of any on-site restoration area(s), if appropriate, and representative pre and post construction photographs. Each photograph shall include a descriptive title, date taken, photographic site, and photographic orientation.

31. The Applicant shall provide evidence of all on-site and off-site compensatory mitigation, including, but not limited to, the creation of intermittent stream as required by the United States Army Corps of Engineers within 90 days following completion of the Project to the Central Valley Water Board.

Compensatory mitigation must comply with the effective policy at the time of Certification, which ensures no overall net loss of wetlands for impacts to waters of the State.

**CENTRAL VALLEY WATER BOARD CONTACT:**

Marisa Van Dyke, Environmental Scientist  
Central Valley Regional Water Quality Control Board  
11020 Sun Center Drive, Suite 200  
Rancho Cordova, CA 95670-8114  
marisa.vandyke@waterboards.ca.gov  
(916) 464-4644

**CALIFORNIA ENVIRONMENTAL QUALITY ACT:**

The City of Sacramento is the Lead Agency responsible for compliance with the California Environmental Quality Act for the Roseville Road Bridge Replacement Project pursuant to § 21000 et seq. of the Public Resources Code. The City of Sacramento approved a Mitigated Negative Declaration on 27 March 2012. The City of Sacramento filed a Notice of Determination with the State Clearinghouse on 28 March 2012 (State Clearinghouse Number 2012012004).

The Central Valley Water Board is a responsible agency for the project. The Central Valley Water Board has determined that the Mitigated Negative Declaration is in accordance with the requirements of the California Environmental Quality Act.

The Central Valley Water Board has reviewed and evaluated the impacts to water quality identified in the Mitigated Negative Declaration. The mitigation measures discussed in the Mitigated Negative Declaration to minimize project impacts to waters of the State are required by this Certification.

With regard to the remaining impacts identified in the Mitigated Negative Declaration, the corresponding mitigation measures proposed are within the responsibility and jurisdiction of other public agencies.

**WATER QUALITY CERTIFICATION:**

I hereby issue an Order certifying that any discharge from the City of Sacramento, Roseville Road Bridge Replacement Project (WDID#5A34CR00548) will comply with the applicable provisions of § 301 ("Effluent Limitations"), § 302 ("Water Quality Related Effluent Limitations"), § 303 ("Water Quality Standards and Implementation Plans"), § 306 ("National Standards of Performance"), and § 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Resources Control Board Water Quality Order No. 2003-0017 DWQ "Statewide General Waste Discharge Requirements For Dredged Or Fill Discharges That Have Received State Water Quality Certification (General WDRs)".

Except insofar as may be modified by any preceding conditions, all Certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in compliance with the conditions of this Certification, the City of Sacramento's application package, and the attached Project Information Sheet, and (b) compliance with all applicable requirements of the *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fourth Edition, revised October 2011.

  
Pamela C. Creedon  
Executive Officer

Enclosure: Project Information Sheet

Attachment: Figure 1 – Project Location  
Figure 2 – Preliminary Delineation of Wetlands and Other Waters

cc: Distribution List, page 14

## PROJECT INFORMATION SHEET

**Application Date:** 22 June 2012 and revised application received 22 May 2013

**Applicant:** Matthew Johns  
City of Sacramento, Department of Transportation  
915 I Street, 2nd Floor  
Sacramento, CA 95814

**Applicant Representative:** Michael Vondergeest  
ICF International  
630 K Street, Suite 400  
Sacramento, CA 95814

**Project Name:** Roseville Road Bridge Replacement Project

**Application Number:** WDID#5A34CR00548

**Date Application Deemed Complete:** 19 June 2013

**Type of Project:** Bridge Replacement

**Timeframe of Project Implementation:** The Project must be constructed 1 June through 31 October or as required by the Department of Fish and Wildlife.

**Project Location:** Section 15, Township 9 North, Range 5 East, MDB&M.  
Latitude: 38°37'52.52"N and Longitude: 121°24'46.31" W

**County:** Sacramento County

**Receiving Water(s) (hydrologic unit):** Arcade Creek tributary to the Sacramento River, Sacramento Hydrologic Basin, American River Hydrologic Unit #514.23, Folsom Reservoir HSA

Unnamed stream channel tributary to Arcade Creek, Sacramento Hydrologic Basin, American River Hydrologic Unit #514.23, Folsom Reservoir HSA

**Water Body Type:** Streambed, Riparian

**Designated Beneficial Uses:** The *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fourth Edition, revised October 2011 (Basin Plan) has designated beneficial uses for surface and ground waters within the region. Beneficial uses that could be impacted by the project include, but are not limited to: Municipal and Domestic Water Supply (MUN); Agricultural Supply (AGR); Industrial Supply (IND); Hydropower Generation (POW); Groundwater Recharge (GWR); Water Contact Recreation (REC-1); Non-Contact Water Recreation (REC-2); Warm Freshwater Habitat (WARM); Cold Freshwater Habitat (COLD); Preservation of Biological Habitats of Special Significance (BIOL); Rare, Threatened, or

Endangered Species (RARE); Migration of Aquatic Organisms (MIGR); Spawning, Reproduction, and/or Early Development (SPWN); and Wildlife Habitat (WILD). A comprehensive and specific list of the beneficial uses applicable for the project area can be found at [http://www.waterboards.ca.gov/centralvalley/water\\_issues/basin\\_plans/index.shtml](http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/index.shtml).

**303(d) List of Water Quality Limited Segments:** Arcade Creek and an unnamed stream channel are the receiving waters for the Roseville Road Bridge Replacement Project. Arcade Creek is on the 303(d) list for Chlorpyrifos, Copper, Diazinon, Malathion, Pyrethroids, and Sediment Toxicity. This project, as conditioned with mitigation to prevent transportation of sediment due to the project activity, should not impact an already impaired water body. The most recent list of approved water quality limited segments is found at: [http://www.waterboards.ca.gov/water\\_issues/programs/tmdl/integrated2010.shtml](http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2010.shtml).

**Project Description:** The Roseville Road Bridge Replacement Project (Project) is located along Roseville Road in the city of Sacramento approximately one-third of a mile north of Interstate Business 80. The Project consists of replacing the existing Roseville Road Bridge over Arcade Creek with a similar pre-cast concrete structure. The new bridge will be larger and span over the 200-year high-water elevation per the requirements of the Central Valley Flood Protection Board. In addition, realignment of the bridge approach will permanently fill an adjacent tributary to Arcade Creek.

The existing 210-foot long and 24-foot wide bridge and associate abutments and piles will be replaced with a pre-cast concrete voided slab bridge. The new 250-foot long and 48-foot wide bridge will be expanded to meet pedestrian and automobile safety requirements. Two bridge abutments will be constructed on cast-in-drilled-hole piles located on each stream bank and rock slope protection will be installed below the abutments. The additional bridge supports include 2 piers within the stream channel and 1 pier outside of the ordinary high water mark. Each pier will consist of 6 piles. The Applicant has not proposed to construct temporary trestles within the stream channel.

The construction of the abutments and piers will include raw concrete materials. The Applicant will install a temporary check dam prior to construction activities to divert surface water flow south of the construction area. Per the United States Army Corps Engineers requirements, all construction activities within the stream channel will occur during no flow conditions. Temporary sediment barriers will be installed immediately downstream of the construction area to prevent debris from entering the downstream channel. The proposed temporary water diversion and sediment barriers will be removed from the stream channel prior to the rain season. The Applicant expects to complete the Project within a single dry season and plans on closing the road during construction of the Project.

To accommodate the new dimensions of the bridge, the eastern and western bridge approaches will be realigned. The realignment of the road will permanently fill the adjacent intermittent stream channel, named IS-2 (Figure 2), with rock slope protection and soil.

Vegetation will be removed in areas within the Project site to allow access for the construction equipment. Existing access routes will be used including the Union Pacific Railroad access

points along Roseville Road at the northern and southern ends of the Project area. Staging will occur in two locations set back from the stream channels. The existing bridge components and debris will be collected and disposed at an appropriate disposal site and will not be placed near the stream channel and banks.

The project will permanently impact 0.007 acre/260 linear feet and temporarily impact 0.146 acre/290 linear feet of waters of the United States.

**Preliminary Water Quality Concerns:** Construction activities may impact surface waters with increased turbidity, settleable matter, and pH.

**Proposed Mitigation to Address Concerns:** The Applicant will implement Best Management Practices to control sedimentation and erosion. The Applicant will conduct turbidity, settleable matter, and pH testing during in-water work, stopping work if Basin Plan criteria are exceeded or are observed. All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities to provide 1:1 mitigation for temporary impacts.

**Excavation/Fill Area:** The Applicant does not anticipate excavation activities within waters of the United States. The construction activities will include removal of the existing bridge, abutments, and piles from waters of the United States.

Approximately 166 cubic yards of soil material, 18 cubic yards of rock slope protection, and 110 cubic yards of concrete will be placed into waters of the United States.

**Dredge Volume:** None

**California Integrated Water Quality System Impact Data:** The Project will permanently and temporarily impact streambed and riparian areas as described in Table 2.

**Table 2: Impacts from Fill Activities**

Fill Type	Permanent			Temporary		
	Acres	Linear Feet	Cubic Yards	Acres	Linear Feet	Cubic Yards
Stream Channel						
Intermittent Stream (IS-2)	0.006	260	74	0.001	50	0
Arcade Creek	0.001	-	110	0.145	240	110
<b>Stream Total</b>	<b>0.007</b>	<b>260</b>	<b>184</b>	<b>0.146</b>	<b>290</b>	<b>110</b>
Riparian Area						
Riparian Area Total	<b>0.263</b>	-	-	<b>0.060</b>	-	-
<b>Total Impacts</b>	<b>0.270</b>	<b>260</b>	<b>184</b>	<b>0.206</b>	<b>290</b>	<b>110</b>

**United States Army Corps of Engineers File Number:** SPK #2010-00021

**United States Army Corps of Engineers Permit Type:** Nationwide Permit #23

**California Department of Fish and Wildlife Lake or Streambed Alteration Agreement:**  
1600-2012-0119-R2

**Possible Listed Species:** Western pond turtle

**Status of CEQA Compliance:** The City of Sacramento approved a Mitigated Negative Declaration on 27 March 2012. The City of Sacramento filed a Notice of Determination with the State Clearinghouse on 28 March 2012 (State Clearinghouse Number 2012012004).

The Central Valley Water Board will file a Notice of Determination with the State Clearinghouse as a responsible agency within five (5) days of the date of this Certification.

**Compensatory Mitigation:** As required by the Army Corps of Engineers, the Applicant will create 0.006 acre/260 linear feet of intermittent stream to mitigate for 0.007 acre of impacts to waters of the United States. The creation of intermittent stream will be implemented at the toe of the road fill within water feature IS-2, as described in the March 2013 Nationwide Permit 23, Pre-Construction Notification, Roseville Road Bridge Replacement Project, Sacramento County, California, SPK#2010-00021 prepared by ICF International. The Applicant is required to complete the construction of the intermittent stream within 30 days following completion of the bridge replacement project. Additionally, the Applicant will provide evidence of construction of this compensatory mitigation project to the Central Valley Water Board within 90 days following completion of the Project.

The Central Valley Water Board is not requesting additional compensatory mitigation for the Roseville Road Bridge Replacement Project.

**Application Fee Provided:** Total fees of \$6,136.00 have been submitted to the Central Valley Water Board as required by § 3833(b)(3)(A) and § 2200(a)(3) of the California Code of Regulations.

**DISTRIBUTION LIST**

Lisa Gibson  
United States Army Corps of Engineers  
Sacramento District Office  
Regulatory Division  
1325 J Street, Suite 1350  
Sacramento, CA 95814-2922

United States Fish & Wildlife Service  
Sacramento Fish & Wildlife Office  
2800 Cottage Way  
Sacramento, CA 95825

National Marine Fisheries Service  
650 Capitol Mall, Suite 5-100  
Sacramento, CA 95814-4708

Amy Kennedy  
Department of Fish and Wildlife  
LSAA Program  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670

Bill Jennings  
CA Sportfishing Protection Alliance  
3536 Rainier Avenue  
Stockton, CA 95204

Bill Orme (Electronic copy only)  
401 Certification and Wetlands Unit Chief  
State Water Resources Control Board

Jason A. Brush (Electronic copy only)  
Wetlands Office Supervisor (WTR-8)  
United States Environmental Protection Agency

Michael Vonderqeest  
ICF International  
630 K Street, Suite 400  
Sacramento, CA 95814

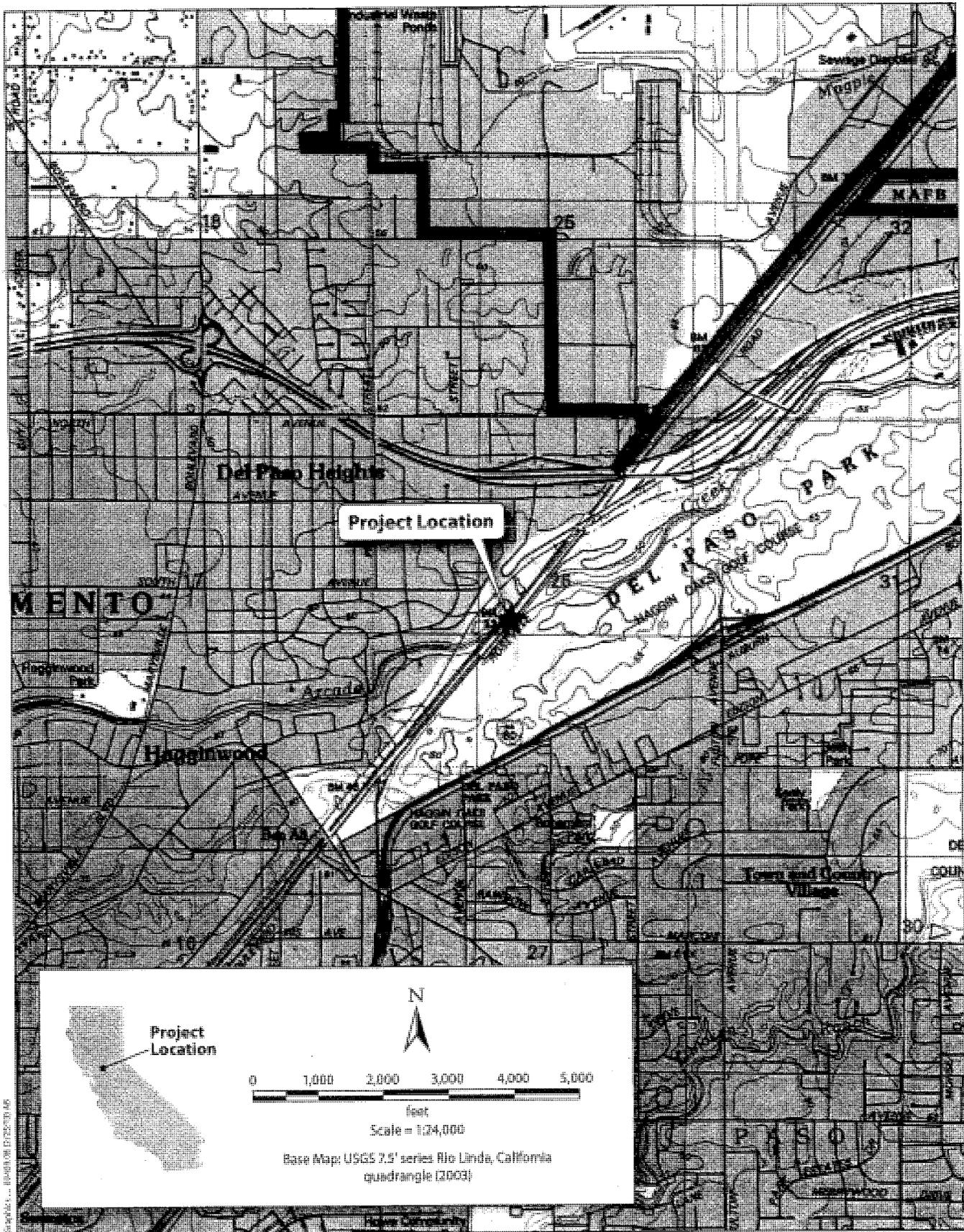


Figure 1  
Project Location

**Figure 2**

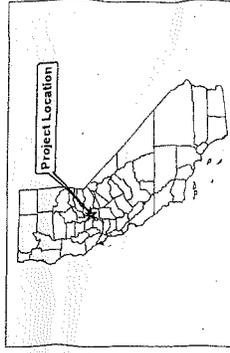
Preliminary Delineation of Wetlands and Other Waters  
 Roseville Road Bridge Replacement Project  
 Sacramento County, California

January 23, 2012

	Acres
Wetlands	
Depressional Wetland	0.058
W-1	
Other Waters	0.128
Perennial and Intermittent Drainages	
IS-1	0.121
IS-2	0.007
Arcade Creek	0.457
OW-1	
<b>Total Waters Mapped</b>	<b>0.643</b>

**Legend**

- Upland Data Point
- Wetland Data Point
- Direction of Flow
- ▭ Delineation Area (14,626 acres)



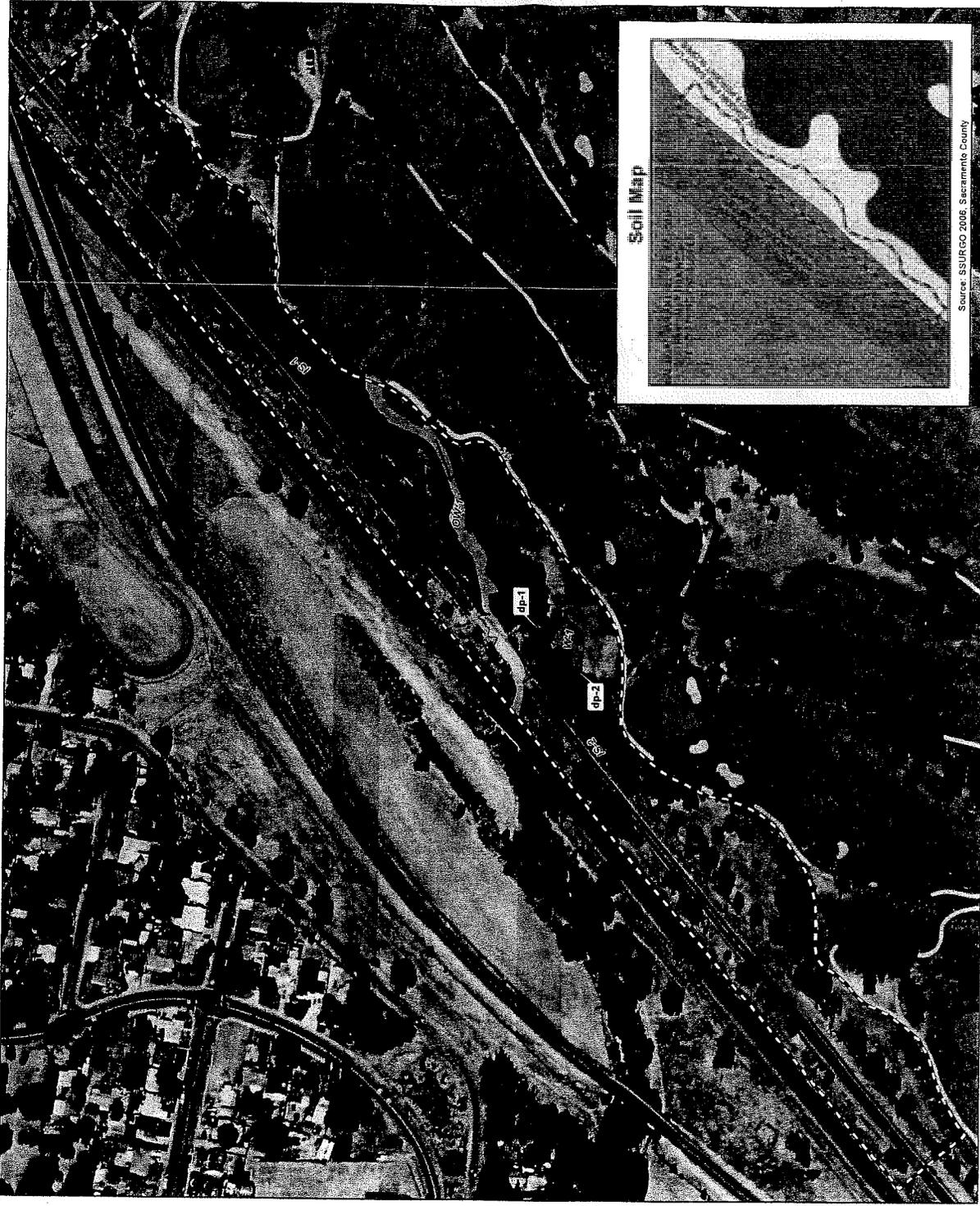
Aerial Photo Source: Aerials USA, 2006

Delineated By: J. Holson  
 Drawn By: S. Selim  
 Verified By: TBD  
 U.S. Army Corps of Engineers Regulatory File #: TBD

Revision	By	Date

Prepared for:  
 Caltrans  
 1209 L Street  
 Sacramento, California 95814  
 Contact: Susan D. Bauer

Prepared by:  
**ICF**  
 620 K Street, Suite 400  
 Sacramento, California 95814  
 Office: 916-757-3000



Source: SSURGO 2006, Sacramento County

**APPENDIX C – 404 CONSTRUCTION PERMIT**

404 Construction Permit



DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO  
CORPS OF ENGINEERS  
1325 J STREET  
SACRAMENTO CA 95814-2922

REPLY TO  
ATTENTION OF

March 18, 2013

Regulatory Division (SPK-2010-00021)

City of Sacramento  
Department of Transportation  
Attn: Mr. Matthew Johns  
915 I Street, Room 2000  
Sacramento, California 95814

Dear Mr. Johns:

We are responding to your March 12, 2013, request for a Nationwide Permit (NWP) for the Roseville Road Bridge Replacement project. This approximately 3.11-acre project involves activities, including discharges of dredged or fill material, in waters of the United States to replace the existing Roseville Road Bridge bridge with a new bridge. The project is located along Roseville Road, in Section 15, Township 9 North, Range 5 East, Mount Diablo Meridian, Latitude 38.6315° North, Longitude 121.4123° West, in the City of Sacramento, Sacramento County, California.

Based on the information you provided, the proposed activity, resulting in the permanent loss of approximately 0.007 acre of waters of the U.S., including 0.006 acre of IS-2 and 0.001 acre of Arcade Creek, and temporary impacts to approximately 0.146 acre of waters of the U.S., including 0.001 acre of IS-2 and 0.145 acre of Arcade Creek, is authorized by Nationwide Permit Number 23, *Approved Categorical Exclusions*. **However, until Section 401 Water Quality Certification for the activity has been issued or waived, our authorization is denied without prejudice. Once you have provided us evidence of water quality certification, the activity is authorized and the work may proceed subject to the conditions of certification and the Nationwide Permit.** Your work must comply with the general terms and conditions listed on the enclosed Nationwide Permit information sheets and the enclosed *Final Sacramento District Regional Conditions for California* (regional conditions). Please pay particular attention to general conditions 2, 4, 6, 9-14, 17, 19, 21, 23, 25, 27, 29 and 30 and regional conditions 5, 6, 8 and 10-14. In addition, your work must comply with the following special conditions:

Special Conditions

1. To mitigate for the loss of 0.006 acre (260 linear feet) of IS-2, you shall re-create 0.006 acre (260 linear feet) of intermittent stream at the toe of the road fill, as described in the March 2013 *Nationwide Permit 23, Pre-Construction Notification, Roseville Road Bridge Replacement Project, Sacramento County, California, SPK# 2010-00021* (Pre-Construction Notification), prepared by ICF International. The construction of the intermittent stream shall be completed within 30-days following completion of the bridge replacement project.
2. You shall conduct all work when the project area is naturally dewatered, or is dewatered in accordance with the March 2013 Pre-Construction Notification. No work shall be conducted in flowing waters of Arcade Creek.
3. You shall use only clean and nontoxic fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete with exposed

reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

4. All material removed as part of the demolition of the existing Roseville Road Bridge shall be disposed of in an upland location outside of the floodplain. No material shall be placed within waters of the U.S., or within areas that contain sensitive plant or animal species or cultural resources.

You must sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the authorized work.

This verification is valid until March 18, 2017, when the existing Nationwide Permits are scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified, reissued or revoked, you will have twelve (12) months from the date of the modification, reissuance or revocation of the NWP to complete the activity under the present terms and conditions. Failure to comply with the General and Regional Conditions of this Nationwide Permit, or the project-specific Special Conditions of this authorization, may result in the suspension or revocation of your authorization.

We would appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing the customer survey on our website under *Customer Service Survey*.

Please refer to identification number SPK-2010-00021 in any correspondence concerning this project. If you have any questions, please contact me at email [Lisa.M.Gibson2@usace.army.mil](mailto:Lisa.M.Gibson2@usace.army.mil), or telephone 916-557-5288. For more information regarding our program, please visit our website at [www.spk.usace.army.mil/Missions/Regulatory.aspx](http://www.spk.usace.army.mil/Missions/Regulatory.aspx).

Sincerely,



Lisa M. Gibson  
Senior Project Manager  
California South Branch

Enclosures

Copies Furnished without enclosures:

- Mr. Michael Vondergeest, ICF International, 630 K Street, Suite 400, Sacramento, California 95814
- Ms. Kellie Berry, Sacramento Valley Branch, Endangered Species Division, U.S. Fish and Wildlife Service, 2800 Cottage Way, Suite W2605, Sacramento, California 95825-3901
- Mr. Paul Jones, U.S. Environmental Protection Agency, Region IX, Wetlands Regulatory Office (WTR-8), 75 Hawthorne Street, San Francisco, California 94105-3901
- Mr. Kent Smith, California Department of Fish and Game, Region 2, 1701 Nimbus Road, Rancho Cordova, California 95670-4599
- Ms. Elizabeth Lee, Storm Water and Water Quality Certification Unit, Central Valley Regional Water Quality Control Board, 11020 Sun Center Drive #200, Rancho Cordova, California 95670-6114

**APPENDIX D – 1602 STREAM BED ALTERATION AGREEMENT**

1602 Stream Bed Alteration Agreement



DEPARTMENT OF FISH AND WILDLIFE

Charlton H. Bonham, Director

North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670-4599  
916-358-2900  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)



JUN 17 2013

Date

Matthew Johns  
City of Sacramento,  
Department of Transportation  
915 I Street, Room 2000  
Sacramento, CA 95814

Subject: Final Lake or Streambed Alteration Agreement  
Notification No. 1600-2012-0119 -R2  
Roseville Road Bridge Replacement Project

Dear Mr. Johns:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Roseville Road Bridge Replacement Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a notice of determination (NOD) on the same date it signed the Agreement. The NOD was based on information contained in the Mitigated Negative Declaration for the Roseville Road Bridge Replacement Project the lead agency prepared for the Project.

Under CEQA, filing a NOD starts a 30-day period within which a party may challenge the filing agency's approval of the project. You may begin your project before the 30-day period expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Amy Kennedy, Environmental Scientist at 916-358-2842 or [amy.kennedy@wildlife.ca.gov](mailto:amy.kennedy@wildlife.ca.gov).

Sincerely,

Tina Bartlett  
Regional Manager

ec: Amy Kennedy, Environmental Scientist  
[Amy.Kennedy@wildlife.ca.gov](mailto:Amy.Kennedy@wildlife.ca.gov)

*Conserving California's Wildlife Since 1870*

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
NORTH CENTRAL REGION  
1701 NIMBUS ROAD, SUITE A  
RANCHO CORDOVA, CA 95670



STREAMBED ALTERATION AGREEMENT  
NOTIFICATION No. 1600-2012-0119-R2  
ROSEVILLE ROAD BRIDGE REPLACEMENT PROJECT

CITY OF SACRAMENTO  
ARCADE CREEK

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (Department) and the City of Sacramento (Permittee) or as represented by Matthew Johns.

## RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified the Department on June 21<sup>st</sup>, 2012, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, the Department has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

## PROJECT LOCATION

The project is located at on Arcade Creek, tributary to the Sacramento River, in the City and County of Sacramento, State of California. Section 15, Township 9 North, Range 5 East, of the Rio Linda U.S. Geological Survey (USGS) map; Latitude 38° 37' 52.52" N, Longitude 121° 24' 46.31" W.

## PROJECT DESCRIPTION

The project is limited to the replacement of the Roseville Road Bridge over Arcade Creek. The existing bridge is structurally deficient. The replacement bridge will be wider to accommodate shoulders and sidewalks, and higher to provide a 3- foot freeboard over the 200-year flood level of Arcade Creek. The bridge will be replaced in-kind with a precast, pre-stressed concrete bridge, placed on abutments and three piers (six

columns per pier). Rock slope protection (RSP) will be placed below each abutment for erosion and scour protection.

A temporary check-dam will be constructed of clean earthen fill immediately upstream of the bridge to catch any stream flow. Water will be diverted directly downstream through a bypass pipe.

The project will remove approximately 44 trees that range in diameter from 3" to 36". Riparian replacement trees will be planted onsite, or at an offsite location within the Arcade Creek Watershed.

Permanent and temporary to jurisdictional waters are as follows;

<b>Water Body</b>	<b>Permanent Impacts</b>	<b>Temporary Impacts</b>	<b>Total Acres and Linear Feet (l.f)</b>
Arcade Creek	0.001 acres	0.145 acres	0.146 acres/240 l.f
Intermittent Drainage (IS-2)	0.006 acres/ 260 l.f	0.01 acres/ 50 l.f	0.007 acres/310 l.f
Intermittent Drainage (IS-1)	Avoided	Avoided	Avoided
Seasonal Wetland (W-1)	Avoided	Avoided	Avoided
<b>Total Impacts</b>	<b>0.007 ac./260 l.f</b>	<b>0.146 ac./291 l.f</b>	<b>0.153 ac./550 l.f</b>

## **PROJECT IMPACTS**

Existing fish or wildlife resources the project could substantially adversely affect include: Warm water fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: loss or decline of riparian and/or emergent marsh habitat; loss or decline of instream woody material; change to, or loss or decline of natural bed substrate; disruption to nesting birds and other wildlife; disturbance from project activity; change in shading or insolation leading to vegetative change;

## **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily

available at the project site at all times and shall be presented to Department personnel, or personnel from another state, federal, or local agency upon request.

- 1.2 **Providing Agreement to Persons at Project Site.** Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 **Notification of Conflicting Provisions.** Permittee shall notify the Department if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, the Department shall contact Permittee to resolve any conflict.
- 1.4 **Project Site Entry.** Permittee agrees that the Department personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 **Does Not Authorize "Take."** This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Operator shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required state and federal threatened and endangered species permits.

## **2. Avoidance and Minimization Measures**

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 **Work Period.** Work within or adjacent to Arcade Creek shall be confined to the period June 1<sup>st</sup> to October 31<sup>st</sup>.
- 2.2 **Work Period Modification.** If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period by the Department representative who reviewed the project, or if unavailable, through contact with the Regional office (see below for contact information). Permittee shall submit a written request for a work period variance to the Department. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the discretion of the Department. The Department will review the written request to work outside of the established work

period. The Department reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. The Department will have ten (10) calendar days to review the proposed work period variance.

**2.3 Work Period in Dry Weather Only.** Work within or adjacent to the active channel of Arcade Creek shall be restricted to periods of low stream flow and dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation. Construction activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72 hour weather forecast indicates a 20% or less chance of precipitation, provided no work occurs in the stream bed if water is flowing. If a construction phase may cause the introduction of sediments into the stream: 1) no phase of the project shall be started unless all work for that phase and all associated erosion control measures are completed prior to the onset of precipitation; and 2) no phase of the project shall commence unless all equipment and materials are removed from the channel at least 12 hours prior to the onset of precipitation and all associated erosion control measures are in place prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by the Department.

**2.4 Stream Diversion.** When work in a flowing stream is unavoidable, Permittee shall divert the stream flow around or through the work area during construction operations, while maintaining appropriate flows in the natural channel for aquatic species. Permittee shall restore normal flows to the effected stream immediately upon completion of work at that location.

**2.4.1** If flowing water is present or reasonably anticipated, the Permittee shall submit for approval a detailed water diversion/dewatering plan to the Department. Dewatering structures may include the use of sand bag, Port-a-dams, water bladder dams, K-rails or driven sheet metal coffer dams. The Department will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. The Permittee may not commence the dewatering of the stream / the diversion of water without the explicit approval from the Department.

**2.5 No Heavy Equipment in Stream.** No heavy equipment shall operate in the portion of the stream bed where flowing water is present or anticipated during the term of this Agreement.

**2.5.1 Minimize Vehicle Incursions Near Stream.** Minimize vehicle access to stream.

**2.5.2 Minimize Vehicle Parking.** Vehicles may enter and exit the Work Area as

necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the state.

- 2.6 **Pre-commencement Surveys.** If construction, grading, or other project-related improvements are scheduled during March 1<sup>st</sup> to September 1st, the nesting season for Swainson's hawks and other migratory birds, a focused survey for the species that may occur in the project area shall be conducted by a qualified biologist within 7 days prior to the beginning to project-related activities. The results of the survey shall be emailed to R2LSA@wildlife.ca.gov. Refer to Notification Number 1600-2012-0119-R2 when submitting the survey to the Department.

If a listed species (or nesting bird) is found, Permittee shall consult with the appropriate agency, the Department and/or the United States Fish & Wildlife Service (USFWS), regarding appropriate action to comply with the Endangered Species Act and/or Migratory Bird Treaty Act of 1918 and the Fish & Game Code of California. If a lapse in project-related work of 15 days or longer occurs, another focused survey and if required, consultation with the Department and USFWS, shall be required before project work can be reinitiated.

- 2.7 **Vegetation Removal.** Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for trees marked for removal on plans submitted to and approved by the Department, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a Department representative. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the work sites.
- 2.8 **Tree Removal.** Only trees that are identified in the Permittee's Notification Form, as submitted to the Department shall be removed. Trees identified for removal shall be clearly marked with highly visible marking around the entire circumference of the trunk. Any cutting of trees shall be at ground level whenever possible, with the root mass left in place to maintain bank stability and allow for potential re-growth.
- 2.9 **Stabilize Exposed Areas.** Permittee shall stabilize all exposed/disturbed areas within the project site to the greatest extent possible. Techniques used for stabilization shall be pre-approved by the Department or by seeding as described below.
- 2.9.1 **Seeding Requirement.** Permittee shall restore all exposed/disturbed areas and access points within the work area, by seeding with a sterile or locally native grass mix, unless otherwise agreed upon with the Department. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 shall be

covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket. **Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets) which may cause entrapment of wildlife, shall not be allowed.**

- 2.10 Stream Materials. Rock, gravel, and/or other materials shall not be imported to, taken from or moved within the bed or banks of the stream except as otherwise addressed in this Agreement.
- 2.11 Bank Stabilization. Permittee shall construct bank stabilization with suitable non-erodible materials that will withstand wash out. The bank stabilization material shall extend above the normal high-water mark. Only clean material such as, rock riprap that is free of trash, debris and deleterious material shall be used as bank stabilization. Asphalt shall not be considered an acceptable material.
- 2.12 Rock Slope Protection. Un-grouted rock slope protection (RSP) and energy dissipater materials shall consist of clean rock, competent for the application, sized and properly installed to resist washout. RSP slopes shall be supported with competent boulders keyed into a footing trench with a depth sufficient to properly seat the footing course boulders and prevent instability (typically at least 1/3 diameter of footing course boulders).
- 2.13 Minimize Turbidity and Siltation. Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures and best management erosion control practices; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain.
- 2.14 Removal of Silt from Barriers. Permittee shall remove silt collected around the silt barriers on an as needed basis to prevent silty/turbid water from flowing around the silt barriers during storm events. Silt barriers which trap sediment shall be removed upon completion of permanent crossing installations and after all flowing water is cleared of turbidity in a manner that will not introduce silt to the stream. The stream shall then be restored to a clean and natural condition.
- The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season).
- 2.15 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the

project related activities shall be prevented from contaminating the soil and/or entering the waters of the State.

- 2.16 **Remove Structures.** Project related structures and associated materials not designed to withstand high water flows or placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life, wildlife, or riparian habitat shall be moved to areas above high water before such flows occur.
- 2.17 **Removal of Debris, Materials and Rubbish.** Permittee shall remove all Project generated debris, building materials and rubbish from the stream and from areas within one hundred and fifty (150) feet of the high water mark / where such materials could be washed into the stream following completion of Project activities.
- 2.18 **Project Plans.** All work shall be done according to the plans submitted to the Department along with their Notification package. The Permittee shall submit to the Department those portions final construction plans that affect Arcade Creek and associated riparian vegetation within the project limits. The Department shall review the final plans and, at the discretion of the Department, plan modifications that differ from the submitted design may require an amendment to this Agreement. If substantial modifications are made to the plans, the Department may void this Agreement and the Operator must submit a new notification. The Department, within 21 days of receipt of such plan modifications or within a time determined by mutual agreement, shall provide to the Permittee its proposals as to measures necessary to protect fish and wildlife.

### **3. Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 **Mitigation and Monitoring Plan.** At least fifteen (15) days prior to the commencement of the project activities, the Permittee shall submit a Mitigation and Monitoring Plan to the Department for review and written approval. The Mitigation and Monitoring Plan shall include the tree (and shrub) species to be used, success criteria, monitoring & reporting, and corrective actions to be taken when mitigation measures do not meet the proposed success criteria. The Mitigation and Monitoring Plan shall ensure no net loss of habitat or fish and wildlife resource values. Replacement planting should occur within the Arcade Creek Corridor whenever possible.

### **4. Reporting Measures**

Permittee shall meet each reporting requirement described below.

- 4.1 The Permittee shall notify the Department within two working days of beginning work within or adjacent to Arcade Creek. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 4.2 Upon completion of the project activities, the Permittee shall notify the Department of project completion and shall submit digital photographs within 30 days. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

## **CONTACT INFORMATION**

Any communication that Permittee or the Department submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or the Department specifies by written notice to the other.

### To Permittee:

City of Sacramento  
Department of Transportation  
ATTN: Matthew Johns  
915 I Street, Room 2000  
Sacramento, CA 95814  
916-808-5760, FAX: 916-808-8281  
MJohns@cityofsacramento.org

### Contact person

Michael Vondergeest  
ICF International  
630 K Street, Suite 400  
Sacramento, CA 95814  
916-231-9570, FAX: 916-737-3030  
Michael.vondergeest@icfi.com

### To The Department:

Department of Fish and Wildlife  
North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670  
Attn: Lake and Streambed Alteration Program  
Notification # 1600-2012-0119-R2  
Phone: 916-358-2885, FAX: 916-358-2912

Email: R2LSA@wildlife.ca.gov

## **LIABILITY**

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute the Department's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

## **SUSPENSION AND REVOCATION**

The Department may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before the Department suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before the Department suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused the Department to issue the notice.

## **ENFORCEMENT**

Nothing in the Agreement precludes the Department from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects the Department's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

### **AMENDMENT**

The Department may amend the Agreement at any time during its term if the Department determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by the Department and Permittee. To request an amendment, Permittee shall submit to the Department a completed Department "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in the Department's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

### **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter the Department approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to the Department a completed Department "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in the Department's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

### **EXTENSIONS**

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to the Department a completed Department "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in the Department's current

fee schedule (see Cal. Code Regs., tit. 14, § 699.5). The Department shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC § 1605, subd. (f)).

### **EFFECTIVE DATE**

The Agreement becomes effective on the date of the Department's signature, which shall be: 1) after Permittee's signature; 2) after the Department complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at [http://www.dfg.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html).

### **TERM**

This Agreement shall expire **five years from the date signed by the Department**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

**AUTHORITY**

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

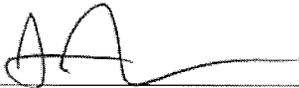
**AUTHORIZATION**

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify the Department in accordance with FGC section 1602.

**CONCURRENCE**

The undersigned accepts and agrees to comply with all provisions contained herein.

**FOR THE CITY OF SACRAMENTO**

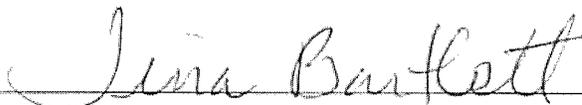


Matthew Johns  
Title

6-10-13

Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**



Tina Bartlett  
Regional Manager

6/17/13

Date

Prepared by: Amy Kennedy  
Environmental Scientist

**APPENDIX E – CVFPB CONSTRUCTION PERMIT**

Central Valley Flood Protection Board Construction Permit

**CENTRAL VALLEY FLOOD PROTECTION BOARD**

3310 El Camino Ave., Rm. 151  
SACRAMENTO, CA 95821  
(916) 574-0609 FAX: (916) 574-0682  
PERMITS: (916) 574-0685 FAX: (916) 574-0682



2013 JUL 10 AM 8 29

RECEIVED  
CITY OF SACRAMENTO  
ENGINEERING DIV

July 5, 2013

Mr. Matthew Johns  
City of Sacramento  
915 I Street  
Sacramento, California 95814

Subject: Board Permit No. 18787 BD

Enclosed is your approved Central Valley Flood Protection Board Encroachment Permit No. 18787 BD.

Under General Condition FOUR of the permit, you are required to accomplish the work under direction and supervision of the Department of Water Resources; therefore, you must advise the Board and Department by contacting the Board by telephone at (916) 574-0609, and by sending the enclosed postcard to the Department at least ten days prior to starting your project.

Please note that the permit grants the work proposed and constructed in your project description. This permit, in addition to the twelve (12) standard conditions, includes special conditions, which may place limitations on or require modifications to your project. You are advised to read all conditions prior to starting the project. Commencing any work under this permit shall constitute an acceptance of the provisions of the permit and an agreement to perform accordingly. This permit does not relieve you from the responsibility for obtaining authorization from any State, local, or federal agencies for your proposed project.

Please refer to your permit number when communicating with this office. For further information please contact Sungho Lee at (916) 574-2384, or by email at [lees@water.ca.gov](mailto:lees@water.ca.gov).

Sincerely,

Eric Butler, Chief  
Projects and Environmental Branch

Enclosure

PLACE  
STAMP  
HERE

DEPT OF WATER RESOURCES  
DFM/FPIS CHIEF  
3310 EL CAMINO AVE. STE 200  
SACRAMENTO CA 95821-6340

State Inspector should contact:

Permittee's Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

I am requesting a pre-construction meeting with an inspector under the approved  
Permit No. \_\_\_\_\_. I am also requesting a start date of \_\_\_\_\_ for the  
work under this permit.

\_\_\_\_\_  
Applicant's Signature Date

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
**THE CENTRAL VALLEY FLOOD PROTECTION BOARD**

**PERMIT NO. 18787 BD**

**This Permit is issued to:**

City of Sacramento  
915 I Street  
Sacramento, California 95814

Replacement of Roseville Road bridge over Arcade Creek (Bridge No. 24C-0003).

The project is located where Roseville Road crosses over Arcade Creek approximately one-half mile north of Connie Drive, one-third mile west of Business 80 (Capital City Freeway), and along the western boundary of the Haggin Oaks Golf Complex (Section 26,27,31,32, T9N, R5E, MDB&M, City of Sacramento, Arcade Creek, Sacramento County).

**NOTE:** Special Conditions have been incorporated herein which may place limitations on and/or require modification of your proposed project as described above.

(SEAL)

Dated: JUL - 5 2013

  
Executive Officer

**GENERAL CONDITIONS:**

**ONE:** This permit is issued under the provisions of Sections 8700 – 8723 of the Water Code.

**TWO:** Only work described in the subject application is authorized hereby.

**THREE:** This permit does not grant a right to use or construct works on land owned by the Sacramento and San Joaquin Drainage District or on any other land.

**FOUR:** The approved work shall be accomplished under the direction and supervision of the State Department of Water Resources, and the permittee shall conform to all requirements of the Department and The Central Valley Flood Protection Board.

**FIVE:** Unless the work herein contemplated shall have been commenced within one year after issuance of this permit, the Board reserves the right to

Page 1 of 6

change any conditions in this permit as may be consistent with current flood control standards and policies of The Central Valley Flood Protection Board.

**SIX:** This permit shall remain in effect until revoked. In the event any conditions in this permit are not complied with, it may be revoked on 15 days' notice.

**SEVEN:** It is understood and agreed to by the permittee that the start of any work under this permit shall constitute an acceptance of the conditions in this permit and an agreement to perform work in accordance therewith.

**EIGHT:** This permit does not establish any precedent with respect to any other application received by The Central Valley Flood Protection Board.

**NINE:** The permittee shall, when required by law, secure the written order or consent from all other public agencies having jurisdiction.

**TEN:** The permittee is responsible for all personal liability and property damage which may arise out of failure on the permittee's part to perform the obligations under this permit. If any claim of liability is made against the State of California, or any departments thereof, the United States of America, a local district or other maintaining agencies and the officers, agents or employees thereof, the permittee shall defend and shall hold each of them harmless from each claim.

**ELEVEN:** The permittee shall exercise reasonable care to operate and maintain any work authorized herein to preclude injury to or damage to any works necessary to any plan of flood control adopted by the Board or the Legislature, or interfere with the successful execution, functioning or operation of any plan of flood control adopted by the Board or the Legislature.

**TWELVE:** Should any of the work not conform to the conditions of this permit, the permittee, upon order of The Central Valley Flood Protection Board, shall in the manner prescribed by the Board be responsible for the cost and expense to remove, alter, relocate, or reconstruct all or any part of the work herein approved.

#### **SPECIAL CONDITIONS FOR PERMIT NO. 18787 BD**

**THIRTEEN:** All work completed under this permit, as directed by the general and special conditions herein, shall be accomplished to ensure that the work is not injurious to adopted plans of flood control, regulated streams, and designated floodways under Board jurisdiction, as defined in California Code of Regulations, Title 23. This permit only applies to the completion of work in the project description located within, or adjacent to and having bearing on Board jurisdiction, and which directly or indirectly affects the Board's jurisdiction. This special condition shall apply to all subsequent conditions herein.

#### **LIABILITY AND INDEMNIFICATION**

**FOURTEEN:** The permittee shall defend, indemnify, and hold the Central Valley Flood Protection Board and the State of California, including its agencies, departments, boards, commissions, and their respective officers, agents, employees, successors and assigns (collectively, the "State"), safe and harmless, of and from all claims and damages related to the Central Valley Flood Protection Board's approval of this permit, including but not limited to claims filed pursuant to the California Environmental Quality Act. The State expressly reserves the right to supplement or take over its defense, in its sole discretion.

**FIFTEEN:** The permittee is responsible for all liability associated with construction, operation, and maintenance of the permitted facilities and shall defend, indemnify, and hold the Central Valley Flood Protection Board and the State of California; including its agencies, departments, boards, commissions, and their respective officers, agents, employees, successors and assigns (collectively, the "State"), safe and harmless, of and from all claims and damages arising from the project undertaken pursuant to this permit, all to the extent allowed by law. The State expressly reserves the right to supplement or take over its defense, in its sole discretion.

SIXTEEN: The Central Valley Flood Protection Board and Department of Water Resources shall not be held liable for any damages to the permitted encroachment(s) resulting from flood fight, operation, maintenance, inspection, or emergency repair.

#### PERMITTING AND AGENCY CONDITIONS

SEVENTEEN: The letter from the Department of the Army (U.S. Army Corps of Engineers, Sacramento District) dated August 10, 2012 is attached to this permit as Exhibit A in reference to this project.

EIGHTEEN: The permittee should contact the U.S. Army Corps of Engineers, Sacramento District, Regulatory Branch, 1325 J Street, Sacramento, California 95814, telephone (916) 557-5250, as compliance with Section 10 of the Rivers and Harbors Act and/or Section 404 of the Clean Water Act may be required.

NINETEEN: If the permittee does not comply with the conditions of this permit and enforcement by the Board is required, the permittee shall be responsible for bearing all costs associated with the enforcement action, including reasonable attorney's fees.

TWENTY: The permittee agrees to incur all costs for compliance with local, State, and federal permitting and resolve conflicts between any of the terms and conditions that agencies might impose under the laws and regulations it administers and enforces.

#### PRE-CONSTRUCTION

TWENTY-ONE: The permittee shall contact the Central Valley Flood Protection Board by telephone at (916) 574-0609, and submit the enclosed postcard to schedule a preconstruction conference. Failure to do so at least 10 working days prior to start of work may result in delay of the project.

TWENTY-TWO: Thirty (30) calendar days prior to start of any demolition and/or construction activities within the channel and banks of Arcade Creek, the permittee shall submit to the Chief Engineer two sets of plans, specifications and supporting geotechnical and / or hydraulic impact analyses, for any and all temporary, in channel cofferdam(s), gravel work pad(s), work trestle(s), scaffolding, piles, and/or other appurtenances that are to remain in the floodway during the flood season from November 1 through April 15. The Central Valley Flood Protection Board shall acknowledge receipt of this submittal in writing within ten (10) working days of receipt, and shall work with the permittee to review and respond to the request as quickly as possible. Time is of the essence. The Central Valley Flood Protection Board may request additional information as needed and will seek comment from the U.S. Army Corps of Engineers and / or local maintaining agency when necessary. The Central Valley Flood Protection Board will provide written notification to the permittee if the review period is likely to exceed thirty (30) calendar days.

TWENTY-THREE: Prior to commencement of work, the permittee shall create a photo record, including associated descriptions of project conditions. The photo record shall be certified (signed and stamped) by a licensed land surveyor or licensed civil engineer registered in the State of California and submitted to the Central Valley Flood Protection Board within thirty (30) calendar days of beginning the project.

**TWENTY-FOUR:** All work approved by this permit shall be in accordance with the submitted drawings and specifications except as modified by special permit conditions herein. No further work, other than that approved by this permit, shall be done in the area without prior approval of the Central Valley Flood Protection Board.

**TWENTY-FIVE:** All addenda or other changes made to the submitted documents by the permittee after issuance of this permit shall be submitted to the Chief Engineer for review and approval prior to incorporation into the permitted project. The submittal shall include supplemental plans, specifications, and supporting geotechnical, hydrology and hydraulics, or other technical analyses. The Central Valley Flood Protection Board shall acknowledge receipt of the addendum or change submittal in writing within ten (10) working days of receipt, and shall work with the permittee to review and respond to the request as quickly as possible. Time is of the essence. The Central Valley Flood Protection Board may request additional information as needed. The Central Valley Flood Protection Board will provide written notification to the permittee if the review period is likely to exceed thirty (30) calendar days. Upon approval of submitted documents the permit shall be revised, if needed, prior to construction related to the proposed changes.

#### **CONSTRUCTION**

**TWENTY-SIX:** No construction work of any kind shall be done during the flood season from November 1 to April 15 without prior approval of the Central Valley Flood Protection Board.

**TWENTY-SEVEN:** Temporary staging, formwork, stockpiled material and/or equipment shall not remain in the floodway during the flood season from November 1st to April 15.

**TWENTY-EIGHT:** Cleared trees and brush shall be completely burned or removed from the floodway, and downed trees or brush shall not remain in the floodway during the flood season from November 1 to April 15.

**TWENTY-NINE:** All debris generated by this project shall be disposed outside of the channel and banks of Arcade Creek.

**THIRTY:** At all times during construction, at least one lane of Roseville Road shall be kept clear for vehicular access.

#### **VEGETATION / ENVIRONMENTAL MITIGATION**

**THIRTY-ONE:** The mitigation measures approved by the CEQA lead agency and the permittee are found in its Mitigation and Monitoring Reporting Program (MMRP) adopted by the CEQA lead agency. The permittee shall implement all such mitigation measures.

#### **POST-CONSTRUCTION**

**THIRTY-TWO:** The permittee shall be responsible for repair of any damages to the Arcade Creek channel and floodway due to construction, operation, or maintenance of the proposed project.

**THIRTY-THREE:** Except with respect to the activities expressly allowed under this permit, the work

area shall be restored to the condition that existed prior to start of work.

**THIRTY-FOUR:** Within 120 days of completion of the project, the permittee shall submit to the Central Valley Flood Protection Board as-built drawings and a certification report, stamped and signed by a professional civil engineer registered in the State of California, certifying the work was performed and inspected in accordance with the Central Valley Flood Protection Board permit conditions and submitted drawings and specifications.

#### **OPERATIONS AND MAINTENANCE**

**THIRTY-FIVE:** The permittee shall maintain the permitted encroachment(s) and the project works within the utilized area in the manner required and as requested by the authorized representative of the Central Valley Flood Protection Board, Department of Water Resources, or any other agency responsible for maintenance.

**THIRTY-SIX:** If the bridge is damaged to the extent that it may impair the channel or floodway capacity, it shall be repaired or removed prior to the next flood season.

**THIRTY-SEVEN:** Trees, brush, sediment, and other debris shall be kept cleared from the bridge site and disposed of outside the floodway to maintain the design flow capacity and flowage area.

**THIRTY-EIGHT:** After each period of high water, debris that accumulates at the site shall be completely removed from the floodway.

**THIRTY-NINE:** If erosion occurs adjacent to the permitted encroachment(s), the permittee shall repair the eroded areas and place adequate revetment on the affected areas to prevent further erosion.

**FORTY:** If the permitted structure results in any adverse hydraulic impact or scouring the permittee shall provide appropriate mitigation measures subject to review and approval of the Central Valley Flood Protection Board.

**FORTY-ONE:** The permitted encroachment(s) shall not interfere with the flood conveyance capability of the Arcade Creek channel. If the permitted encroachment(s) are determined by any agency responsible for operation or maintenance of the flood control project to interfere, the permittee shall be required, at permittee's cost and expense, to modify or remove the permitted encroachment(s) under direction of the Central Valley Flood Protection Board or Department of Water Resources. If the permittee does not comply, the Central Valley Flood Protection Board may modify or remove the encroachment(s) at the permittee's expense.

**FORTY-TWO:** At the request of either the permittee or Central Valley Flood Protection Board the permittee and Board shall conduct joint inspections of the project and channel after significant flood events or flood seasons to assess the integrity and operation of the project, and to assess and respond to any adverse impacts on the channel or adjacent properties.

#### **PROJECT ABANDONMENT, CHANGE IN PLAN OF FLOOD CONTROL**

**FORTY-THREE:** If the project, or any portion thereof, is to be abandoned in the future, the permittee shall abandon the project under direction of the Central Valley Flood Protection Board and

Department of Water Resources, at the permittee's cost and expense.

FORTY-FOUR: The permittee may be required, at permittee's cost and expense, to remove, alter, relocate, or reconstruct all or any part of the permitted encroachment(s) if removal, alteration, relocation, or reconstruction is necessary as part of or in conjunction with any present or future flood control plan or project or if damaged by any cause. If the permittee does not comply, the Central Valley Flood Protection Board may remove the encroachment(s) at the permittee's expense.

END OF CONDITIONS



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
U.S. Army Engineer District, Sacramento  
Corps of Engineers  
1325 J Street  
Sacramento, California 95814-2922

Flood Protection and Navigation Section (18787)

AUG 10 2012

Mr. Jay Punia, Executive Officer  
Central Valley Flood Protection Board  
3310 El Camino Avenue, Room 151  
Sacramento, California 95821

Dear Mr. Punia:

We have reviewed a permit application by the City of Sacramento (application number 18787). This project includes replacing the Roseville Road bridge over Arcade Creek (Bridge No. 24C-0003). The project is located where Roseville Road crosses over Arcade Creek in the City of Sacramento, at 38.6314°N 121.4128°W NAD83, Sacramento County, California.

The District Engineer has no comments or recommendations regarding flood control because the proposed work does not affect a federally constructed project.

A Section 10 and/or Section 404 permit application (SPK-2010-00021) is in process for this work.

A copy of this letter is being furnished to Mr. Don Rasmussen, Chief, Flood Project Integrity and Inspection Branch, 3310 El Camino Avenue, Suite LL30, Sacramento, CA 95821.

Sincerely,

A handwritten signature in black ink that reads "Megan G. Nagy".

for Megan G. Nagy, P.E.  
Chief, Flood Protection and Navigation Section

**APPENDIX F – UPRR SLOPE EASEMENT AGREEMENT**

Union Pacific Railroad Slope Easement Agreement

**PURCHASE AND SALE AGREEMENT**  
**FOR SLOPE EASEMENT**

This Purchase and Sale Agreement for Slope Easement (the "Agreement") is entered into this 9<sup>th</sup> day of January, 2014 ("Execution Date"), between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, whose address is 1400 Douglas Street, MS 1690, Omaha, Nebraska 68179 ("Seller"), and **CITY OF SACRAMENTO**, a municipal corporation for the State of California, whose address is 5730 24<sup>th</sup> Street, Building 4, Sacramento, California 95822 ("Buyer"), WITNESSETH:

IT IS AGREED by and between the parties as follows:

**Section 1. Purchase and Sale of Easement Interest.**

(a) **Slope Easement Area.** Seller agrees to sell and Buyer agrees to purchase, on the terms and conditions of this Agreement, a non-exclusive slope easement ("Slope Easement"), to be used by Buyer for the construction, maintenance, operation, repair, renewal, reconstruction and use of a roadway bridge slope for the Roseville Road bridge only, and located at approximately Milepost 95.7 on Seller's Martinez Subdivision on, along and across certain property (the "Slope Easement Area") in the City of Sacramento, Sacramento County, State of California, described and shown in Exhibits A and B attached to the Easement Deed and Agreement attached hereto as **Exhibit A** and made a part hereof (the "Easement Deed"). The Slope Easement Area is hereafter sometimes called the "Property".

The sale made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights, whether or not of record, or open and obvious on the ground.

(b) **Temporary Construction Easement Area.** Seller agrees to provide to Buyer a temporary construction easement (the "TCE") upon, over and across that certain property (the "TCE Area") in the City of Sacramento, Sacramento County, California, described and shown in Exhibits A and B attached to the Temporary Construction Easement Agreement attached hereto as **Exhibit B** and made a part hereof (the "TCE Agreement"). The northwesterly boundary of the TCE Area shall be no closer than twenty-five feet (25') from the centerline of the closest railroad track, and Buyer, or Buyer's contractor, agrees to install construction fencing along such northwesterly boundary line to prevent access to or encroachment on Seller's railroad right-of-way.

(c) **Possession and Use of the Slope Easement Area and TCE Area.** Buyer shall have the right of possession and use of the Slope Easement Area and TCE Area including the right to remove and dispose of improvements and construction for the Roseville Road Bridge Replacement Project (the "Project") commencing on the date that this Agreement is executed by both parties, provided that Buyer makes no representation that the Project shall be constructed, and no liability or obligation whatsoever shall be incurred by Buyer by reason of any failure to construct the Project for any reason. If the Slope Easement and TCE subsequently are not acquired by Buyer for any reason, Buyer shall restore the Slope Easement Area and TCE Area to

2013-1178

Title: Roseville Road Bridge  
Replacement  
Other Party: Union Pacific Railroad

560 of 698

the conditions existing prior to the Buyer's possession or use hereunder, unless otherwise agreed by the parties.

**Section 2. Purchase Price.**

The purchase price for the Slope Easement and use of the TCE Area is THIRTY-FIVE THOUSAND THREE HUNDRED FIFTY-EIGHT AND NO/100<sup>th</sup> DOLLARS (\$35,358.00) ("Purchase Price").

**Section 3. Payment of the Purchase Price.**

At the time of Closing (as defined in Section 4 below), the Purchase Price shall be paid by Buyer to Seller in cash, by electronic funds transfer or by city warrant ("Good Funds").

**Section 4. Condition Precedent to Sale.**

**Seller's Management Approval.** The terms and conditions of this transaction are subject to approval in accordance with Seller's Management Policy Statement. Notice of approval or disapproval shall be given by Seller to Buyer within sixty (60) days after the Execution Date, and failure to give such notice shall be deemed notice of disapproval. If, within such sixty (60) day period the terms of this Agreement are not approved for any reason in accordance with Seller's Management Policy Statement, then this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

**Section 5. Closing.**

(a) The sale and purchase of the Slope Easement shall close ("Close" or "Closing") within thirty (30) days after the Execution Date.

(b) The Closing shall be held by mail. Buyer shall deliver to Seller the Purchase Price in Good Funds, and Seller shall then deliver to Buyer the Easement Deed and TCE Agreement referred to in Sections 1 and 6.

(c) After Closing, Buyer shall record the Easement Deed in the Official Records of Sacramento County at Buyer's expense. Buyer shall not record the TCE Agreement.

**Section 6. Title.**

The Slope Easement shall be granted by Seller to Buyer by a duly executed Easement Deed and Agreement in the form attached hereto as **Exhibit A** and made a part hereof, and the TCE shall be granted by Seller to Buyer by a duly executed Temporary Construction Easement Agreement in the form attached hereto as **Exhibit B** and made a part hereof. Buyer's easement interest shall be subject to all outstanding licenses and other outstanding rights whether or not of record.

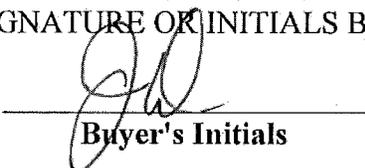
**Section 7. As Is; Release.**

As Is. Buyer and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire. Buyer acknowledges and agrees that the Slope Easement is to be accepted by Buyer in an "as is" condition with all faults. Buyer further acknowledges that Seller has used the Property for railroad right-of-way purposes and that Buyer has used the slope for the existing Roseville Road bridge for a number of years without the benefit of an easement from Seller. Seller makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Release. BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OR ANY OTHER PERSON ACTING ON BEHALF OF SELLER, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. WITH RESPECT TO THE FOREGOING RELEASE, BUYER EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

**1542. Certain Claims Not Affected by General Release.** A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

BUYER HEREBY EVIDENCES ITS SPECIFIC AGREEMENT TO THE TERMS OF THIS RELEASE BY PLACING ITS SIGNATURE OR INITIALS BELOW.

  
Buyer's Initials

**Section 8. Notices.**

Any notices required or desired to be given under this Agreement shall be in writing and personally served, given by overnight express delivery, or given by mail. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the following address or at such other address as the party may from time to time direct in writing:

Seller: UNION PACIFIC RAILROAD COMPANY  
ATTN: Jason Sokolewicz, Manager-Real Estate  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179  
Telephone: (402) 544-8580

With copy to: UNION PACIFIC RAILROAD COMPANY  
ATTN: Madeline E. Roebke, General Attorney  
1400 Douglas Street, Mail Stop 1580  
Omaha, Nebraska 68179  
Telephone: (402) 544-1121

Buyer: CITY OF SACRAMENTO  
ATTN: Matthew Johns, Project Manager  
Public Works Department  
915 I Street, Room 2000  
Sacramento, California 95814  
Telephone: (916) 808-5460

Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service.

**Section 9. Assignment.**

Buyer shall not transfer or assign this Agreement, or any interest therein, without the consent in writing of Seller, and it is agreed that any such transfer or assignment, whether

voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and shall, at the option of Seller, terminate this Agreement.

**Section 10. Waiver of Breach.**

A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

**Section 11. Time of the Essence.**

Time is of the essence of this Agreement.

**Section 12. Law Governing.**

This Agreement shall be governed in all respects by the laws of the State of California.

**Section 13. Merger.**

The terms, provisions, covenants and conditions contained in this Agreement shall merge into the deed to be delivered by Seller to Buyer at Closing and shall not survive the Closing, except for the provisions of Section 7, 14 and 16.

**Section 14. No Brokers.**

The negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the parties without the intervention of any person which would give rise to any valid claim against either of the parties for brokerage commissions or other like payment. Each party shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payment arising out of the transaction contemplated by this Agreement and occasioned by the actions of such indemnifying party.

**Section 15. Successors and Assigns.**

Subject to the provisions of Section 9, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**Section 16. Special Provision.**

Seller, Federal ID No. 94-6001323, is not a foreign corporation and withholding of Federal Income Tax from the amount realized will not be made by Buyer. A certification

prepared in conformance with IRS regulations under Section 1445 of the Internal Revenue Code is attached as **Exhibit C**.

**Section 17. Not An Offer.**

The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Slope Easement shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer.

**Section 18. Severability.**

In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction under applicable law, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

**Section 19. Entire Agreement.**

It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date first herein written.

**SELLER:**

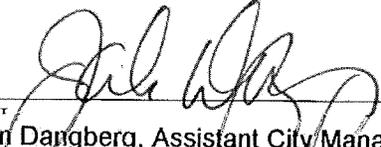
**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By: Chris D. Goble  
Name: Chris D. Goble  
Title: General Director-Real Estate

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(Signatures continue on following page)*

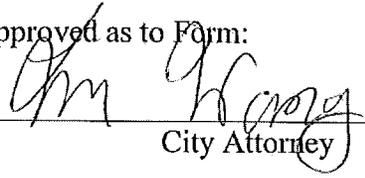
**BUYER:**

**CITY OF SACRAMENTO, a municipal corporation of the State of California**

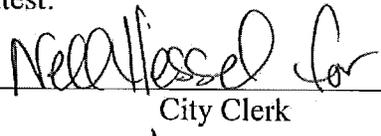
By:   
John Dangberg, Assistant City Manager  
For: John F. Shirey, City Manager  
FOR JOHN F. SHIREY, City Manager

Dated: 1/2/14

Approved as to Form:

  
City Attorney

Attest:

  
City Clerk

Dated: 01/07/2014

**Attachments**

- Exhibit "A" – Easement Deed and Agreement
- Exhibit "B" – Temporary Construction Easement Agreement
- Exhibit "C" - Certification of Non-Foreign Status

**EXHIBIT A****RECORDING REQUESTED BY AND  
AFTER RECORDING, RETURN TO:**

City of Sacramento  
 Attn: Real Estate Services Section  
 5730 24<sup>th</sup> St., Building 4  
 Sacramento, CA 95822

---

*(Space Above Reserved for County Recorder's Use)*

2833-22

**EASEMENT DEED AND AGREEMENT**

THIS Easement Deed and Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 201\_ , between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation) ("Grantor"), and **CITY OF SACRAMENTO**, a municipal corporation of the State of California ("Grantee"), whose address is 5730 24<sup>th</sup> St., Building 4, Sacramento, California 95822.

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, grants to Grantee, its successors and assigns, a **NONEXCLUSIVE SLOPE EASEMENT** ("Slope Easement"), for the construction, maintenance, operation, repair, renewal, reconstruction and use of a roadway bridge slope for the Roseville Road bridge only, and located at approximately Milepost 95.7 on Grantor's Martinez Subdivision on, along and across certain property (the "Easement Area") in the City of Sacramento, Sacramento County, State of California, described in **Exhibit A** and shown on **Exhibit B** attached hereto and by reference made a part of this Easement Deed and Agreement.

The Easement is granted for the purpose described above only. Without limitation of the foregoing, this grant does not include the right to install utilities of any nature, including, without limitation, fiber optic, cable television, electrical, gas or liquid distribution, or telephone lines.

Grantor, its successors and assigns, reserves the right to construct at any and all times and to maintain railroad tracks and appurtenances, fiber optic or signal lines and facilities, pipe, telephone, and electric pole and wire lines, over, under and across the Easement Area, but in such a way as to not interfere with Grantee's use of the Slope Easement; it being understood that the rights so reserved by Grantor, its successors and assigns, are retained along with the general right of Grantor, its successors and assigns, to use of the Easement Area for any purpose not inconsistent with Grantee's use of the Slope Easement, including, but not limited to any and all general railroad purposes.

The Slope Easement is granted subject to all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the Easement Area, whether recorded or unrecorded.

The Slope Easement is also limited to such rights as Grantor may have in the Easement Area and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

Grantee shall construct, maintain and repair the roadway bridge slope in good condition and repair so that no damage will result from its use to the adjacent land of Grantor, its successors and assigns. Grantee shall also construct, maintain and repair the roadway bridge slope in such manner not to cause any interference with Grantor's tracks and appurtenances or rail operations, or the facilities or access rights of utility companies or other occupants of the Easement Area.

If Grantee, its successors or assigns, abandons the Easement Area or any portion of the Easement Area, for the purposes of the Slope Easement, the Slope Easement will cease and terminate with respect to the portion of the Easement Area so abandoned, and the title to the Easement Area will be freed from the burden of the Slope Easement. Nonuse of the Easement Area or any portion thereof, for the purposes of the Slope Easement for the period of one (1) year will be deemed an abandonment of the Easement Area or portion thereof not used.

Grantor and Grantee have caused this Easement Deed and Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

**Attest:**

\_\_\_\_\_  
Assistant Secretary  
  
(Seal)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*(Remainder of page intentionally left blank)  
(Signatures continue on following page)*

**CITY OF SACRAMENTO, a municipal  
corporation of the State of California**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
For John F. Shirey, City Manager

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

Attest:

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

Dated: \_\_\_\_\_

**Attachments**

Exhibit "A" – Slope Easement Legal Description  
Exhibit "B" – Easement Area

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On \_\_\_\_\_, 201\_\_, before me, \_\_\_\_\_, Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ who are the \_\_\_\_\_ and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )
COUNTY OF SACRAMENTO )

On \_\_\_\_\_, 201\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person 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.

COPY
Notary Public

(Notary Seal)

## Exhibit "A"

Slope Easement  
Legal Description

## PAGE 1 OF 2

That portion of the property belonging to the Union Pacific Railroad Company lying in Section 26, as per Map of Survey and Subdivision of Rancho Del Paso, filed March 4, 1911, in Book "A" of Surveys page 94, Sacramento County records, as conveyed to Central Pacific Railroad Company of California, (now Union Pacific Railroad Company), in instrument recorded January 30, 1864, in Book 35 of Deeds, page 353, described as follows:

**COMMENCING** at the southerly corner of Parcel 3 as recorded in Book 140, page 17 of Parcel Maps, records of said county, said point being on the northerly line of the Southern Pacific Transportation Company right of way (now Union Pacific Railroad Company) as shown on the Record of Survey filed at the request of the Sacramento Transit Authority on April 20, 1988, recorded in Book 43 of Surveys, page 29, said point also bears North 82°15'34" West 79.13 feet from a capped "T" Bar stamped "T-48-13" per said Record of Survey;

Thence South 50°01'38" East at right angles to said northerly right of way line 148.50 feet to the southerly line of said Southern Pacific Transportation Company right of way and the northerly right of way line of Roseville Road;

Thence North 39°58'22" East, along said right of way lines, 785.39 feet to the **TRUE POINT OF BEGINNING**, said point also bears North 32°07'47" East 333.22 feet from a David Evans and Associates control point which is a ¾ inch iron pipe with a yellow plastic cap marked "DEA CONTROL";

Thence North 50°01'38" West 7.93 feet;

Thence North 39°58'22" East 176.64 feet;

Thence North 50°01'38" West 19.65 feet more or less to a point that is 25 feet easterly of and parallel with the most easterly centerline of the Union Pacific Railroad Company tracks, as the tracks are located on October 28, 2013;

Thence North 39°58'22" East 516.17 feet, parallel with said centerline of tracks;

Thence South 50°01'38" East 10.26 feet;

Thence North 39°58'22" East 197.55 feet;

Exhibit "A"

Slope Easement  
Legal Description

PAGE 2 OF 2

Thence South 50°01'38" East 8.55 feet;

Thence North 39°58'22" East 149.72 feet;

Thence South 50°01'38" East 8.77 feet more or less to a point on said right of way lines, said point also bears South 64°22'43" West 220.06 feet from a David Evans and Associates control point which is a

¾ inch iron pipe with a yellow plastic cap marked "DEA CONTROL";

Thence South 39°58'22" West, along said right of way lines, 1,040.08 feet to the TRUE POINT OF BEGINNING.

The above-described parcel of land contains approximately 20,372 square feet (0.468 acres).

Basis of Bearing is the found capped "T" bar and the found ¾" iron pipe tagged "RCE 21540", being North 82°15'34" West, per PM 140, page 17, dated October 19, 1994

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act, on May 24, 2013.

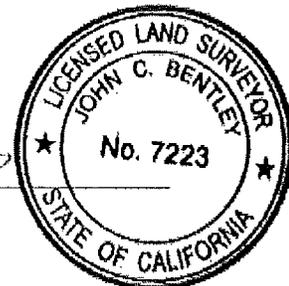
DAVID EVANS AND ASSOCIATES, INC.

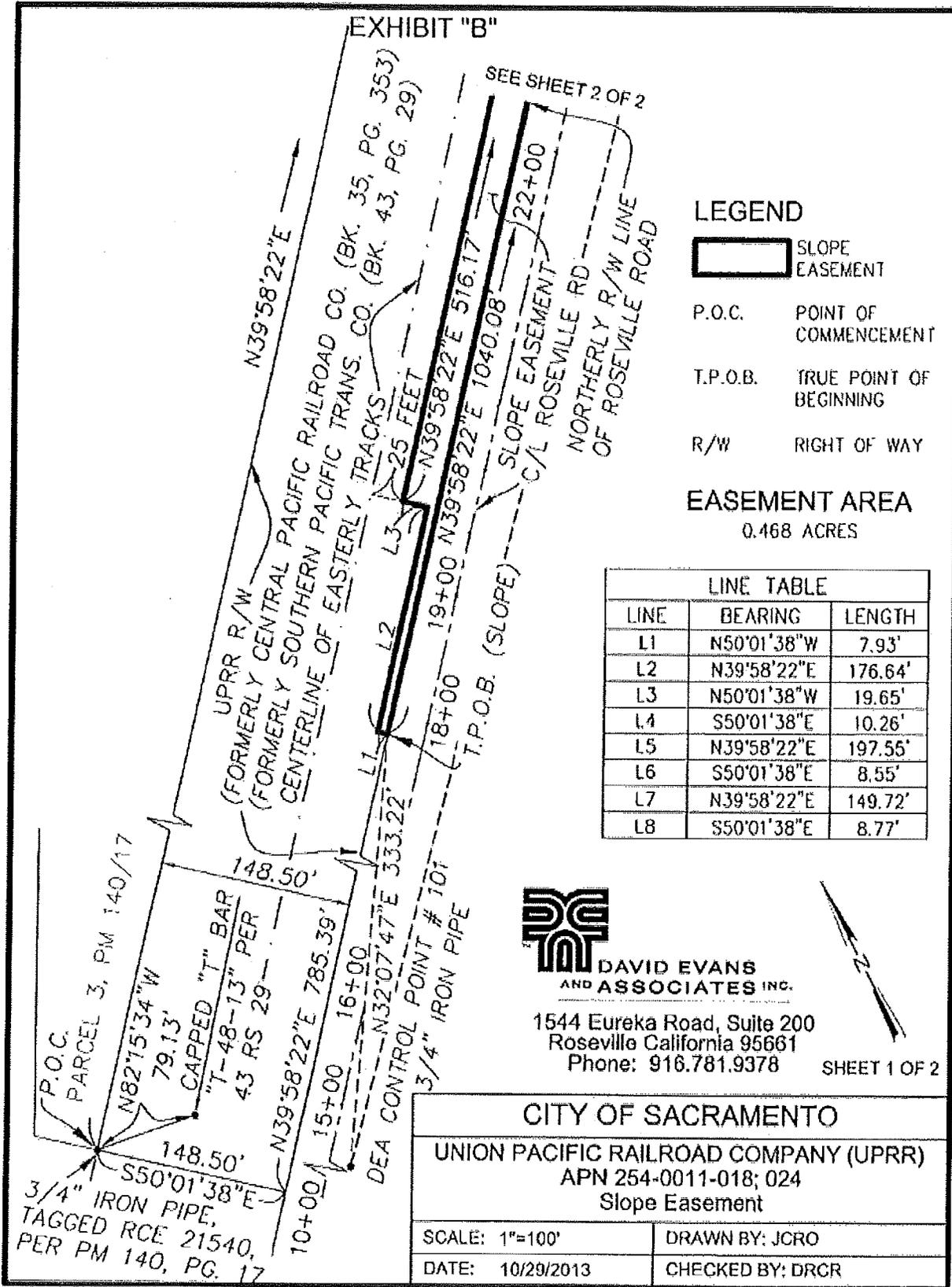
*John C. Bentley* 10-30-13

John C. Bentley, PLS

Date

L.S. No. 7223





**LEGEND**

-  SLOPE EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- R/W RIGHT OF WAY

**EASEMENT AREA**  
0.468 ACRES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N50°01'38"W	7.93'
L2	N39°58'22"E	176.64'
L3	N50°01'38"W	19.65'
L4	S50°01'38"E	10.26'
L5	N39°58'22"E	197.55'
L6	S50°01'38"E	8.55'
L7	N39°58'22"E	149.72'
L8	S50°01'38"E	8.77'



**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661  
Phone: 916.781.9378



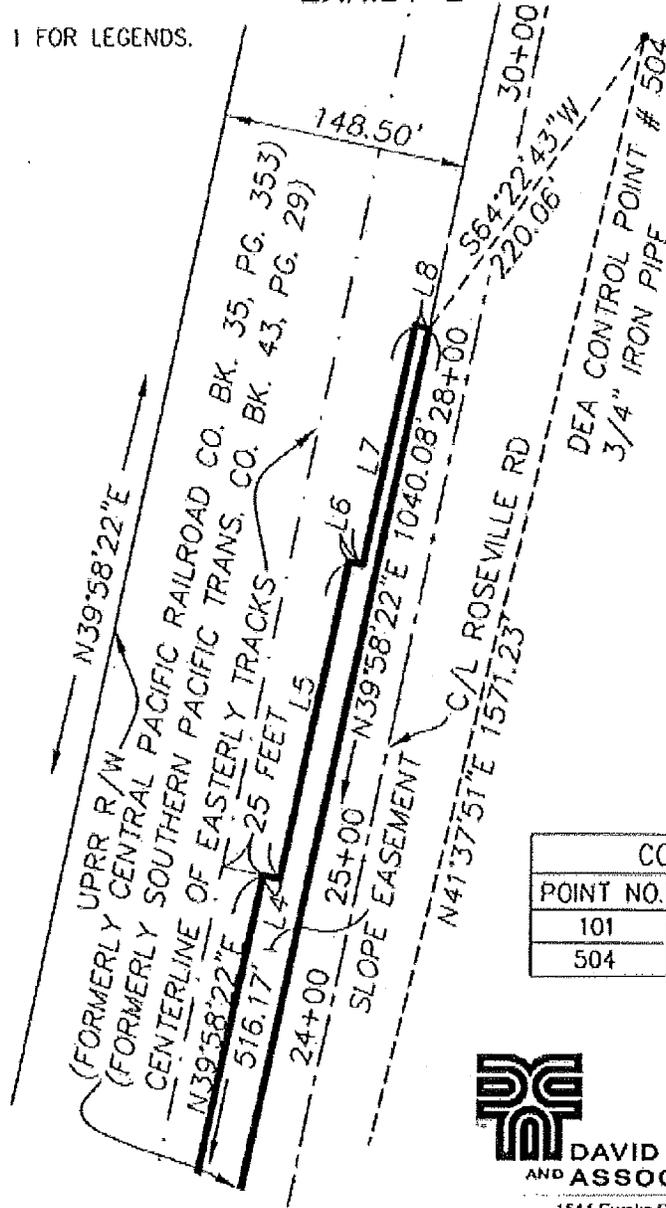
SHEET 1 OF 2

<b>CITY OF SACRAMENTO</b>	
UNION PACIFIC RAILROAD COMPANY (UPRR) APN 254-0011-018; 024 Slope Easement	
SCALE: 1"=100'	DRAWN BY: JCRO
DATE: 10/29/2013	CHECKED BY: DRCR

**NOTE**

SEE SHEET 1 FOR LEGENDS.

**EXHIBIT "B"**



COORDINATE TABLE		
POINT NO.	NORTHERING	EASTING
101	1991631.64	6728875.28
504	1992806.05	6729919.09

**DE**  
**DAVID EVANS**  
**AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661  
Phone: 916.781.9378



SEE SHEET  
1 OF 2

SHEET 2 OF 2

<b>CITY OF SACRAMENTO</b>	
UNION PACIFIC RAILROAD COMPANY (UPRR) APN 254-0011-018; 024 Slope Easement	
SCALE: 1"=100'	DRAWN BY: JCRO
DATE: 10/29/2013	CHECKED BY: DRCR

**EXHIBIT B****TEMPORARY CONSTRUCTION EASEMENT AGREEMENT****Not To Be Recorded**

**THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation) ("Grantor"), and **CITY OF SACRAMENTO**, a municipal corporation of the State of California ("Grantee").

**1. Grant of Temporary Easement / Term.**

(a) Grantor hereby grants to Grantee, its successors and assigns a temporary easement ("Temporary Easement") upon, over, and across that certain real property in the City of Sacramento, County of Sacramento, State of California, legally described in **Exhibit A** and shown on **Exhibit B** attached hereto and made a part hereof (the "Temporary Easement Area") for the purpose of storing construction materials and access to and from adjacent property over which Grantee is acquiring an easement for a roadway bridge slope (the "Project").

(b) Grantor retains all of its rights to the use and occupation of the Temporary Easement Area not inconsistent with the use by Grantee, its successors or assigns.

(c) This Temporary Easement shall commence on May 1, 2014 and shall automatically terminate eight (8) months thereafter (the "Term"). If Grantee has not completed construction of the Project within said eight (8) month time period, Grantee may extend the Term by giving Grantor notice of such extension at least ten (10) days prior to expiration of the Term and the amount of time necessary to complete the Project, and paying to Grantor the sum of Six Hundred Dollars (\$600.00) for each month or part of a month required to complete the Project.

**2. Maintenance of Temporary Easement Area.** Grantee, at its sole cost and expense and without any contribution whatsoever from Grantor, shall at all times during the Term of this Agreement repair and maintain the Temporary Easement Area and any of Grantee's facilities thereon in good and clean condition and repair. Grantee shall restore all of the Temporary Easement Area which may be damaged by Grantee's use to the same condition as existed immediately before such damage occurred. Grantor is not responsible for the removal/disposal of existing debris/rubble currently located within the Temporary Easement Area.

Grantee, at its sole cost and expense, shall install and maintain during the entire Term of this Agreement a minimum four (4) foot high standard construction fencing along the trackside boundary of the Temporary Easement Area to prevent access to or encroachment on the railroad right-of-way of Grantor.

**3. Release and Indemnification by Grantee.** In exercising its rights and obligations under this Agreement, Grantee shall release and, to the extent allowable at law,

indemnify, hold harmless and defend Grantor, its officers, directors and employees (collectively, the "Indemnified Parties") from and against any and all loss, cost, damage, liability and expense, (including reasonable attorneys' fees and expenses) for bodily injury to or death of persons, or damage to property of Grantor, to the extent caused by the negligence or intentional misconduct of Grantee, its officers, directors, employees, agents, guests, invitees, contractors, or subcontractors in connection with Grantee's use of the temporary easement rights granted pursuant to this Agreement. In addition, Grantee covenants and agrees, to the extent allowable at law, to indemnify, hold harmless and defend the Indemnified Parties and the Temporary Easement Area from and against any and all loss, cost, damage, liability and expense (including reasonable attorneys' fees and expenses), on account of claims of lien of laborers, materialmen, or others, arising from or as a result of work performed or supplies furnished in connection with Grantee's use or occupancy of the Temporary Easement Area.

#### 4. Contractor's Right Of Entry Agreement - Insurance

(a) If Grantee will be hiring a contractor or contractors to perform any work involving the Project, Grantee shall require its contractor(s) and their subcontractors to (i) execute the Railroad's Contractor's Right of Entry Agreement (which provides for flagging), and obtain the insurance coverage described therein; and (iii) provide the insurance policies, certificates, binders and/or endorsements to Grantor before allowing any of its contractor(s) and their respective subcontractors to commence any work in the Temporary Easement Area or on any other Grantor property.

(b) All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Union Pacific Railroad Company  
 ATTN: Jason Sokolewicz, Manager-Real Estate  
 UP File Folder No. 2833-22  
 1400 Douglas Street, MS 1690  
 Omaha, NE 68179

(c) If Grantee's own employees will be performing any of the Project work, Grantee shall provide the Grantor defense and indemnification at least equal to the defense and indemnification to which the Grantor would be entitled as an additional insured had Grantee purchased General Liability Insurance and Automobile Liability Insurance each in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence or claim and an aggregate limit of at least SIX MILLION DOLLARS (\$6,000,000) for Bodily Injury and Property Damage. Nothing herein shall be deemed to insure Grantor against its sole negligence or willful misconduct. Grantee may self-insure, as customary under its risk management programs; provided its self-insurance retention is in keeping with its net worth and cash flows and is consistent with that of other grantees of its size and operation.

5. Mechanics' Liens. Grantee shall not permit any mechanics' or materialmen's liens of any kind or nature to be enforced against the Temporary Easement Area for any work done or materials furnished thereon at Grantee's request.

6. **No Warranty / Matters of Record.** This Temporary Easement is limited to such rights as the Grantor may have in the Temporary Easement Area and is granted without warranty, express or implied. This Temporary Easement is also made SUBJECT TO all outstanding leases, licenses and other outstanding rights of record, including, but not limited to, those for pipelines, wirelines and roadways and the right of renewals and extensions of the same.

7. **Compliance with Law.** Grantee shall, at its expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality in the construction, operation and maintenance of its facilities on the Temporary Easement Area. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise from the Temporary Easement Area as a result of Grantee's use, presence, operations or exercise of the rights granted hereunder, Grantee shall, at its expense, be obligated to clean all property affected thereby, to the satisfaction of Grantor and any governmental body having jurisdiction in the matter.

8. **Notices.** All notices, demands and other communications hereunder shall be in writing and delivered personally or by a nationally recognized overnight courier service or mailed (by registered or certified mail, return receipt requested, postage prepaid) or telecopied with a confirming notice, addressed to the respective parties, as follows:

If to Grantee:           City of Sacramento  
                               Attn: Matthew Johns, Project Manager  
                               Public Works Department  
                               915 I Street, Room 2000  
                               Sacramento, California 95814

If to Grantor:           Union Pacific Railroad Company  
                               Attn: Jason Sokolewicz, Manager-Real Estate  
                               1400 Douglas Street, MS 1690  
                               Omaha, Nebraska 68179

or such additional parties or other address as such party may hereafter designate. Any notice permitted or required to be given shall be deemed to have been given, and any item permitted or required to be delivered or furnished shall be deemed to have been furnished, when personally delivered or furnished, or one (1) business day after delivery to a nationally recognized and reputable courier guaranteeing next-day delivery with delivery charges prepaid, or after delivery or first attempted delivery by the United States Post Office, after being properly addressed and with postage prepaid for delivery by United States registered or certified mail.

9. **Binding Effect.** All covenants contained herein shall be deemed to be covenants that run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. All references to Grantor, Grantee or parties shall be deemed to include the respective party's employees, invitees, agents, successors, and assigns.

**10. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

**11. Captions.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of any section.

**12. Modifications.** Any modifications or amendments to this Agreement shall be made in writing and be executed by all parties.

**13. Waiver.** The failure by any party to enforce any provision of this Agreement in a timely manner shall not be deemed a waiver of the right to enforce that provision, and any express waiver by any party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of that provision.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date and year first above written.

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

**Attest:**

\_\_\_\_\_  
Assistant Secretary  
  
(Seal)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COPY

The undersigned Grantee hereby accepts this Temporary Easement, and agrees for itself, its successors and assigns to be bound by the covenants and conditions set forth herein and to perform all obligations of Grantee set forth herein.

**CITY OF SACRAMENTO, a municipal corporation of the State of California**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

For John F. Shirey, City Manager

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

Attest:

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

Dated: \_\_\_\_\_

**Attachments**

Exhibit "A" – Temporary Construction Easement Legal Description

Exhibit "B" – Easement Area

## Exhibit "A"

**Temporary Construction Easement  
Legal Description**

Page 1 of 3

That portion of the property belonging to the Union Pacific Railroad Company lying in Section 26, as per Map of Survey and Subdivision of Rancho Del Paso, filed March 4, 1911, in Book "A" of Surveys page 94, Sacramento County records, as conveyed to Central Pacific Railroad Company of California, (now Union Pacific Railroad Company), in Instrument recorded January 30, 1864, in Book 35 of Deeds, page 353, described as follows:

**COMMENCING** at the southerly corner of Parcel 3 as recorded in Book 140, page 17 of Parcel Maps, records of said county, said point being on the northerly line of the Southern Pacific Transportation Company right of way (now Union Pacific Railroad Company) as shown on the Record of Survey filed at the request of the Sacramento Transit Authority on April 20, 1988, recorded in Book 43 of Surveys, page 29, said point also bears North 82°15'34" West 79.13 feet from a capped "T" Bar stamped "T-48-13" per said Record of Survey;

Thence South 50°01'38" East at right angles to said northerly right of way line 148.50 feet to the southerly line of said Southern Pacific Transportation Company right of way and the northerly line of Roseville Road right of way;

Thence North 39°58'22" East, along said right of way lines, 300.00 feet to the **TRUE POINT OF BEGINNING** said point bears South 56°17'38" West 161.81 feet from a David Evans and Associates control point also which is a ¾ inch iron pipe with a yellow plastic cap marked "DEA CONTROL";

Thence North 50°01'38" West 27.58 feet more or less to a point that is 25 feet easterly of and parallel with the most easterly centerline of the Union Pacific Railroad Company tracks;

Thence North 39°58'22" East 2,500.00 feet, parallel with said tracks;

Thence South 50°01'38" East 27.58 feet more or less to said right of way lines, said point also bears North 33°16'25" East 779.45 feet from a David Evans and Associates control point which is a ¾ inch iron pipe with a yellow plastic cap marked "DEA CONTROL";

Thence South 39°58'22" West, along said right of way lines, 2,500.00 feet to the **TRUE POINT OF BEGINNING**.

## Exhibit "A"

Temporary Construction Easement  
Legal Description

Page 2 of 3

**EXCEPTING THEREFROM** the following described parcel which is the Slope Easement:

**COMMENCING** at the southerly corner of Parcel 3 as recorded in Book 140, page 17 of Parcel Maps, records of said county, said point being on the northerly line of the Southern Pacific Transportation Company right of way (now Union Pacific Railroad Company) as shown on the Record of Survey filed at the request of the Sacramento Transit Authority on April 20, 1988, recorded in Book 43 of Surveys, page 29, said point also bears North 82°15'34" West 79.13 feet from a capped "T" Bar stamped "T-48-13" per said Record of Survey;

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Thence North 39°58'22" East, along said right of way lines, 785.39 feet to the **TRUE POINT OF BEGINNING** of said Slope Easement, said point also bears North 32°07'47" East 333.22 feet from a David Evans and Associates control point which is a ¼ inch iron pipe with a yellow plastic cap marked "DEA CONTROL";

Thence North 50°01'38" West 7.93 feet;

Thence North 39°58'22" East 176.64 feet;

Thence North 50°01'38" West 19.65 feet more or less to the westerly line of the southerly portion of said Temporary Construction Easement and a point that is 25 feet easterly of and parallel with the most easterly centerline of the Union Pacific Railroad Company tracks;

Thence North 39°58'22" East 516.17 feet, along a line parallel with said tracks to the westerly line of the northerly portion of said Temporary Construction Easement;

Thence South 50°01'38" East 10.26 feet;

Exhibit "A"

Temporary Construction Easement  
Legal Description

PAGE 3 OF 3

Thence North 39°58'22" East 197.55 feet;

Thence South 50°01'38" East 8.55 feet;

Thence North 39°58'22" East 149.72 feet;

Thence South 50°01'38" East 8.77 feet more or less to a point on said right of way lines, said point also bears South 64°22'43" West 220.06 feet from a David Evans and Associates control point which is a 3/4 inch iron pipe with a yellow plastic cap marked "DEA CONTROL";

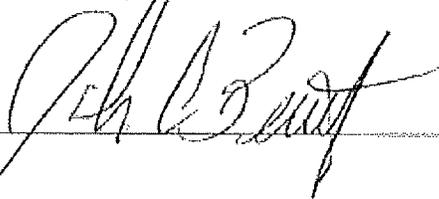
Thence South 39°58'22" West, along said right of way lines, 1,040.08 feet to the **TRUE POINT OF BEGINNING** of said Slope Easement.

The above-described parcel of land contains approximately 48,579 square feet (1.115 acres).

Basis of Bearing is the found capped "T" bar and the found 3/4 inch iron pipe tagged "RCE 21540", being North 82°15'34" West, per PM 140, page 17, dated October 19, 1994.

This real property description has been prepared by me, or under my direction,  
in conformance with the Professional Land Surveyors Act, on May 24, 2013.

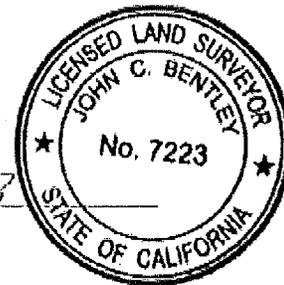
DAVID EVANS AND ASSOCIATES, INC.

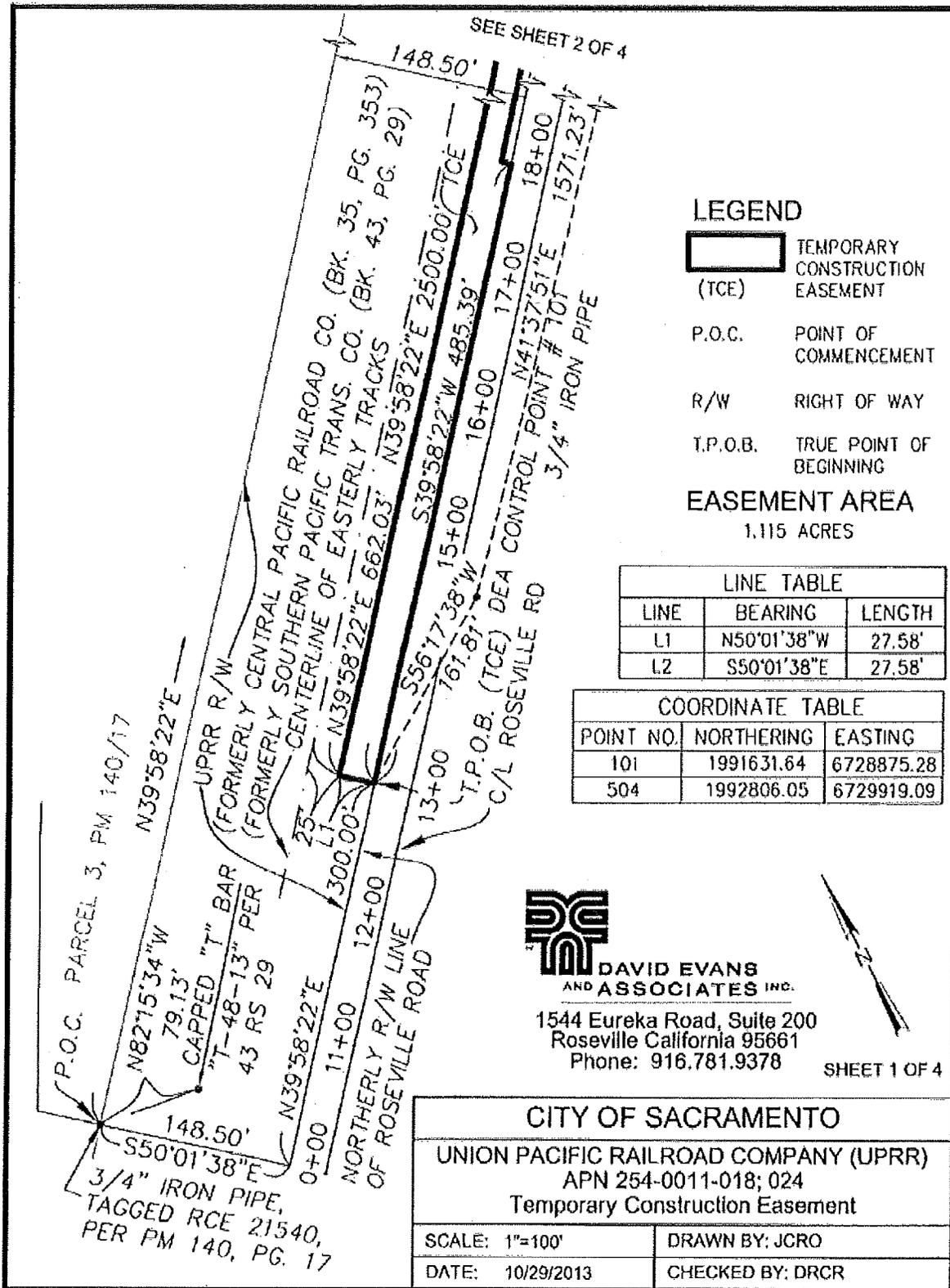


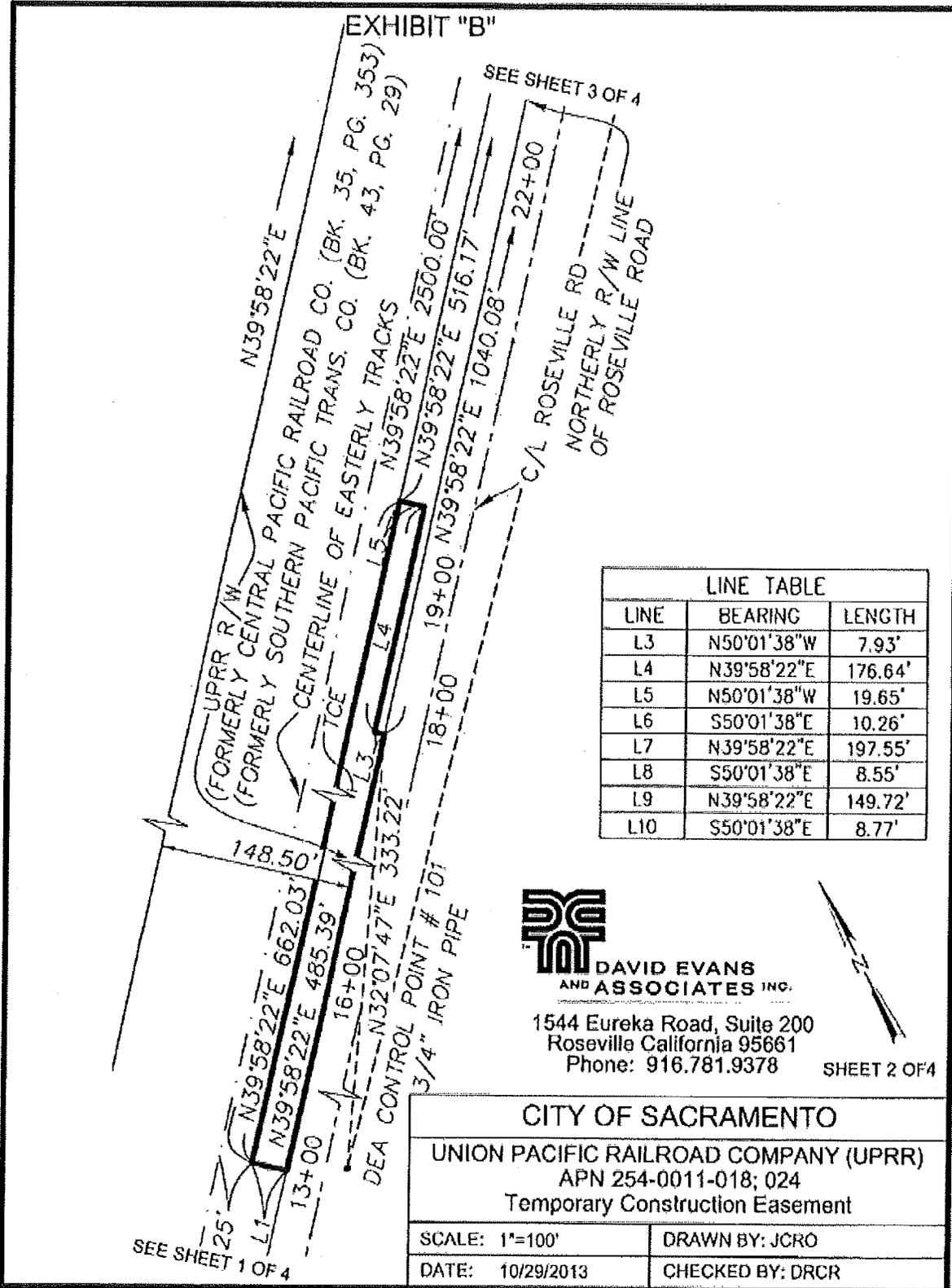
John C. Bentley, PLS  
L.S. No. 7223

10-30-13

Date





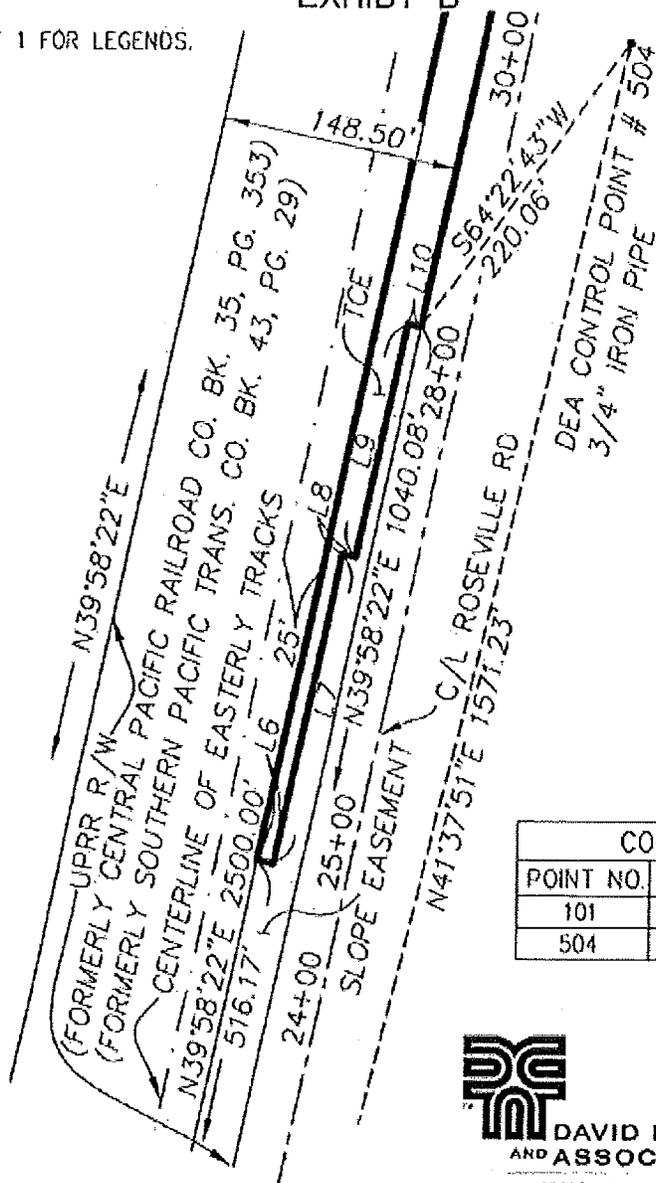


**NOTE**

SEE SHEET 1 FOR LEGENDS.

**EXHIBIT "B"**

SEE SHEET  
4 OF 4



COORDINATE TABLE		
POINT NO.	NORTHERING	EASTING
101	1991631.64	6728875.28
504	1992806.05	6729919.09

SEE SHEET  
2 OF 4



**DAVID EVANS  
AND ASSOCIATES INC.**

1544 Eureka Road, Suite 200  
Roseville California 95661  
Phone: 916.781.9378



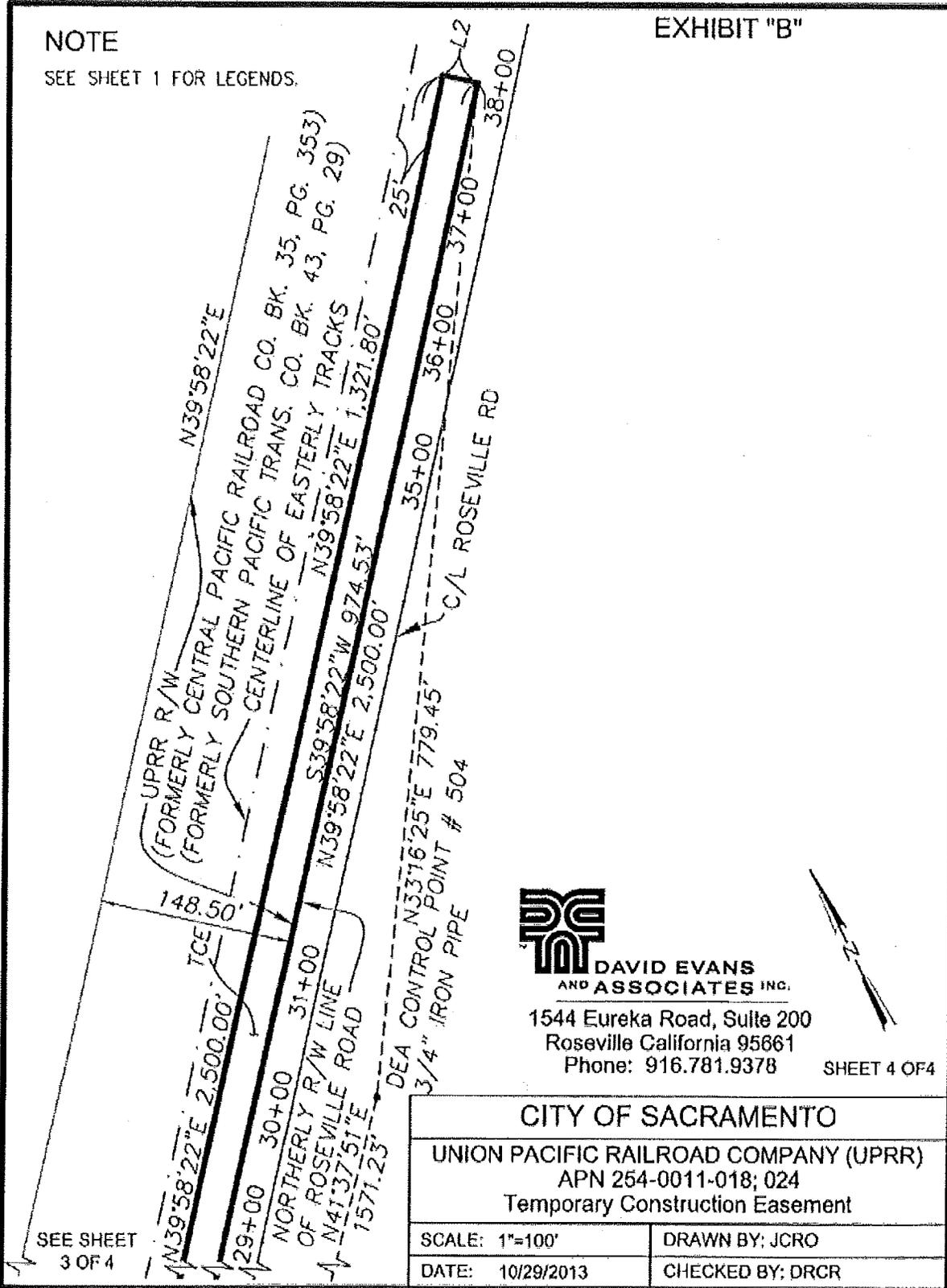
SHEET 3 OF 4

<b>CITY OF SACRAMENTO</b>	
UNION PACIFIC RAILROAD COMPANY (UPRR) APN 254-0011-018; 024 Temporary Construction Easement	
SCALE: 1"=100'	DRAWN BY: JCRO
DATE: 10/29/2013	CHECKED BY: DRCR

**NOTE**

SEE SHEET 1 FOR LEGENDS.

**EXHIBIT "B"**



**DAVID EVANS  
AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661  
Phone: 916.781.9378



SHEET 4 OF 4

SEE SHEET  
3 OF 4

<b>CITY OF SACRAMENTO</b>	
UNION PACIFIC RAILROAD COMPANY (UPRR) APN 254-0011-018; 024 Temporary Construction Easement	
SCALE: 1"=100'	DRAWN BY: JCRO
DATE: 10/29/2013	CHECKED BY: DRCR

**EXHIBIT C****CERTIFICATION OF NON-FOREIGN STATUS**

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, CITY OF SACRAMENTO, a California municipal corporation, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY is not a disregarded entity as defined in Section 1.445.2(b)(2)(iii) of the Internal Revenue Code;
3. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 94-6001323; and
4. UNION PACIFIC RAILROAD COMPANY'S office address is 1400 Douglas Street, Omaha, Nebraska 68179, and place of incorporation is Delaware.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX G – UPRR TCE AGREEMENT**

Union Pacific Railroad Temporary Construction Easement Agreement

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

**THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (this "Agreement") is entered into as of the 27<sup>th</sup> day of January, 2014, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation) ("Grantor"), and **CITY OF SACRAMENTO**, a municipal corporation of the State of California ("Grantee").

**1. Grant of Temporary Easement / Term.**

(a) Grantor hereby grants to Grantee, its successors and assigns a temporary easement ("Temporary Easement") upon, over, and across that certain real property in the City of Sacramento, County of Sacramento, State of California, legally described in **Exhibit A** and shown on **Exhibit B** attached hereto and made a part hereof (the "Temporary Easement Area") for the purpose of storing construction materials and access to and from adjacent property over which Grantee is acquiring an easement for a roadway bridge slope (the "Project").

(b) Grantor retains all of its rights to the use and occupation of the Temporary Easement Area not inconsistent with the use by Grantee, its successors or assigns.

(c) This Temporary Easement shall commence on May 1, 2014 and shall automatically terminate eight (8) months thereafter (the "Term"). If Grantee has not completed construction of the Project within said eight (8) month time period, Grantee may extend the Term by giving Grantor notice of such extension at least ten (10) days prior to expiration of the Term and the amount of time necessary to complete the Project, and paying to Grantor the sum of Six Hundred Dollars (\$600.00) for each month or part of a month required to complete the Project.

**2. Maintenance of Temporary Easement Area.** Grantee, at its sole cost and expense and without any contribution whatsoever from Grantor, shall at all times during the Term of this Agreement repair and maintain the Temporary Easement Area and any of Grantee's facilities thereon in good and clean condition and repair. Grantee shall restore all of the Temporary Easement Area which may be damaged by Grantee's use to the same condition as existed immediately before such damage occurred. Grantor is not responsible for the removal/disposal of existing debris/rubble currently located within the Temporary Easement Area.

Grantee, at its sole cost and expense, shall install and maintain during the entire Term of this Agreement a minimum four (4) foot high standard construction fencing along the trackside boundary of the Temporary Easement Area to prevent access to or encroachment on the railroad right-of-way of Grantor.

3. **Release and Indemnification by Grantee.** In exercising its rights and obligations under this Agreement, Grantee shall release and, to the extent allowable at law, indemnify, hold harmless and defend Grantor, its officers, directors and employees (collectively, the "Indemnified Parties") from and against any and all loss, cost, damage, liability and expense, (including reasonable attorneys' fees and expenses) for bodily injury to or death of persons, or damage to property of Grantor, to the extent caused by the negligence or intentional misconduct of Grantee, its officers, directors, employees, agents, guests, invitees, contractors, or subcontractors in connection with Grantee's use of the temporary easement rights granted pursuant to this Agreement. In addition, Grantee covenants and agrees, to the extent allowable at law, to indemnify, hold harmless and defend the Indemnified Parties and the Temporary Easement Area from and against any and all loss, cost, damage, liability and expense (including reasonable attorneys' fees and expenses), on account of claims of lien of laborers, materialmen, or others, arising from or as a result of work performed or supplies furnished in connection with Grantee's use or occupancy of the Temporary Easement Area.

4. **Contractor's Right Of Entry Agreement - Insurance**

(a) If Grantee will be hiring a contractor or contractors to perform any work involving the Project, Grantee shall require its contractor(s) and their subcontractors to (i) execute the Railroad's Contractor's Right of Entry Agreement (which provides for flagging), and obtain the insurance coverage described therein; and (iii) provide the insurance policies, certificates, binders and/or endorsements to Grantor before allowing any of its contractor(s) and their respective subcontractors to commence any work in the Temporary Easement Area or on any other Grantor property.

(b) All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Union Pacific Railroad Company  
ATTN: Jason Sokolewicz, Manager-Real Estate  
UP File Folder No. 2833-22  
1400 Douglas Street, MS 1690  
Omaha, NE 68179

(c) If Grantee's own employees will be performing any of the Project work, Grantee shall provide the Grantor defense and indemnification at least equal to the defense and indemnification to which the Grantor would be entitled as an additional insured had Grantee purchased General Liability Insurance and Automobile Liability Insurance each in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence or claim and an aggregate limit of at least SIX MILLION DOLLARS (\$6,000,000) for Bodily Injury and Property Damage. Nothing herein shall be deemed to insure Grantor against its sole negligence or willful misconduct. Grantee may self-insure, as customary under its risk management programs; provided its self-insurance retention is in keeping with its net worth and cash flows and is consistent with that of other grantees of its size and operation.

5. **Mechanics' Liens.** Grantee shall not permit any mechanics' or materialmen's liens of any kind or nature to be enforced against the Temporary Easement Area for any work done or materials furnished thereon at Grantee's request.

6. **No Warranty / Matters of Record.** This Temporary Easement is limited to such rights as the Grantor may have in the Temporary Easement Area and is granted without warranty, express or implied. This Temporary Easement is also made SUBJECT TO all outstanding leases, licenses and other outstanding rights of record, including, but not limited to, those for pipelines, wirelines and roadways and the right of renewals and extensions of the same.

7. **Compliance with Law.** Grantee shall, at its expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality in the construction, operation and maintenance of its facilities on the Temporary Easement Area. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise from the Temporary Easement Area as a result of Grantee's use, presence, operations or exercise of the rights granted hereunder, Grantee shall, at its expense, be obligated to clean all property affected thereby, to the satisfaction of Grantor and any governmental body having jurisdiction in the matter.

8. **Notices.** All notices, demands and other communications hereunder shall be in writing and delivered personally or by a nationally recognized overnight courier service or mailed (by registered or certified mail, return receipt requested, postage prepaid) or telecopied with a confirming notice, addressed to the respective parties, as follows:

If to Grantee:                   City of Sacramento  
  Attn: Matthew Johns, Project Manager  
  Public Works Department  
  915 I Street, Room 2000  
  Sacramento, California 95814

If to Grantor:                   Union Pacific Railroad Company  
  Attn: Jason Sokolewicz, Manager-Real Estate  
  1400 Douglas Street, MS 1690  
  Omaha, Nebraska 68179

or such additional parties or other address as such party may hereafter designate. Any notice permitted or required to be given shall be deemed to have been given, and any item permitted or required to be delivered or furnished shall be deemed to have been furnished, when personally delivered or furnished, or one (1) business day after delivery to a nationally recognized and reputable courier guaranteeing next-day delivery with delivery charges prepaid, or after delivery or first attempted delivery by the United States Post Office, after being properly addressed and with postage prepaid for delivery by United States registered or certified mail.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first above written.

**Attest:**

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

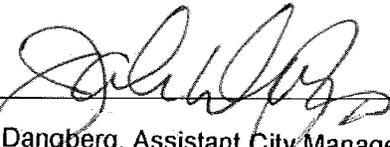
C. J. Meyer  
Assistant Secretary

By: Tony K. Love  
Name: TONY K. LOVE  
Title: Assistant Vice President - Real Estate

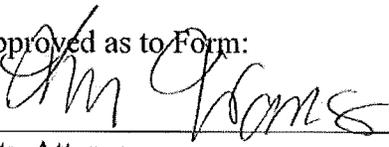
(Seal)

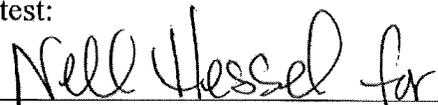
The undersigned Grantee hereby accepts this Temporary Easement, and agrees for itself, its successors and assigns to be bound by the covenants and conditions set forth herein and to perform all obligations of Grantee set forth herein.

**CITY OF SACRAMENTO, a municipal Corporation of the State of California**

By:   
John Dangberg, Assistant City Manager  
For: John F. Shirey, City Manager

Dated: 1/2/14

Approved as to Form:  
  
City Attorney

Attest:  
  
City Clerk

Dated: 01/07/2014

**Attachments**

- Exhibit "A" – Temporary Construction Easement Legal Description
- Exhibit "B" – Easement Area

Exhibit "A"

Temporary Construction Easement  
Legal Description

Page 1 of 3

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**Exhibit "A"**

**Temporary Construction Easement  
Legal Description**

**Page 2 of 3**

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Thence North 39°58'22" East 176.64 feet;

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Thence South 50°01'38" East 10.26 feet;

Exhibit "A"

Temporary Construction Easement  
Legal Description

PAGE 3 OF 3

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Thence South 50°01'38" East 8.55 feet;

Thence North 39°58'22" East 149.72 feet;

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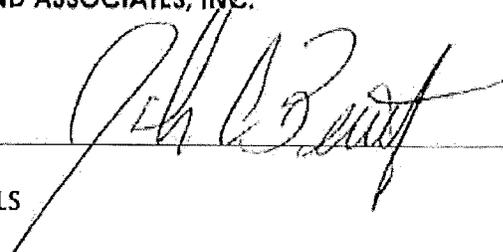
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This real property description has been prepared by me, or under my direction,  
in conformance with the Professional Land Surveyors Act, on May 24, 2013.

DAVID EVANS AND ASSOCIATES, INC.

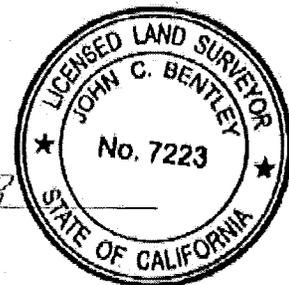
John C. Bentley, PLS

L.S. No. 7223

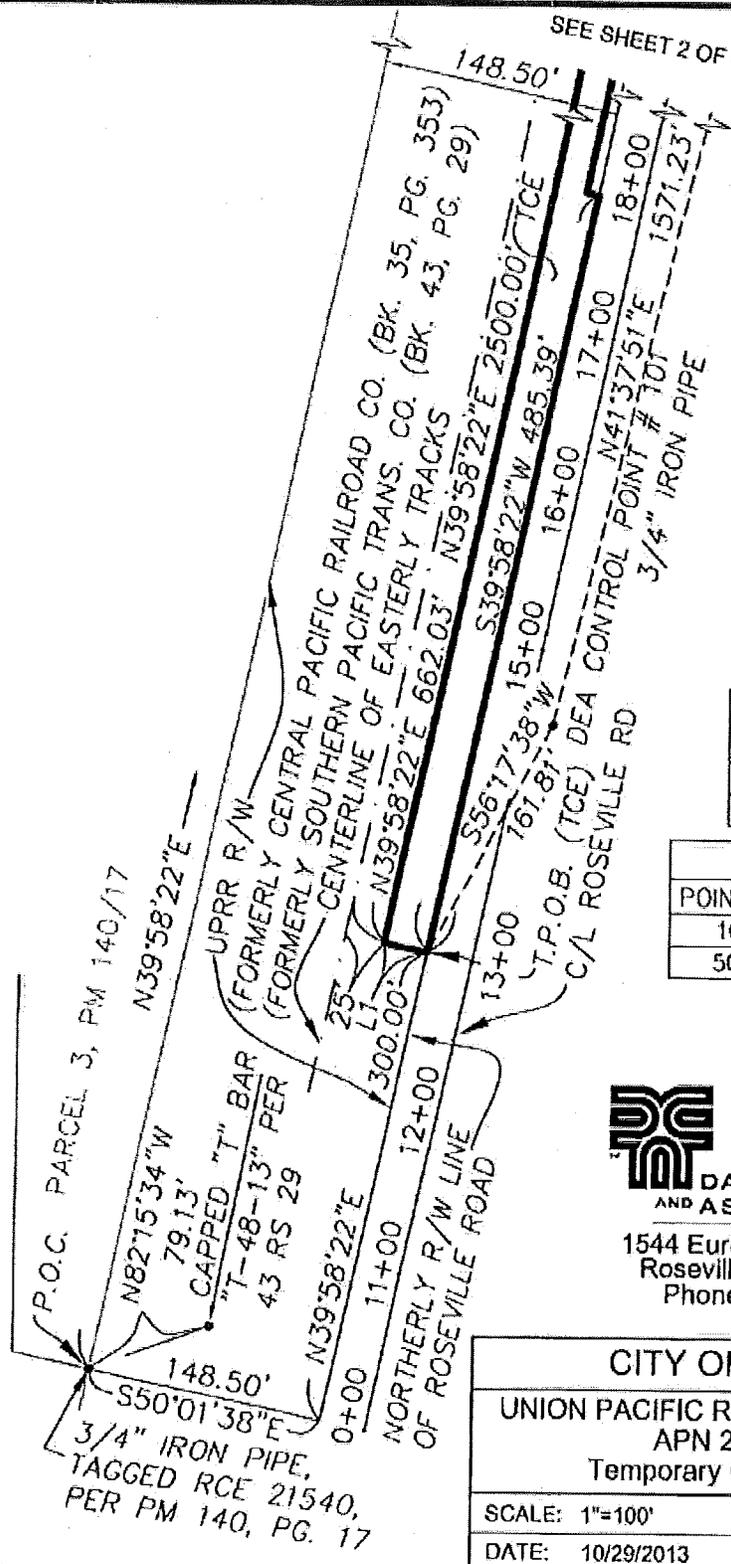


10-30-13

Date



SEE SHEET 2 OF 4



**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT OF WAY
- T.P.O.B. TRUE POINT OF BEGINNING

**EASEMENT AREA**  
1.115 ACRES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N50°01'38"W	27.58'
L2	S50°01'38"E	27.58'

COORDINATE TABLE		
POINT NO.	NORTHERING	EASTING
101	1991631.64	6728875.28
504	1992806.05	6729919.09



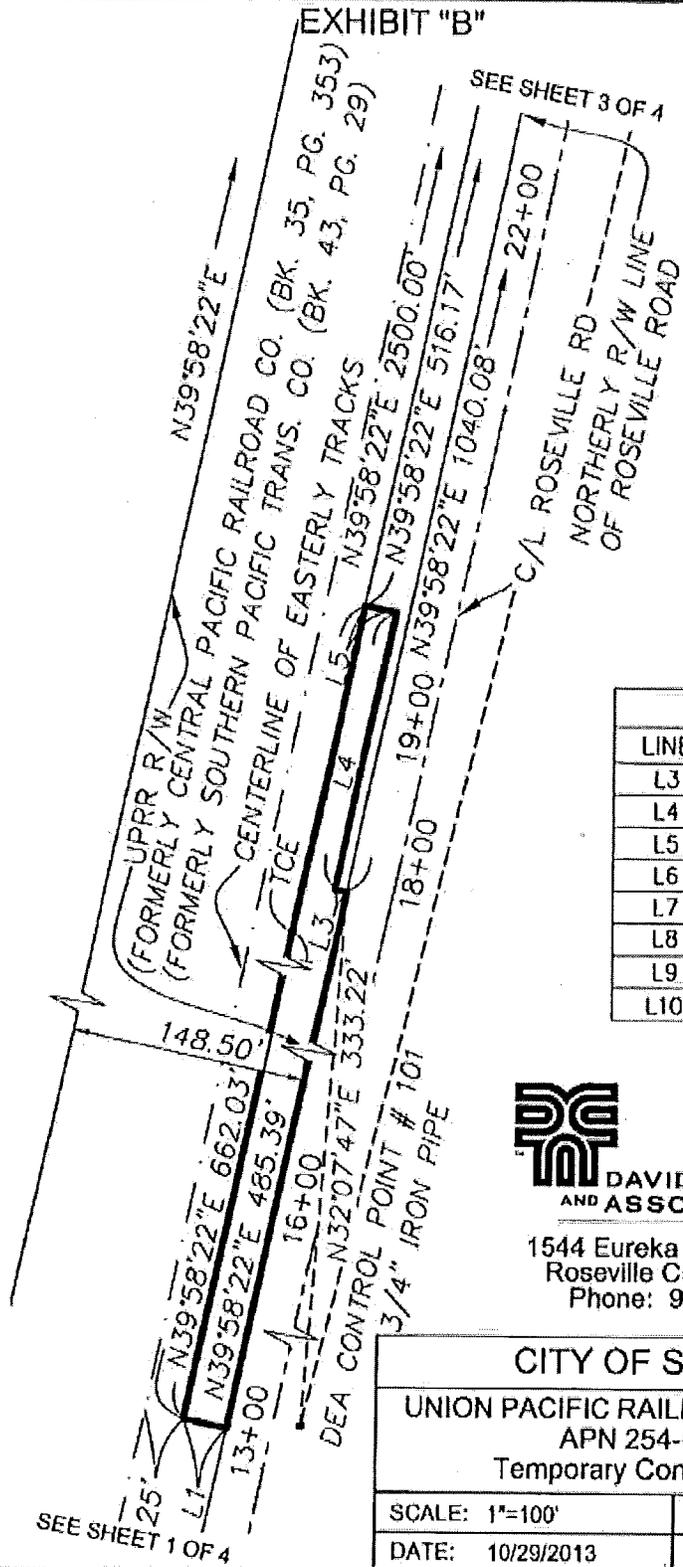
**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661  
Phone: 916.781.9378



SHEET 1 OF 4

<b>CITY OF SACRAMENTO</b>	
UNION PACIFIC RAILROAD COMPANY (UPRR) APN 254-0011-018; 024 Temporary Construction Easement	
SCALE: 1"=100'	DRAWN BY: JCR0
DATE: 10/29/2013	CHECKED BY: DRCR

EXHIBIT "B"



LINE TABLE		
LINE	BEARING	LENGTH
L3	N50°01'38"W	7.93'
L4	N39°58'22"E	176.64'
L5	N50°01'38"W	19.65'
L6	S50°01'38"E	10.26'
L7	N39°58'22"E	197.55'
L8	S50°01'38"E	8.55'
L9	N39°58'22"E	149.72'
L10	S50°01'38"E	8.77'



DAVID EVANS AND ASSOCIATES INC.

1544 Eureka Road, Suite 200  
 Roseville California 95661  
 Phone: 916.781.9378



SHEET 2 OF 4

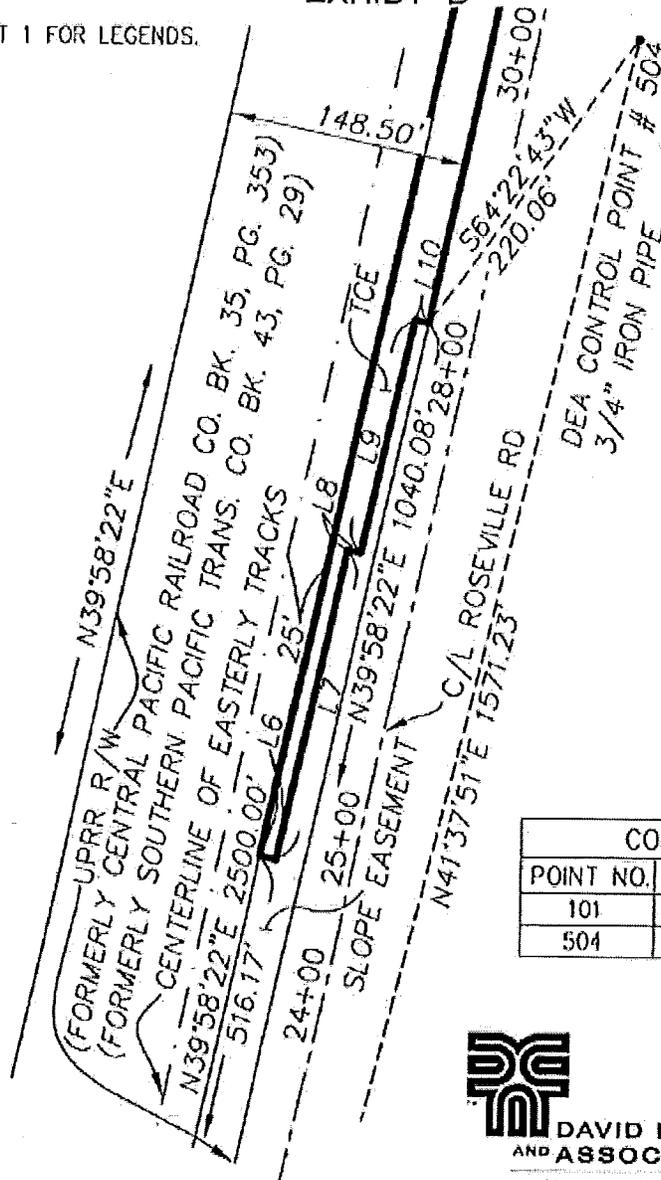
CITY OF SACRAMENTO	
UNION PACIFIC RAILROAD COMPANY (UPRR) APN 254-0011-018; 024 Temporary Construction Easement	
SCALE: 1"=100'	DRAWN BY: JCR0
DATE: 10/29/2013	CHECKED BY: DRCR

**NOTE**

SEE SHEET 1 FOR LEGENDS.

**EXHIBIT "B"**

SEE SHEET  
4 OF 4



COORDINATE TABLE		
POINT NO.	NORTHERING	EASTING
101	1991631.64	6728875.28
504	1992806.05	6729919.09

SEE SHEET  
2 OF 4



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AND ASSOCIATES INC.**

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Roseville California 95661  
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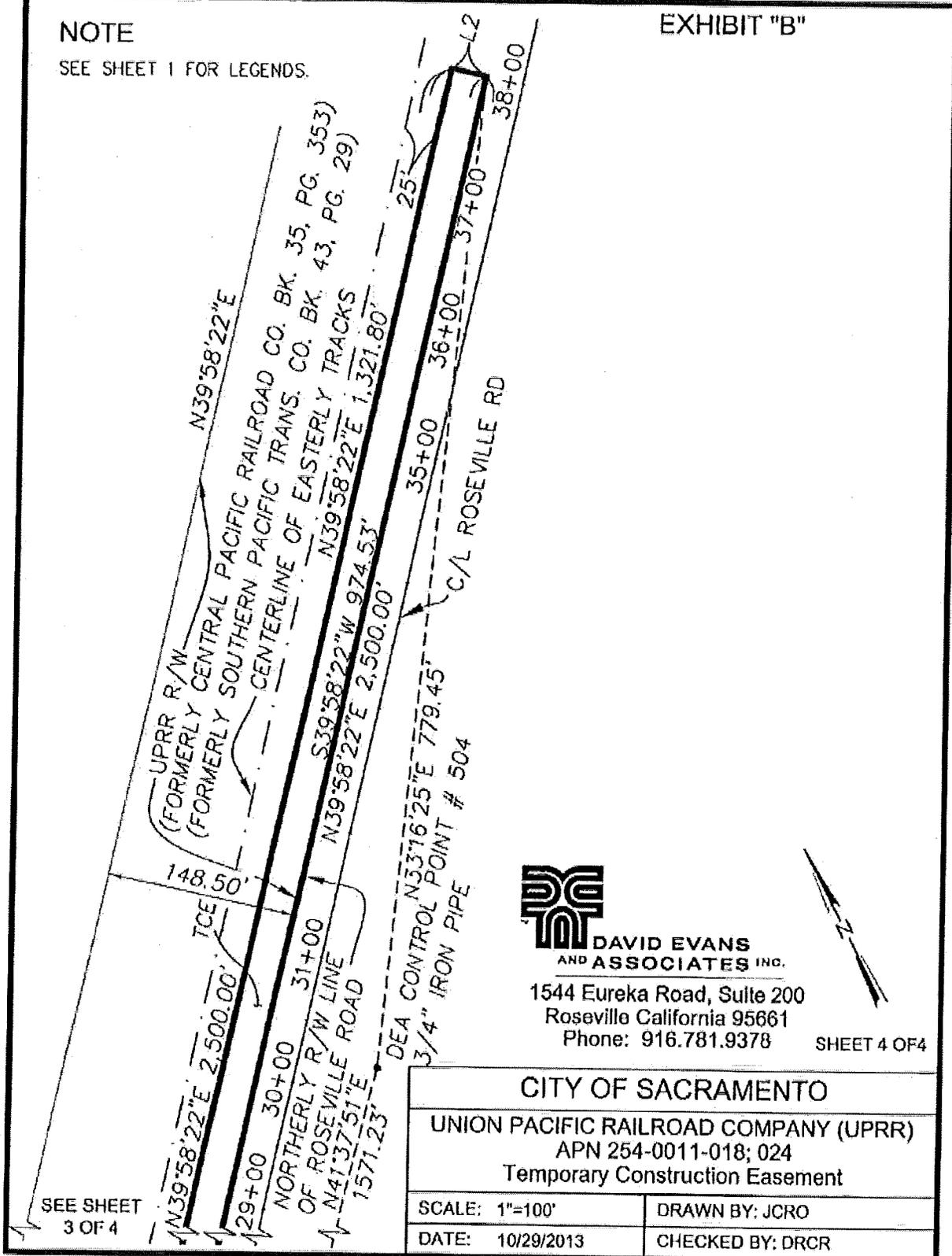
SHEET 3 OF 4

<b>CITY OF SACRAMENTO</b>	
UNION PACIFIC RAILROAD COMPANY (UPRR) APN 254-0011-018; 024 Temporary Construction Easement	
SCALE: 1"=100'	DRAWN BY: JCRO
DATE: 10/29/2013	CHECKED BY: DRCR

**NOTE**

SEE SHEET 1 FOR LEGENDS.

**EXHIBIT "B"**



SEE SHEET  
3 OF 4



**DAVID EVANS  
AND ASSOCIATES INC.**

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Roseville California 95661  
Phone: 916.781.9378

SHEET 4 OF 4

<b>CITY OF SACRAMENTO</b>	
UNION PACIFIC RAILROAD COMPANY (UPRR) APN 254-0011-018; 024 Temporary Construction Easement	
SCALE: 1"=100'	DRAWN BY: JCRO
DATE: 10/29/2013	CHECKED BY: DRCR

**APPENDIX H – UPRR CONTRACTORS RIGHT OF ENTRY AGREEMENT**

Union Pacific Railroad Contractors Right of Entry Agreement (DRAFT)

UPRR Folder No.:

UPRR Audit No.:

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and **NAME OF CONTRACTOR**, a(n) State of Incorporation corporation ("Contractor").

### RECITALS:

Contractor has been hired by the City of Sacramento ("City") to perform work relating to the construction of the new Sacramento City College pedestrian bridge crossing (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post 136.25 on the Railroad's Sacramento Subdivision, (DOT No. 440722V), in or near Sacramento, Sacramento County, California, as such location is in the general location shown on the Railroad Location Print marked Exhibit A-1 and A-2, and as specified on the Detailed Prints collectively marked Exhibit A-3, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated \_\_\_\_\_ between the Railroad and the City of Sacramento. (*Date of Contract*)

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

### AGREEMENT:

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

#### **ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### **ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.**

The General Terms and Conditions contained in Exhibit B, the Insurance Requirements contained in Exhibit C, and the Minimum Safety Requirements contained in Exhibit D, each attached hereto, are hereby made a part of this Agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

DENNIS W. MAGURES MGR TRACK MNTCE 833 EAST 8 <sup>TH</sup> ST STOCKTON, CA 95206 209-546-7333
---

ALBERT LEARD MGR SIGNAL MNTCE 9451 ATKINSON ST ROSEVILLE, CA 95747 916-789-5315
---

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of Exhibit B. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein  
*(Expiration Date)*  
provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in Exhibit C of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of Exhibit B of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
UPRR Folder No.: 2633-13*

**ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 9 - CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

**ARTICLE 11 - EXPLOSIVES.**



Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY  
(Federal Tax ID #94-6001323)

By: \_\_\_\_\_

Contracts

**NAME OF CONTRACTOR**

By \_\_\_\_\_

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

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

**EXHIBIT B**

**TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**GENERAL TERMS & CONDITIONS**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

- A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

**Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.



- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 8:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-338-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in



Exhibit D, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of Exhibit D to each of its employees before they enter the job site.

- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnify under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.



**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**EXHIBIT C**

**TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**INSURANCE REQUIREMENTS**

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. **BUSINESS AUTOMOBILE COVERAGE INSURANCE.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. **RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor must maintain Railroad Protective Liability Insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

- E. **UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

- F. **POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

\$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### OTHER REQUIREMENTS

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its Insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.



## EXHIBIT D

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

#### I. CLOTHING

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- I. Waist-length shirts with sleeves.
  - II. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
  - III. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

#### II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- I. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- II. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- III. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- IV. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

#### III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- I. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.



- ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.
- iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

#### IV. EQUIPMENT

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - ii. Trained in and comply with the applicable operating rules if operating any highway equipment on-track.
  - iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

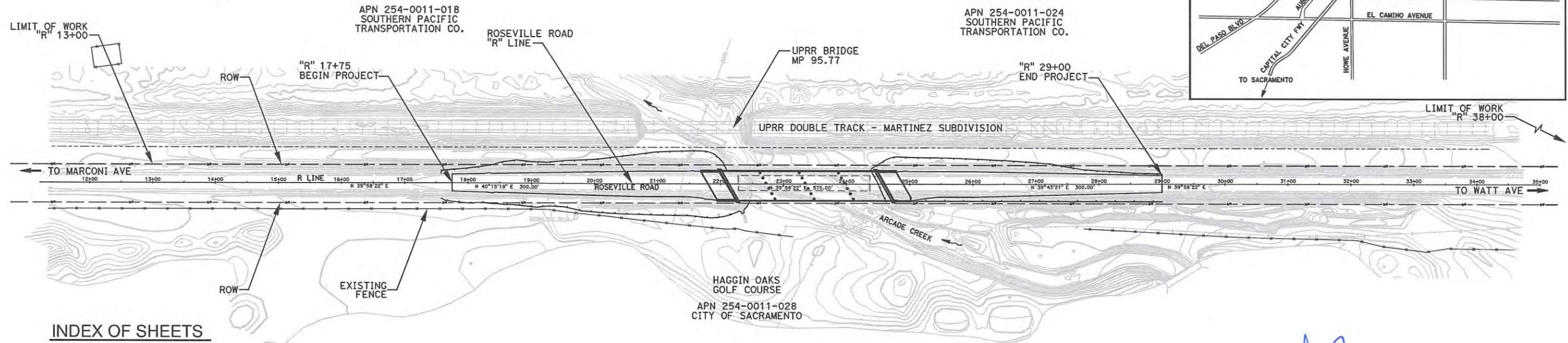
#### V. GENERAL SAFETY REQUIREMENTS

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
  - v. Before stepping over or crossing tracks, look in both directions first.
  - vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

# CITY OF SACRAMENTO

## IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT

(PN: T15068500)



### INDEX OF SHEETS

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1	T-1	COVER SHEET
2	A-1	ABBREVIATIONS, NOTES, & LEGEND
3	SVC-1	SURVEY CONTROL SHEET
4-7	X-1 TO X-4	TYPICAL SECTIONS
8	L-1	PLAN & PROFILE
9	C-1	CONSTRUCTION DETAILS
10-11	CG-1 TO CG-2	CLEARING AND GRUBBING
12-13	GR-1 TO GR-2	GRADING/DRAINAGE AND SLOPE EASEMENTS PLAN
14-16	EC-1 TO EC-3	EROSION CONTROL / WATER POLLUTION PLAN
17	U-1	UTILITY PLANS
18	PD-1	SIGNING & STRIPING PLANS
19-23	SC-1 TO SC-5	STAGE CONSTRUCTION
24-27	DE-1 TO DE-4	DETOUR PLANS
28	RW-1	RETAINING WALL
29-45	BR-1 TO BR-17	BRIDGE PLANS
46-48	LOTB1 TO LOTB3	LOG OF TEST BORINGS
49-61	I-1 TO I-4 P-1 TO P-4 D-1 TO D-5	IRRIGATION PLANS PLANTING PLANS DETAILS
1-23	XS-1 TO XS-23	CROSS SECTIONS SET

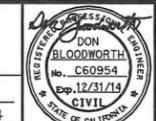
### SITE PLAN

APPROVED BY:  **MATTHEW JOHNS, R.C.E. 78498**  
ASSOCIATE CIVIL ENGINEER 1-22-14  
DATE

APPROVED BY:  **HECTOR BARRON, R.C.E. 45485**  
CITY TRAFFIC ENGINEER  
(SIGNING AND STRIPING) 2-3-14  
DATE

 **MIKE WIDMANN, R.C.E. 55222**  
PROJECT MANAGER 1/21/14  
DATE

3/12/2014 9:49:54 AM FILE: P:\5\SACRO0000004\0400CA0\04205Sheet File\2 to 1 grading\accr04\_01\_ab001\_(T1).dgn

<b>REVISIONS</b> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DESCRIPTION	DATE	BY					<b>BENCH MARK</b> ELEV. 54.58 DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	<b>FIELD BOOK</b> N/A SCALE HORIZ. 1"=80' VERT. N/A	<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS			IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT COVER SHEET	SHEET T-1 1/6 PN: T15068500
NO.	DESCRIPTION	DATE	BY												
DRAWN BY: L. ANDERSEN DATE: JAN 2014			DESIGNED BY: J. ARELLANO/E.ARANDA R.C.E. C78063 DATE JAN 2014		CHECKED BY: D. BLOODWORTH R.C.E. C60954 DATE JAN 2014		615 of 698								

RELATIVE BORDER SCALE IS IN INCHES

## GENERAL NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH: CITY OF SACRAMENTO DESIGN & PROCEDURES MANUAL, DATED SEPTEMBER 1990, CITY STANDARD SPECIFICATIONS, DATED JUNE 2007, CALTRANS STANDARD PLANS, DATED MAY 2010 AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 2010 EDITION.
- THREE WORKING DAYS PRIOR TO PROJECT STAKING, THE CONTRACTOR SHALL SUBMIT TO THE RESIDENT ENGINEER A COMPLETED CONSTRUCTION STAKING REQUEST FORM.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, AND FOR PROVIDING PROPER AND SAFE ROUTING OF THE VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO WORKING HOURS. THE USE OF FLAGGERS, BARRICADES AND CONSTRUCTION SIGNING SHALL COMPLY WITH THE CURRENT EDITION OF THE CALIFORNIA M.U.T.C.D..
- THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL EXISTING UTILITIES AND PROTECTING AND REPAIRING DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (1-800-642-2444) TWO WORKING DAYS PRIOR TO WORK COMMENCEMENT.
- THE CONTRACTOR SHALL MAINTAIN ALL EXISTING SEWER AND/OR DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE PROPOSED SEWER AND/OR DRAINAGE IMPROVEMENTS ARE PLACED.
- THE RESIDENT ENGINEER SHALL DETERMINE THE EXACT LIMITS OF PAVEMENT REMOVAL IN THE FIELD. EXISTING ASPHALT AND CONCRETE TO BE SAWCUT, SHALL BE SAWCUT IN A NEAT STRAIGHT LINE A MINIMUM OF 2-1/2" DEEP. THE EXPOSED VERTICAL EDGES SHALL BE TACKED WITH EMULSION PRIOR TO ASPHALT CONCRETE PAVING.
- DEMOLITION OF EXISTING FEATURES SHALL BE LIMITED TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIAL PROVISIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE ALL EXISTING FEATURES DAMAGED BY HIS OPERATIONS, AT HIS EXPENSE.
- THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PROTECTING EXISTING TREES NOT SCHEDULED TO BE REMOVED BY THIS CONTRACT. ANY TREE DAMAGED SHALL BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CAPPING AND RELOCATING EXISTING SPRINKLERS AS DIRECTED BY THE ENGINEER.
- AT THE TIME THE CONTRACT IS AWARDED, THE CONTRACTOR SHALL POSSESS A CLASS 'A' LICENSE, OR A COMBINATION OF CLASSES REQUIRED BY THE CATEGORIES AND CLASSES OF WORK INCLUDED IN THIS CONTRACT.
- ALL CURB, GUTTER AND SIDEWALK SHOWN TO BE REMOVED SHALL BE REMOVED TO THE NEAREST EXPANSION JOINT OR SCORE MARK. DAMAGE TO EXISTING CURB, GUTTER, AND SIDEWALK WHICH IS SHOWN ON THE PLANS TO REMAIN, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF OCCUPATIONAL SAFETY & HEALTH (2424 ARDEN WAY SUITE 165, SACRAMENTO, CA PHONE 263-2800) PRIOR TO ANY TRENCHING EXCAVATION 5 FEET OR MORE IN DEPTH. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
- 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.
- THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PRESERVING ALL EXISTING MONUMENTS WHICH WILL BE DISTURBED OR REMOVED AS REQUIRED BY CONTRACTOR'S WORK. CONTRACTOR SHALL COORDINATE WITH ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OF EXISTING MONUMENTS, AND SHALL RESET MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONS CODE.
- THE CONTRACTOR, SUBCONTRACTOR OR SURVEYOR SHALL NOT CUT PERMANENT CROSSES INTO EXISTING CONCRETE CURBS, GUTTERS OR SIDEWALKS. THE CONTRACTOR SHALL BE ASSESSED AN ADMINISTRATIVE PENALTY OF \$500 FOR EACH CROSS THAT IS CUT PERMANENTLY INTO EXISTING CONCRETE CURBS, GUTTERS, AND SIDEWALKS.

## STANDARD ABBREVIATIONS

AB	AGGREGATE BASE	EW	EACH WAY	PP	POWER POLE
AC	ASPHALT CONCRETE	F	FILL LINE	POC	POINT OF CURVATURE
ADA	AMERICANS w/ DISABILITIES ACT	FD, FND	FOUND	POT	POINT OF TANGENCY
AP or <	ANGLE POINT	FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE
APP	APPROXIMATE	FG	FINISHED GRADE	PRF	PAVEMENT REINFORCING FABRIC
AVE	AVENUE	FL	FIRE HYDRANT	PVC	POLYVINYL CHLORIDE
BC	BEGIN CURVE	FL or $\overline{L}$	FLOW LINE	PVI	POINT OF VERTICAL INTERSECTION
BK, PG	BOOK, PAGE	FM	FORCE MAIN	PVMT	PAVEMENT
BLDG	BUILDING	FNC	FENCE	R, R =	RADIUS
BLVD	BOULEVARD	FNC	FACE OF CURB	R/W, ROW	RIGHT OF WAY
BM	BENCH MARK	FCC	FACE OF WALK	RCB	REINFORCED CONCRETE BOX CULVERT
BOC	BACK OF CURB	FW	FACE OF WALK	RCP	REINFORCED CONCRETE PIPE
BOW	BACK OF WALK	FT	FOOT (FEET)	RPT	RADIUS POINT
BVC	BEGIN VERTICAL CURVE	G	GAS	R	RIGHT
BW	BOTTOM OF WALL	GB	GRADE BREAK	RT	RETAINING WALL
C	CUT LINE	GD	GUTTER DRAIN	RS	SLOPE
C.O.S.	CITY OF SACRAMENTO	GFL	GUTTER FLOWLINE	SD	STORM DRAIN
C&G	CURB & GUTTER	GR	GATE VALVE	SDMH	STORM DRAIN MH
CAB	CABINET	HMA	HOT MIX ASPHALT	SDR	STANDARD DIMENSION RATIO
CB	CONCRETE BOX	HP	HINGE POINT	SECT	SECTION
C,G&SW	CURB, GUTTER & SIDEWALK	HW	HEADWALL	SF	SQUARE FOOT/FEET
CH	CHORD	HWY	HIGHWAY	SHT	SHEET
? , CL	CENTER LINE	INV	PIPE INVERT	SL, $\frac{1}{2}$	STATION LINE
CLR	CLEAR	IRR	IRRIGATION	SNS	STREET NAME SIGN
CMP	CORRUGATED METAL PIPE	JP	JOINT POLE	SPECS	SPECIFICATIONS
CO	CLEANOUT	L	LENGTH OF CURVE	SS	SANITARY SEWER
CONC	CONCRETE	LF	LINEAR FEET	SSMH	SANITARY SEWER MH
CONST	CONSTRUCT	LIP, LOG	LIP OF GUTTER	ST	STREET
COORD	COORDINATE	LOL	LAYOUT LINE	STA	STATION
CP	CATCH POINT	LNDSCP	LANDSCAPE	STD	STANDARD
CR	CURB RAMP	LT	LEFT	SW	SIDEWALK
CS	CORRUGATED STEEL PIPE	MAX	MAXIMUM	T or TEL	TOP OF BARRIER
CSMH	CABLE TV	MIDWEST GUARD	METAL BEAM GUARD RAIL	TB	TELEPHONE
CSP	COMBINATION SEWER	RAIL SYSTEM		TBC, TBOC	TOP BACK OF CURB
CT	COMBINATION SEWER MH	MFR'S	MANUFACTURER'S	TBW	TOP BACK OF WALK
CTV	CALTRANS	MH	MAINTENANCE HOLE	TC	TOP OF CURB
DG	DECOMPOSED GRANITE		(FORMERLY MANHOLE)	TCE	TEMPORARY CONSTRUCTION EASEMENT
DI or D.I.	DRAIN INLET	MIN	MINIMUM	TF	TOP OF FOOTING
DIA	DIAMETER	MON	MONUMENT	TFC	TOP FACE OF CURB
DTL	DETAIL	No.	NUMBER	TG	TOP OF GRATE
DWG	DRAWING	NTS	NOT TO SCALE	TOB	TOP OF BANK
DWY	DRIVEWAY	O.C.	ON CENTER	TOE	TOE OF SLOPE
E or ELECT	ELECTRICAL	O.D.	OUTSIDE DIAMETER	TW	TOP OF WALL
(E) or EXIST	EXISTING	OG	ORIGINAL GROUND	TYP	TYPICAL
EC	END HORIZONTAL CURVE	OH	OVERHEAD	VAR	VARIABLE
EL or ELEVA	ELEVATION	(P), PROP	PROPOSED	VC	VERTICAL CURVE
EP	EDGE OF PAVEMENT	PB	PULL BOX	W	WATER
ESMT	EASEMENT	PCC	PORTLAND CEMENT CONCRETE,	W/	WITH
ETW	EDGE OF TRAVELED WAY		POINT ON COMPOUND CURVE	WKWY	WALKWAY
EVC	END VERTICAL CURVE	PI	POINT OF INTERSECTION	WM	WATER METER
		PL or $\overline{L}$	PROPERTY LINE	WV	WATER VALVE
		PG	PROPOSED GRADE	WW	WINGWALL

## LEGEND

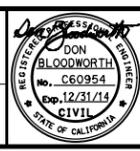
DESCRIPTION	EXISTING	PROPOSED
SANITARY SEWER	---s---	---S---
STORM DRAIN	---sd---	---SD---
WATER MAIN	---w---	---W---
GAS MAIN	---g---	---G---
ELECTRICAL	---e---	---E---
UTILITY POLE	⊖	⊖
ELECTRIC OVERHEAD	---e-(oh)---	---E-(OH)---
FIBER OPTIC	---fo-(oh)---	---FO-(OH)---
UTILITY REMOVAL	///g///	///G///
DROP INLET	⊞	⊞
MANHOLE	○	○
POWER POLE	⊙	⊙
PULL BOX	□	□
RIGHT-OF-WAY (CITY)		---R/W---
TEMPORARY CONSTRUCTION EASEMENT (TCE)		---TCE---
SAWCUT LINE		---SAWCUT---
FENCE	---x---	---x---
RETAINING WALL		---▲---
CONCRETE BARRIER & PERMANENT K-RAIL		---◆---
MIDWEST GUARD RAIL SYSTEM		---■---
TREE	⊙	⊙
LANDSCAPE AREA		⊞
CURVE CALLOUT		⊞
REMOVE AC SURFACING		⊞
REMOVE BASE AND SURFACE		⊞
COLD PLANE AC		---x---
COLD PLANE AC (TO SAWCUT)		---x---
CUT/FILL		---CF---
TEMPORARY FENCE (ESA)		⊞
AB (ROADWAY BACKING)		⊞
POT HOLE		⊞

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REVISIONS				BENCH MARK		FIELD BOOK
NO.	DESCRIPTION	DATE	BY	ELEV.		N/A
				54.58		
				DESCRIPTION:		SCALE
				All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		HORIZ. N/A.
				Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		VERT. N/A.

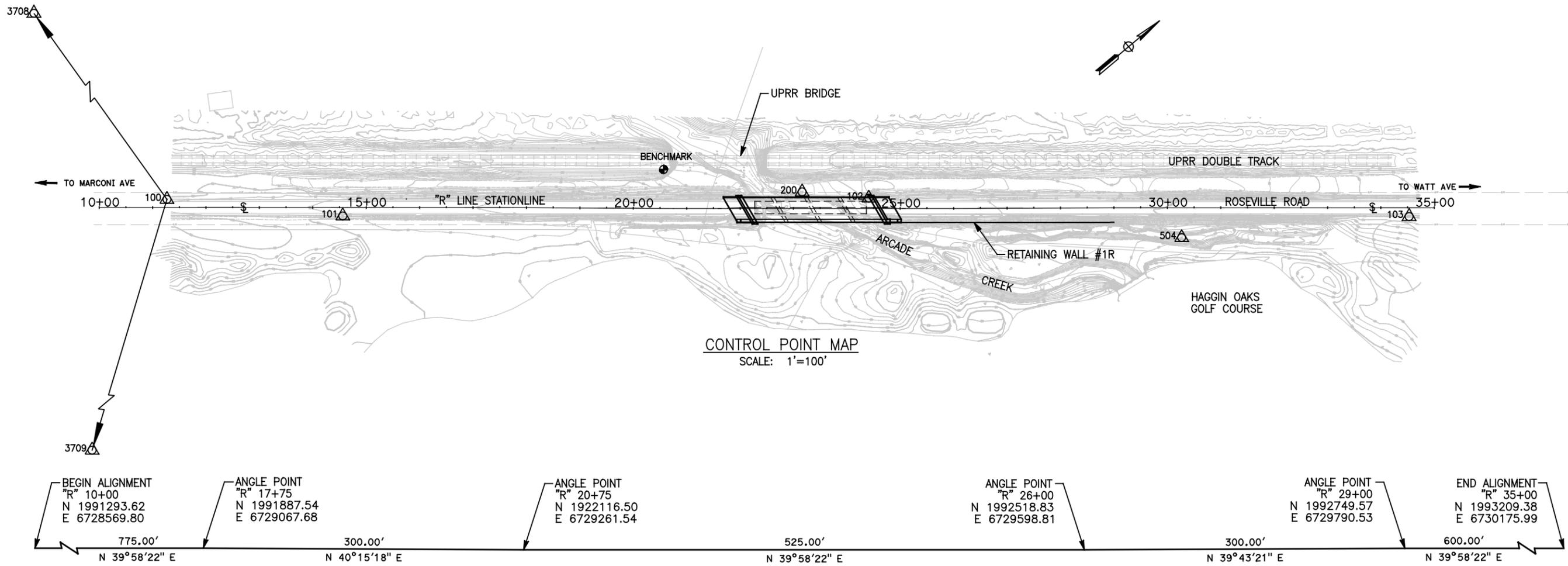
**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E.ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E. C78063 DATE: JAN 2014	R.C.E. C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
ABBREVIATIONS, NOTES, & LEGEND

CONSTRUCTION CONTROL SURVEY DATA				
NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	1991400.65	6728639.52	50.85	DEA CON SURVEY SPIKE
101	1991633.08	6728874.71	51.85	DEA CON SET ¾ IP
102	1992409.29	6729481.99	52.73	DEA CON SET REBAR
103	1993162.59	6730158.17	55.41	DEA CON SET ¾ IP
200	1992321.02	6729392.93	41.09	DEA CON SET SPIKE
504	1992810.82	6729914.76	38.53	DEA CON SET ¾ IP
3708	1991335.27	6725462.33		CITY OF SACRAMENTO GEODETIC CONTROL
3709	1989715.41	6729748.72		CITY OF SACRAMENTO GEODETIC CONTROL



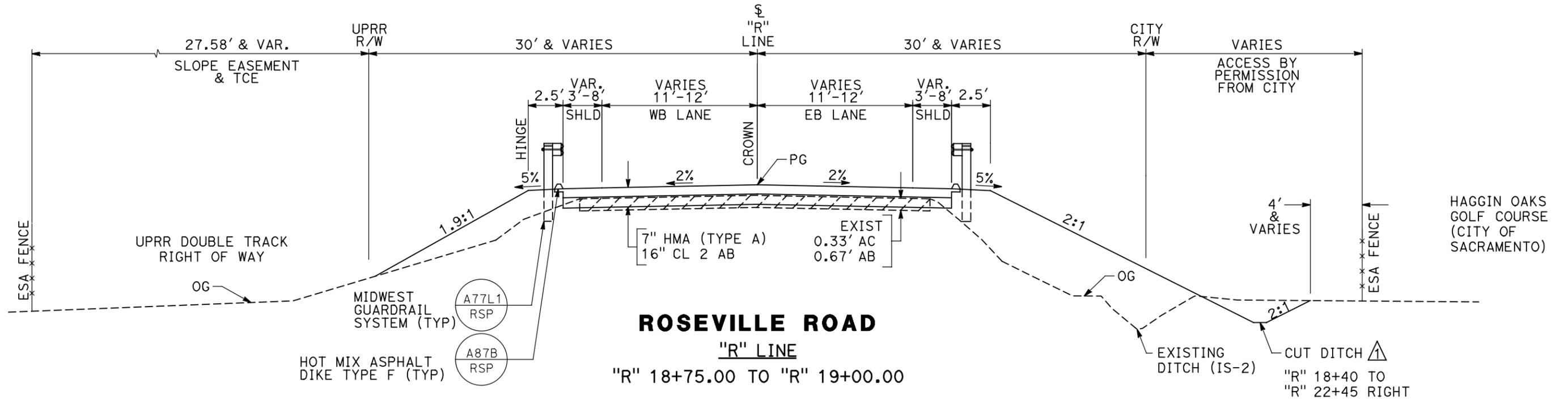
"R" LINE STATIONLINE (S) ALIGNMENT DETAIL  
SCALE: 1"=50'

**BENCH MARK/DATUM**  
 NAVD88 RELATIVE TO NGS VERTICAL BENCH MARK (PID = JS0989)  
 ELEVATION 54.58 FT. HORIZONTAL (NAD 83 (1997.30 EPOCH),  
 CCS ZONE 2, US SURVEY FEET). ALL HORIZONTAL COORDINATES WERE  
 CALCULATED FROM RTK MEASUREMENTS FROM RECORD MONUMENTS  
 (G3708 G3709). THE RECORD VALUES WERE FOUND ON PAGE 5 OF 8,  
 IN THE RECORD OF SURVEY FILED ON 12/19/2002 IN BOOK 63 OF  
 SURVEY MAPS AT PAGE 29, IN THE CITY OF SACRAMENTO (SACRAMENTO  
 COUNTY).

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 3  
2  
1  
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RELATIVE BORDER SCALE IS IN INCHES

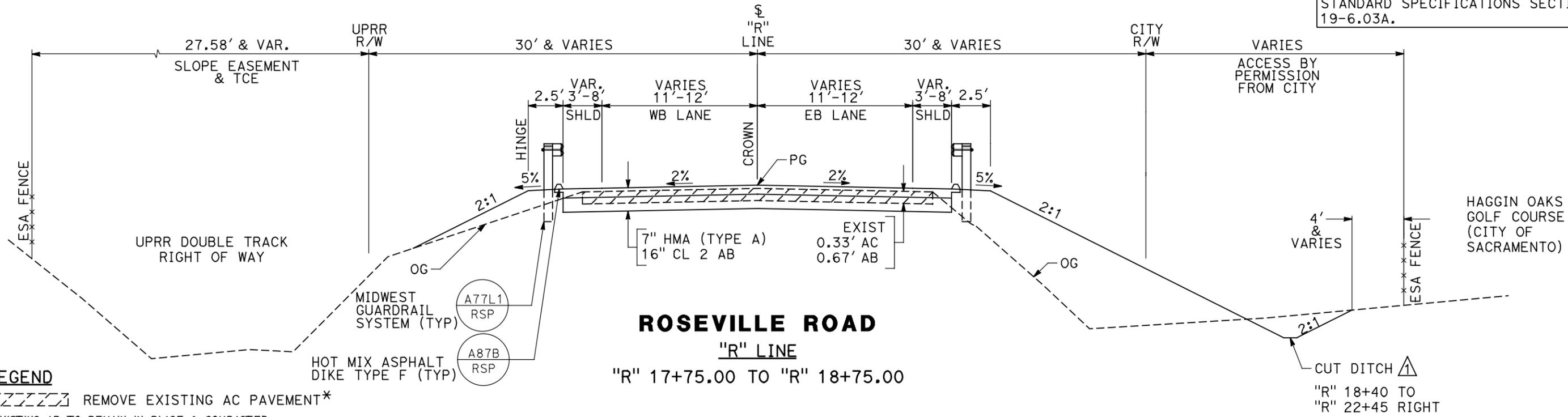
<b>REVISIONS</b> NO. DESCRIPTION DATE BY				<b>BENCH MARK</b> ELEV. 54.58 DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		FIELD BOOK N/A SCALE HORIZ. VAR. VERT. N/A		<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS							IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT SURVEY CONTROL SHEET		SHEET <b>SVC-1</b> 17 of 698 61	
				DRAWN BY: E. ARANDA DATE: JAN 2014		DESIGNED BY: J. BENTLEY LS 7223 DATE JAN 2014		CHECKED BY: D. CROSSWHITE DATE: JAN 2014										

RELATIVE BORDER SCALE  
IS IN INCHES



**ROSEVILLE ROAD**  
"R" LINE  
"R" 18+75.00 TO "R" 19+00.00

**NOTE**  
FOR NEW EMBANKMENT ON TOP OF EXISTING SLOPE, SEE CALTRANS STANDARD SPECIFICATIONS SECTION 19-6.03A.



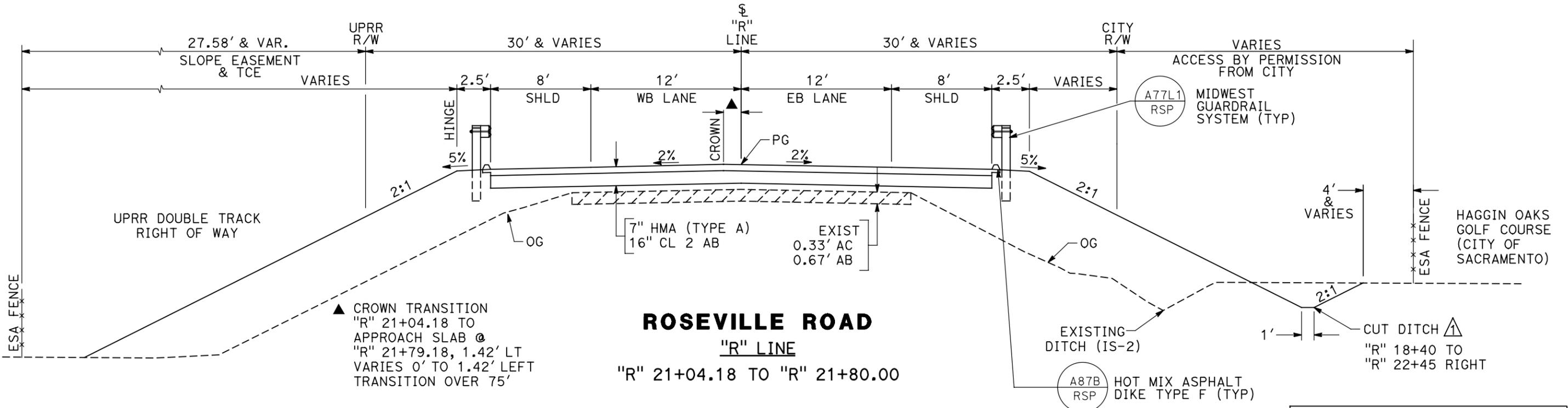
**ROSEVILLE ROAD**  
"R" LINE  
"R" 17+75.00 TO "R" 18+75.00

**LEGEND**  
 REMOVE EXISTING AC PAVEMENT\*  
 \*EXISTING AB TO REMAIN IN PLACE & COMPACTED, EXCEPT WHERE IN CONFLICT WITH NEW AB

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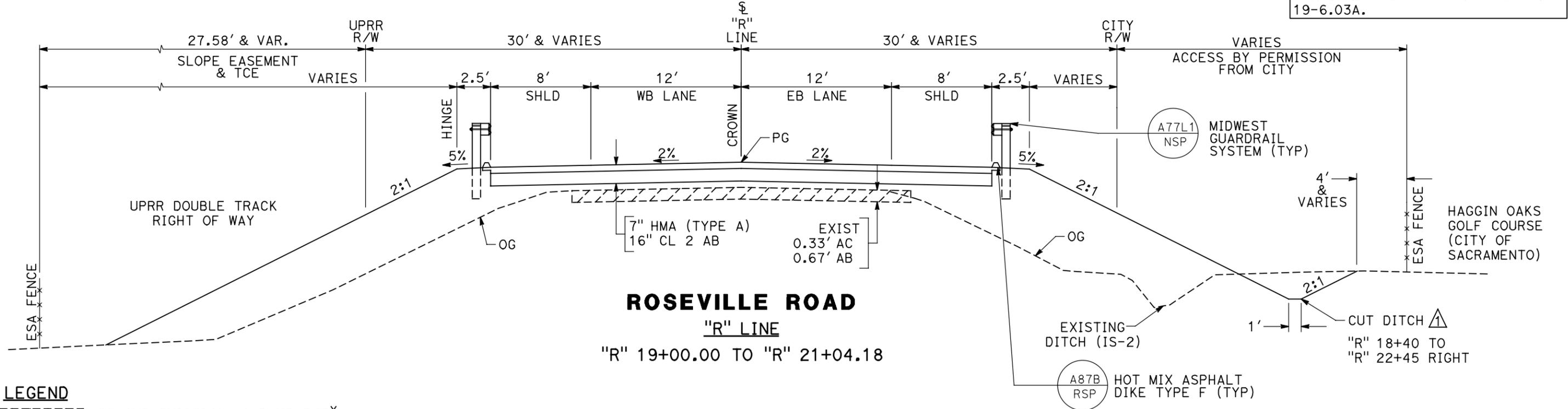
<b>REVISIONS</b> NO. DESCRIPTION DATE BY			<b>BENCH MARK</b> ELEV. 54.58 DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		FIELD BOOK N/A SCALE HORIZ. 1"=4' VERT. N/A		<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS							IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT TYPICAL CROSS SECTIONS		SHEET X-1 18 of 698 61	
			DRAWN BY: L. ANDERSEN DATE: JAN 2014		DESIGNED BY: J. ARELLANO/E.ARANDA R.C.E. C78063 DATE JAN 2014		CHECKED BY: D. BLOODWORTH R.C.E. C60954 DATE JAN 2014			1544 Eureka Road, Suite 200 Roseville California 95661		PN 15068500					

RELATIVE BORDER SCALE  
IS IN INCHES



**ROSEVILLE ROAD**  
"R" LINE  
"R" 21+04.18 TO "R" 21+80.00

**NOTE**  
FOR NEW EMBANKMENT ON TOP OF EXISTING SLOPE, SEE CALTRANS STANDARD SPECIFICATIONS SECTION 19-6.03A.



**ROSEVILLE ROAD**  
"R" LINE  
"R" 19+00.00 TO "R" 21+04.18

**LEGEND**  
 [Hatched pattern] REMOVE EXISTING AC PAVEMENT\*  
 \*EXISTING AB TO REMAIN IN PLACE & COMPACTED, EXCEPT WHERE IN CONFLICT WITH NEW AB

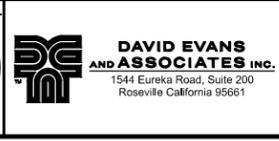
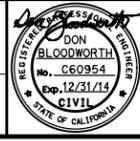
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REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=4'
VERT.	N/A

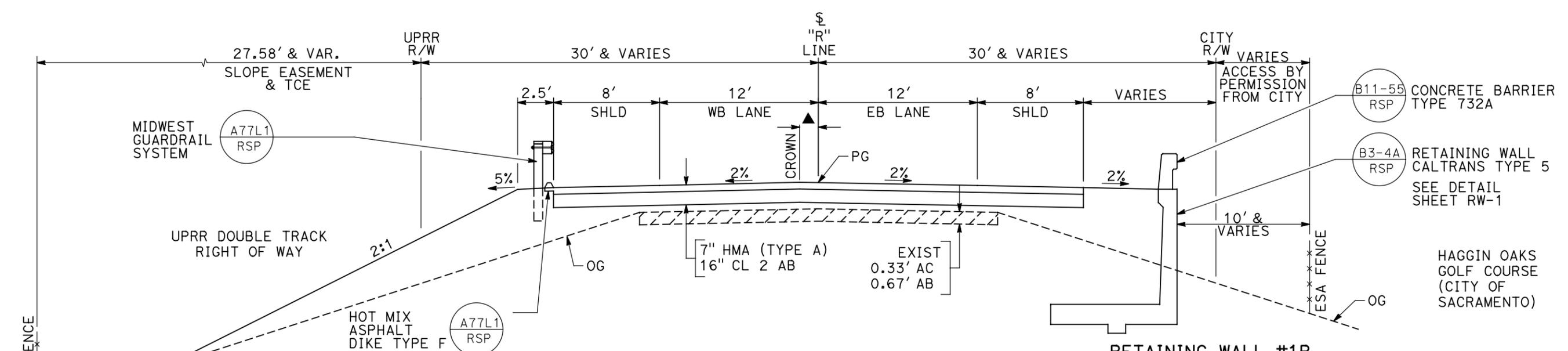
<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS		
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E.ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E. C78063 DATE: JAN 2014	R.C.E. C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
TYPICAL CROSS SECTIONS

SHEET X-2  
PN 15068500  
19 of 698  
61

RELATIVE BORDER SCALE  
IS IN INCHES



**ROSEVILLE ROAD**

"R" LINE

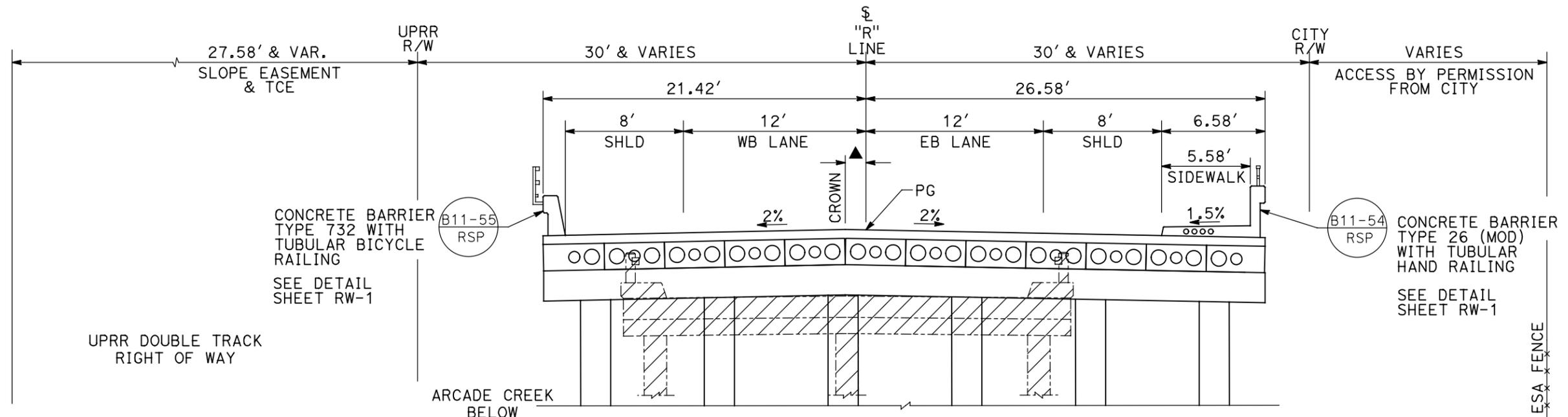
"R" 24+90.00 TO "R" 25+64.18

▲ CROWN TRANSITION  
"R" 24+89.18 1.42' LT  
@ APPROACH SLAB  
TO "R" 25+64.18  
VARIES 1.42' TO 0' LEFT  
TRANSITION OVER 75'

**RETAINING WALL #1R**

"R" 24+80.91 TO  
"R" 29+00.00 RIGHT

**NOTE**  
FOR NEW EMBANKMENT ON TOP OF  
EXISTING SLOPE, SEE CALTRANS  
STANDARD SPECIFICATIONS SECTION  
19-6.03A.



**ROSEVILLE ROAD**

"R" LINE

"R" 21+80.00 TO "R" 24+90.00

▲ CROWN LINE  
APPROACH SLAB TO APPROACH SLAB  
"R" 21+79.18 TO "R" 24+89.18  
1.42' LEFT

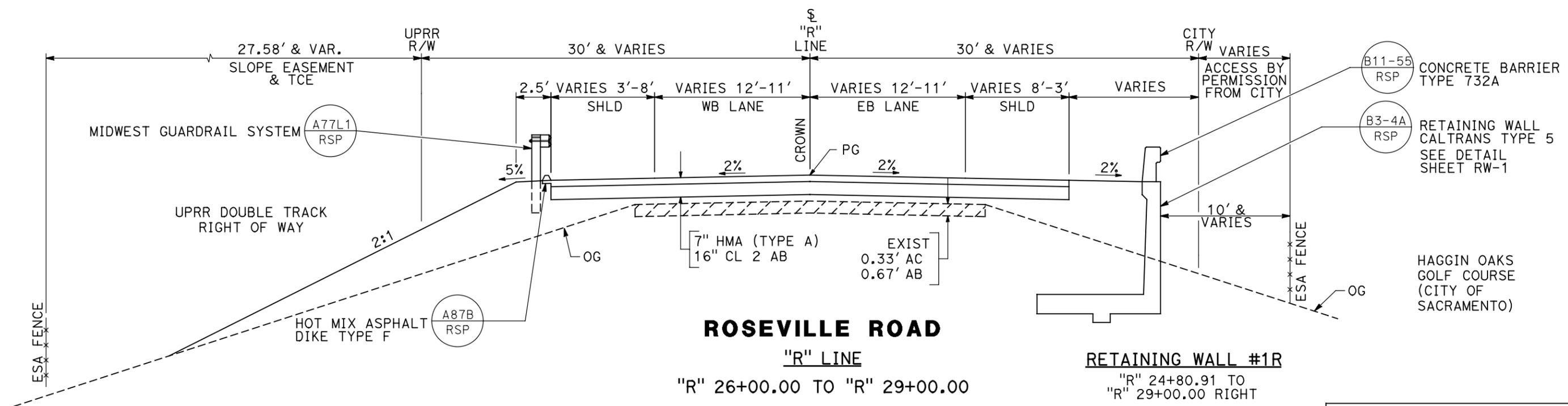
▲ **CROWN NOTE:**  
THE CROWN WAS DEVELOPED  
TO ACCOMMODATE FUTURE  
CLASS I BIKEWAY ALONG  
EASTBOUND (RIGHT) LANES.  
PROFILE GRADE (PG)  
ELEVATION DOES NOT  
ALWAYS MATCH  
CROWN ELEVATION.

**LEGEND**  
[Hatched pattern] REMOVE EXISTING AC PAVEMENT\*  
\*EXISTING AB TO REMAIN IN PLACE & COMPACTED,  
EXCEPT WHERE IN CONFLICT WITH NEW AB

3/13/2014 2:08:36 PM FILE: P:\S\SACR00000004\04000004\0420Sheet Files\2 to 1 grading\sect04\_06\_c60954\_(X3).dgn

<b>REVISIONS</b> NO. DESCRIPTION DATE BY		<b>BENCH MARK</b> ELEV. 54.58 DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	FIELD BOOK N/A SCALE HORIZ. 1"=4' VERT. N/A	<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS				IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT TYPICAL CROSS SECTIONS	SHEET X-3 PN 15068500 20 of 698 61
				DRAWN BY: L. ANDERSEN DATE: JAN 2014	DESIGNED BY: J. ARELLANO/E.ARANDA R.C.E. C78063 DATE JAN 2014	CHECKED BY: D. BLOODWORTH R.C.E. C60954 DATE JAN 2014			

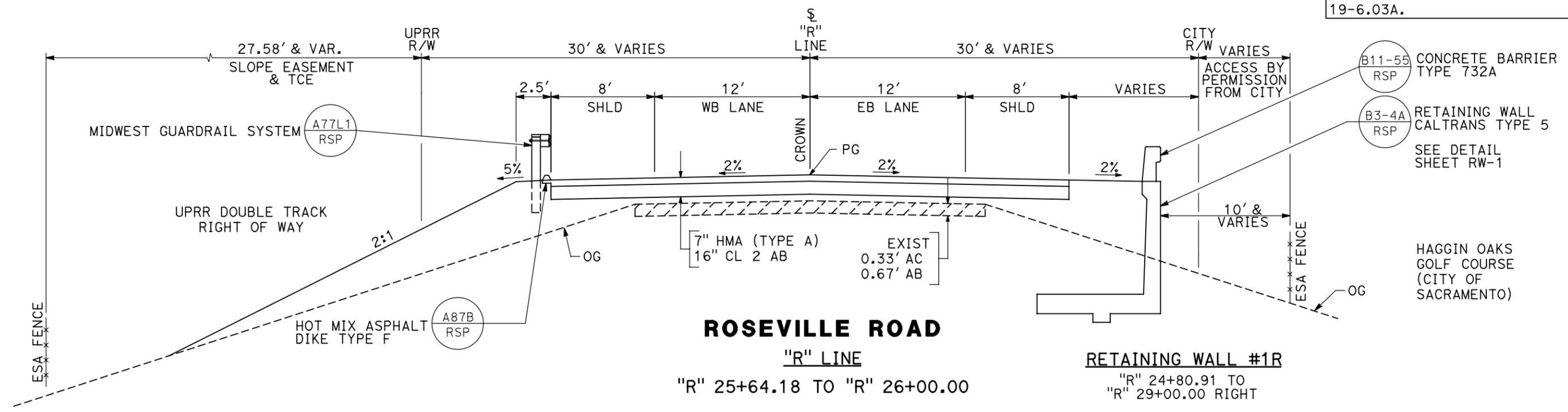
RELATIVE BORDER SCALE  
IS IN INCHES



**ROSEVILLE ROAD**  
"R" LINE  
"R" 26+00.00 TO "R" 29+00.00

**RETAINING WALL #1R**  
"R" 24+80.91 TO  
"R" 29+00.00 RIGHT

**NOTE**  
FOR NEW EMBANKMENT ON TOP OF EXISTING SLOPE, SEE CALTRANS STANDARD SPECIFICATIONS SECTION 19-6.03A.



**ROSEVILLE ROAD**  
"R" LINE  
"R" 25+64.18 TO "R" 26+00.00

**RETAINING WALL #1R**  
"R" 24+80.91 TO  
"R" 29+00.00 RIGHT

**LEGEND**

- REMOVE EXISTING AC PAVEMENT\*
- \*EXISTING AB TO REMAIN IN PLACE & COMPACTED, EXCEPT WHERE IN CONFLICT WITH NEW AB

3/13/2014 2:09:53 PM  
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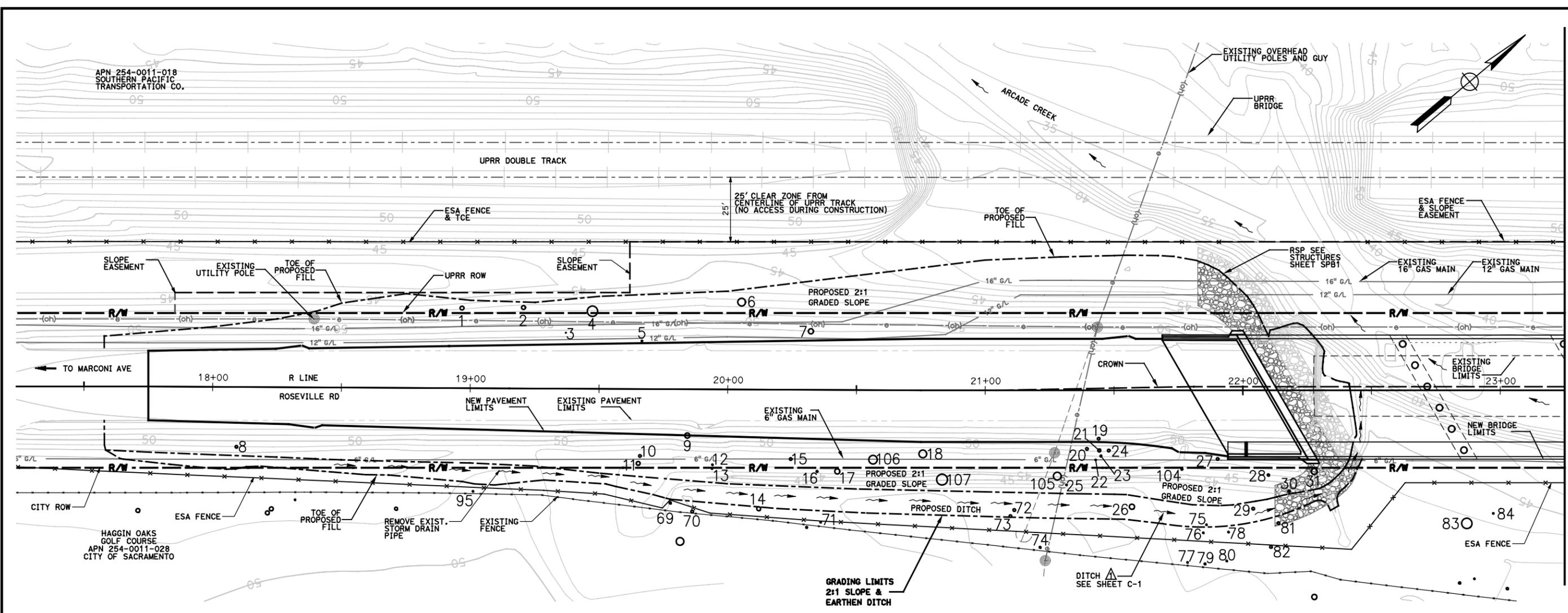
<p><b>REVISIONS</b></p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				NO.	DESCRIPTION	DATE	BY					<p><b>BENCH MARK</b> ELEV. 54.58</p> <p>DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)</p>		<p><b>FIELD BOOK</b> N/A</p> <p>SCALE HORIZ. 1"=4' VERT. N/A</p>		<p><b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS</p>			<p></p>		<p><b>DAVID EVANS AND ASSOCIATES INC.</b> 1544 Eureka Road, Suite 200 Roseville California 95661</p>		<p>IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT TYPICAL CROSS SECTIONS</p>		<p>SHEET X-4 61</p>	
NO.	DESCRIPTION	DATE	BY																							
<p>NO.</p>				<p>DRAWN BY: L. ANDERSEN DATE: JAN 2014</p>		<p>DESIGNED BY: J. ARELLANO/E.ARANDA R.C.E. C78063 DATE JAN 2014</p>		<p>CHECKED BY: D. BLOODWORTH R.C.E. C60954 DATE JAN 2014</p>		<p>PN 15068500</p>		<p>11 of 698</p>														





RELATIVE BORDER SCALE  
15 IN INCHES

3/14/2014 12:19:46 PM dabi FILE: P:\S\SACR00000004\040000AD\04205sheet\Plan2 to 1 grading\arcade\_10\_spo02\_(csc) - for DFWS\_1.27.14.dgn



MATCH LINE STA 23+25  
SEE SHEET CG-2

**TREE DISPOSITION - TABLE 1**  
SEE CLEARING & GRUBBING NOTES, THIS SHEET.

TREE NO.	TREE DIA.	TREE HEIGHT	TREE SPECIES COMMON NAME	REMOVE TREE	ATTEMPT TO PROTECT AND MITIGATE
8	12"	20'	LIVE OAK	X	
9	24"	30'	AMERICAN ELM	X	
10	12"	20'	LIVE OAK	X	
11	18"	35'	LIVE OAK	X	
12	6"	10'	LIVE OAK	X	
13	6"	15'	LIVE OAK	X	
14	18"	30'	LIVE OAK	X	X
15	12"	15'	LIVE OAK	X	
16	8"	15'	LIVE OAK	X	
17	24"	15'	LIVE OAK	X	
18	36"	40'	VALLEY OAK	X	
19	12"	20'	LIVE OAK	X	
20	12"	15'	CORK OAK	X	
21	14"	25'	LIVE OAK	X	
22	6"	10'	LIVE OAK	X	
23	8"	20'	LIVE OAK	X	
24	12"	20'	LIVE OAK	X	
25	6"	15'	UNKNOWN	X	
26	24"	50'	UNKNOWN	X	
27	12"	15'	AMERICAN ELM	X	
28	10"	30'	UNKNOWN	X	
29	12"	20'	UNKNOWN	X	
30	10"	35'	UNKNOWN	X	
31	30"	40'	AMERICAN ELM	X	

TREES UNDER CDFW JURISDICTION REQUIRING MITIGATION  
TREES UNDER CDFW JURISDICTION NOT REQUIRING MITIGATION  
TREES NOT UNDER CDFW JURISDICTION

**TREE DISPOSITION - TABLE 2**  
SEE CLEARING & GRUBBING NOTES, THIS SHEET.

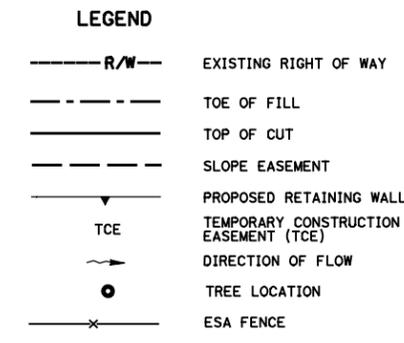
TREE NO.	TREE DIA.	TREE HEIGHT	TREE SPECIES COMMON NAME	REMOVE TREE	ATTEMPT TO PROTECT AND MITIGATE	SAVE TREE
69	10"	20'	OAK		X	
70	12"	25'	OAK		X	
71	6"	15'	POPLAR		X	
72	6"	20'	VALLEY OAK	X		
73	12"	20'	VALLEY OAK	X		
74	8"	15'	CORK OAK			X
75	6"	15'	LIVE OAK	X		
76	6"	15'	WILLOW		X	
77	6"	10'	WILLOW			X
78	6"	15'	WILLOW		X	
79	8"	15'	WILLOW			X
80	6"	20'	WILLOW			X
81	12"	30'	WILLOW	X		
82	12"	30'	WILLOW			X
83	48"	60'	LIVE OAK			X
84	6"	20'	LIVE OAK			X
95	6"	10'	CORK OAK			X
104	4", 3", 2"	44'	INTERIOR LIVE OAK	X		
105	5", 5"	25'	INTERIOR LIVE OAK	X		
106	32"	42'	INTERIOR LIVE OAK	X		
107	18", 24"	40'	INTERIOR LIVE OAK	X		

TREES UNDER CDFW JURISDICTION REQUIRING MITIGATION  
TREES UNDER CDFW JURISDICTION NOT REQUIRING MITIGATION  
TREES NOT UNDER CDFW JURISDICTION

**TREE DISPOSITION - TABLE 3**  
SEE CLEARING & GRUBBING NOTES, THIS SHEET.

TREE NO.	TREE DIA.	TREE HEIGHT	TREE SPECIES COMMON NAME	REMOVED TREE
1	18"	30'	LIVE OAK	X
2	18"	30'	LIVE OAK	X
3	3"	8'	LIVE OAK	X
4	48"	75'	VALLEY OAK	X
5	6"	10'	LIVE OAK	X
6	36"	50'	LIVE OAK	X
7	24"	30'	ALMOND	X

REMOVED TREES ALL LOCATED ON WEST SIDE OF ROSEVILLE RD. ADJACENT TO UPRR RIGHT OF WAY



**CLEARING AND GRUBBING NOTES**

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO MINIMIZE WORK AREAS TO MITIGATE ENVIRONMENTAL IMPACTS IN ACCORDANCE WITH PERMITTING REQUIREMENTS SPECIFICALLY DEVELOPED FOR THIS PROJECT AS SHOWN IN THE SPECIFICATIONS.
- EVERY EFFORT SHOULD BE MADE TO PROTECT AND SALVAGE EXISTING TREES IN PLACE, IF POSSIBLE, ON THE PROJECT SITE AT ALL TIMES.
- A CITY CONTRACT WAS PREVIOUSLY EXECUTED, IN ADVANCE OF THIS PROJECT, TO REMOVE TREES ANTICIPATED TO BE IN CONFLICT WITH THIS PROJECT. TREE TOPS WERE REMOVED LEAVING STUMPS AND ROOT STRUCTURE.  
IF OTHER TREES CANNOT BE SALVAGED OR ARE IN CONFLICT WITH PROJECT CONSTRUCTION, CONTRACTOR MUST NOTIFY ENGINEER AND PROJECT BIOLOGIST 3 WORKING DAYS BEFORE REMOVING TREES FOR ASSESSMENT AND DETERMINATION OF MITIGATION REQUIREMENTS.
- THE CONTOURS SHOWN ON THESE CLEARING AND GRUBBING SHEETS ARE EXISTING CONTOURS.
- FOR GRUBBING DEPTHS OF TREE STUMPS, SEE 2010 CALTRANS SPECIFICATION 16-1.03C.

**UTILITY NOTES**

- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO CLEARING, GRUBBING, EXCAVATING, OR GRADING FOR UTILITY MARKOUT.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY UTILITY ELEVATIONS AND TO PROTECT EXISTING UTILITIES PRIOR TO CLEARING, GRUBBING, EXCAVATING, OR GRADING.
- PG&E TO RETIRE AND REMOVE/ABANDON 6" GAS MAIN ON RIGHT SIDE OF ALIGNMENT.  
PG&E TO RELOCATE 12" GAS MAIN ON LEFT SIDE OF ALIGNMENT. 16" GAS MAIN ON LEFT SIDE OF ALIGNMENT TO REMAIN IN PLACE. UTILITY POLES & OVERHEAD LINES TO REMAIN IN PLACE. CONTRACTOR MUST COORDINATE WITH PG&E REGARDING UTILITY SCHEDULE.
- SEE UTILITY PLANS FOR ADDITIONAL INFORMATION.

**REVISIONS**

NO.	DESCRIPTION	DATE	BY

**BENCH MARK** ELEV. 54.58

DESCRIPTION:  
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88  
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)

FIELD BOOK N/A

SCALE  
HORIZ. 1"=20'  
VERT. N/A

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: L. ANDERSEN  
DATE: JAN 2014

DESIGNED BY: J. ARELLANO/E.ARANDA  
R.C.E. C78063 DATE: JAN 2014

CHECKED BY: D. BLOODWORTH  
R.C.E. C60954 DATE: JAN 2014

**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661

REGISTERED PROFESSIONAL ENGINEER  
DON BLOODWORTH  
No. C60954  
Exp. 12/31/14  
CIVIL  
STATE OF CALIFORNIA

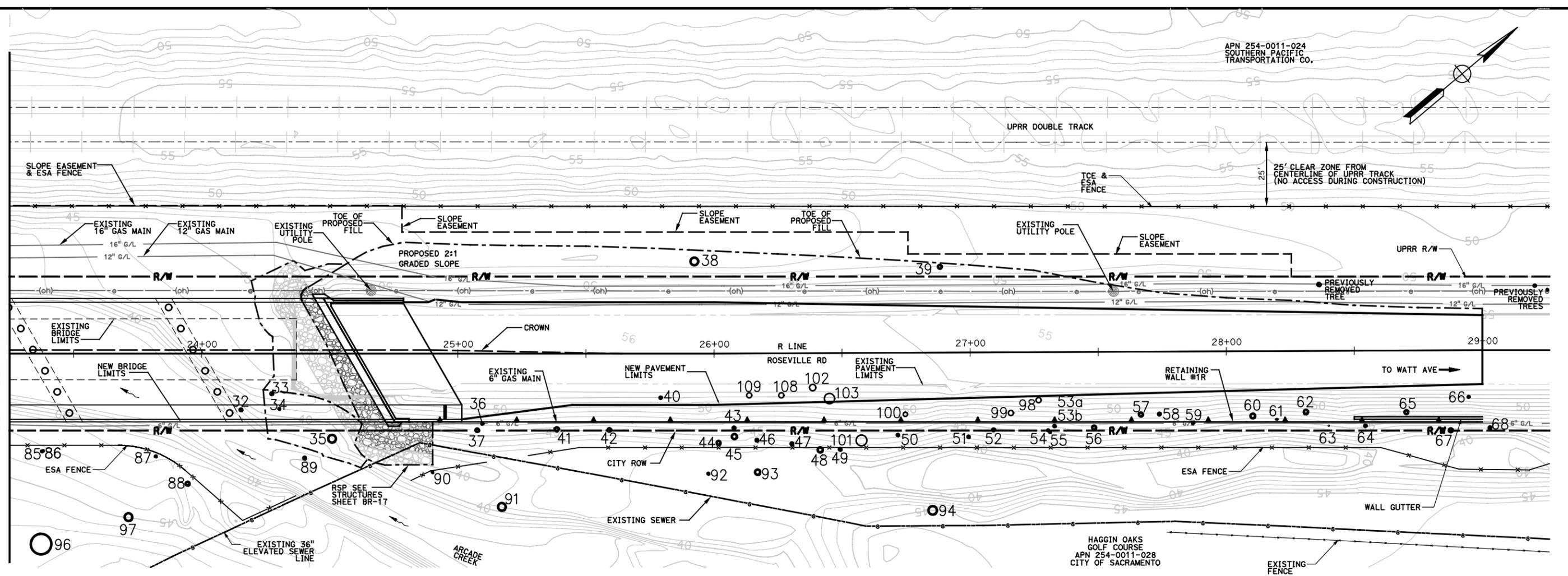
IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
CLEARING AND GRUBBING

PN 151068500  
SHEET CG-1  
24 of 698  
61

RELATIVE BORDER SCALE  
15 IN INCHES

APN 254-0011-024  
SOUTHERN PACIFIC  
TRANSPORTATION CO.

MATCH LINE STA 23+25  
SEE SHEET CG-1



**TREE DISPOSITION - TABLE 1**  
SEE CLEARING & GRUBBING NOTES, THIS SHEET.

TREE NO.	TREE DIA.	TREE HEIGHT	TREE SPECIES COMMON NAME	REMOVE TREE	ATTEMPT TO PROTECT AND MITIGATE
32	16", 8"	20'	AMERICAN ELM	X	
33	16"	20'	AMERICAN ELM	X	
34	6"	20'	AMERICAN ELM	X	
35	36"	30'	WILLOW	X	
36	8"	15'	VALLEY OAK	X	
37	14"	25'	VALLEY OAK	X	
40	10"	16'	LIVE OAK	X	
41	24"	50'	WALNUT	X	
42	18"	25'	LIVE OAK	X	
43	12"	20'	LIVE OAK	X	
44	18"	30'	UNKNOWN	X	X
45	24"	30'	VALLEY OAK	X	
46	24"	30'	LIVE OAK	X	X
47	12"	30'	WALNUT	X	X
48	24"	30'	LIVE OAK	X	X
49	12"	20'	LIVE OAK	X	X
50	16"	20'	WALNUT	X	X
51	10"	20'	LIVE OAK	X	X
52	12"	20'	UNKNOWN	X	X
53a	12"	30'	LIVE OAK	X	
53b	12"	30'	LIVE OAK	X	
54	10"	30'	LIVE OAK	X	
55	10"	30'	LIVE OAK	X	
56	24"	30'	VALLEY OAK	X	
57	18"	25'	LIVE OAK	X	
58	12"	30'	LIVE OAK	X	
59	10"	30'	LIVE OAK	X	
60	22"	40'	LIVE OAK	X	
61	10"	20'	LIVE OAK	X	
62	20"	40'	LIVE OAK	X	
63	8"	10'	LIVE OAK	X	
64	10"	30'	VALLEY OAK	X	

TREES UNDER CDFW JURISDICTION REQUIRING MITIGATION  
TREES UNDER CDFW JURISDICTION NOT REQUIRING MITIGATION  
TREES NOT UNDER CDFW JURISDICTION

**TREE DISPOSITION - TABLE 2**  
SEE CLEARING & GRUBBING NOTES, THIS SHEET.

TREE NO.	TREE DIA.	TREE HEIGHT	TREE SPECIES COMMON NAME	REMOVE TREE	ATTEMPT TO PROTECT AND MITIGATE
65	18"	25'	LIVE OAK	X	
66	8"	10'	LIVE OAK	X	
67	18"	40'	WILLOW	X	
68	18"	25'	LIVE OAK	X	

TREES UNDER CDFW JURISDICTION REQUIRING MITIGATION  
TREES UNDER CDFW JURISDICTION NOT REQUIRING MITIGATION  
TREES NOT UNDER CDFW JURISDICTION

**TREE DISPOSITION - TABLE 3**  
SEE CLEARING & GRUBBING NOTES, THIS SHEET.

TREE NO.	TREE DIA.	TREE HEIGHT	TREE SPECIES COMMON NAME	REMOVE TREE	ATTEMPT TO PROTECT AND MITIGATE	SAVE TREE
85	UNK.	UNK.	UNKNOWN			X
86	UNK.	UNK.	UNKNOWN			X
87	8"	20'	UNKNOWN			X
88	UNK.	UNK.	UNKNOWN			X
89	UNK.	UNK.	UNKNOWN			X
90	6"	15'	POPLAR		X	
91	36"	35'	DOGWOOD			X
92	UNK.	UNK.	UNKNOWN			X
93	UNK.	UNK.	UNKNOWN			X
94	40"	25'	POPLAR SPLIT			X
96	96"	100'	UNKNOWN			X
97	36"	75'	UNKNOWN			X
98	5,4,3,2	11'	INTERIOR LIVE OAK	X		
99	3",3",3"	15'	INTERIOR LIVE OAK	X		
100	10"	17'	INTERIOR LIVE OAK	X		
101	10"	45'	INTERIOR LIVE OAK		X	
102	11"	45'	OREGON ASH	X		
103	24",10"	44'	INTERIOR LIVE OAK	X		
108	21",10"	UNK.	INTERIOR LIVE OAK	X		
109	24"	UNK.	VALLEY OAK	X		

TREES UNDER CDFW JURISDICTION REQUIRING MITIGATION  
TREES UNDER CDFW JURISDICTION NOT REQUIRING MITIGATION  
TREES NOT UNDER CDFW JURISDICTION

**TREE DISPOSITION - TABLE 4**  
SEE CLEARING & GRUBBING NOTES, THIS SHEET.

TREE NO.	TREE DIA.	TREE HEIGHT	TREE SPECIES COMMON NAME	REMOVED TREE
38	36"	50'	LIVE OAK	X
39	18"	30'	LIVE OAK	X

REMOVED TREES ALL LOCATED ON WEST SIDE OF ROSEVILLE RD. ADJACENT TO UPRR RIGHT OF WAY

- LEGEND**
- EXISTING RIGHT OF WAY
  - TOE OF FILL
  - TOP OF CUT
  - SLOPE EASEMENT
  - PROPOSED RETAINING WALL
  - TEMPORARY CONSTRUCTION EASEMENT (TCE)
  - DIRECTION OF FLOW
  - TREE LOCATION
  - ESA FENCE

- CLEARING AND GRUBBING NOTES**
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- UTILITY NOTES**
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  - PG&E TO RETIRE AND REMOVE/ABANDON 6" GAS MAIN ON RIGHT SIDE OF ALIGNMENT. PG&E TO RELOCATE 12" GAS MAIN ON LEFT SIDE OF ALIGNMENT. 16" GAS MAIN ON LEFT SIDE OF ALIGNMENT TO REMAIN IN PLACE. UTILITY POLES & OVERHEAD LINES TO REMAIN IN PLACE. CONTRACTOR MUST COORDINATE WITH PG&E REGARDING UTILITY SCHEDULE.
  - SEE UTILITY PLANS FOR ADDITIONAL INFORMATION.

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REVISIONS				BENCH MARK		FIELD BOOK	
NO.	DESCRIPTION	DATE	BY	ELEV.	DESCRIPTION:	N/A	SCALE
				54.58	All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		HORIZ. 1"=20' VERT. 1"=4'

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: L. ANDERSEN      DESIGNED BY: J. ARELLANO/E.ARANDA      CHECKED BY: D. BLOODWORTH  
DATE: JAN 2014      R.C.E. C78063      DATE: JAN 2014      R.C.E. C60954      DATE: JAN 2014

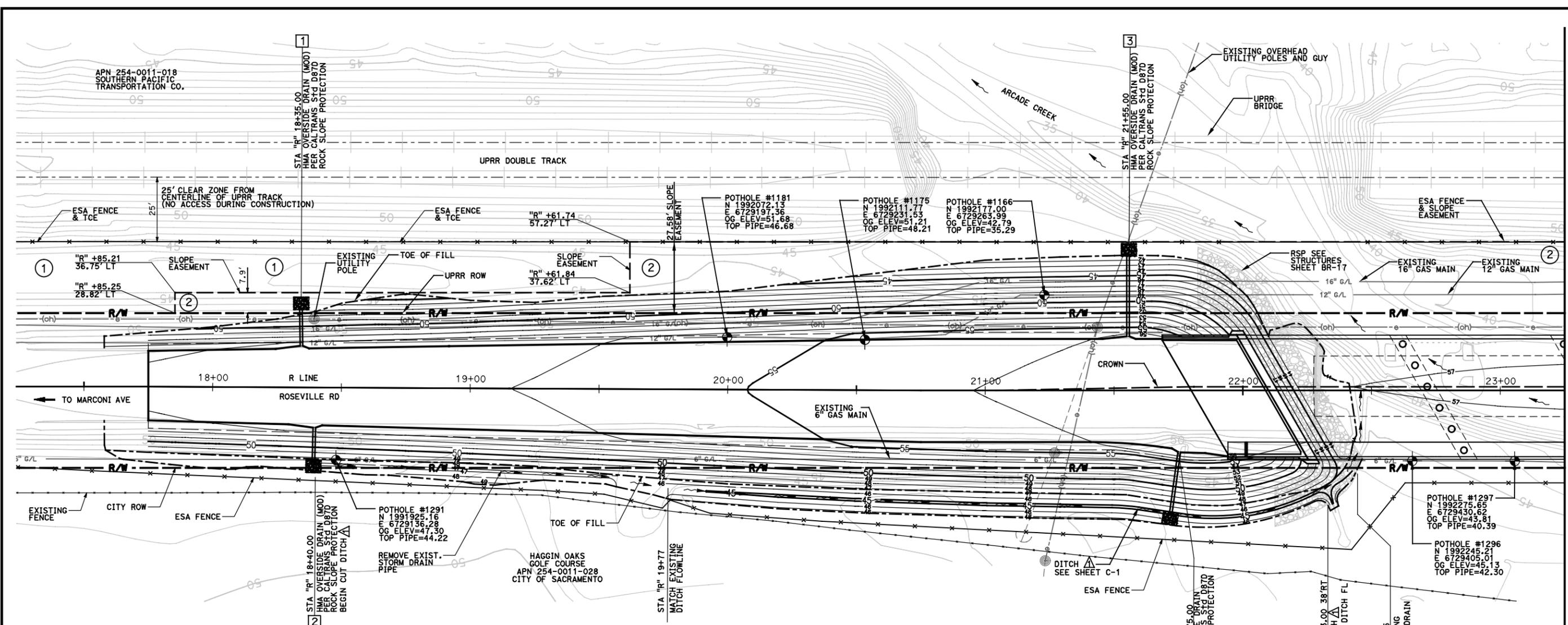
**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661

IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
CLEARING AND GRUBBING

PN 15068500      SHEET CG-2      25 of 698      61

RELATIVE BORDER SCALE  
IS IN INCHES

3/14/2014 12:35:06 PM ddbi FILE: P:\S\SACR00000004\040000AD\04203Sheet\_Plan2 to 1 grading\ssacr04\_12\_gr001\_(681).dgn

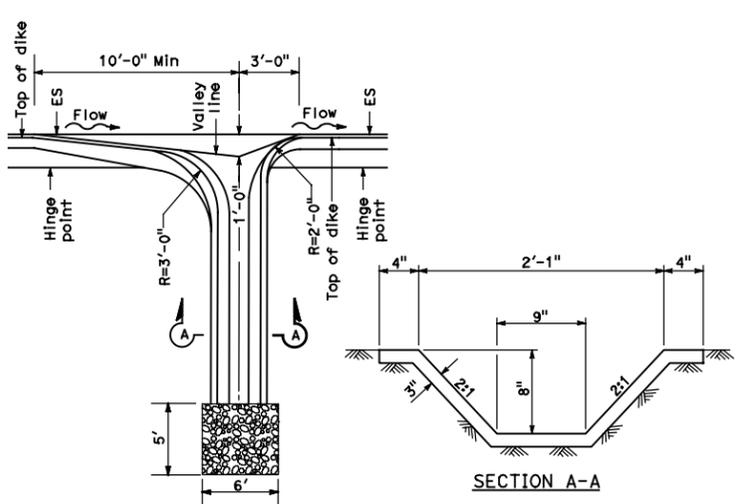


MATCH LINE STA 23+25  
SEE SHEET G-2

ROCK SLOPE PROTECTION DATA TABLE						
NO	DRAINAGE TYPE	RSP CLASS	LAYER	METHOD OF PLACEMENT	WIDTH	LENGTH
1	HMA OVERSIDE DRAIN	LIGHT		B	6 FT	5 FT
2	HMA OVERSIDE DRAIN	LIGHT		B	6 FT	5 FT
3	HMA OVERSIDE DRAIN	LIGHT		B	6 FT	5 FT
4	HMA OVERSIDE DRAIN	LIGHT		B	6 FT	5 FT

RIGHT OF WAY TABLE (EASEMENTS)				
NO	ASSESSORS PARCEL NO.	OWNERSHIP	EASEMENT AREA (ACRES)	TYPE
1	APN 254-0011-018 APN 254-0011-024	SOUTHERN PACIFIC TRANSPORTATION CO. (UPRR)	1.115 AC	TCE
2	APN 254-0011-018 APN 254-0011-024	SOUTHERN PACIFIC TRANSPORTATION CO. (UPRR)	0.468 AC	SLOPE ESMT

NOTE: FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE



MODIFIED HMA OVERSIDE DRAIN  
NOT TO SCALE

UTILITY NOTES

- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO CLEARING, GRUBBING, EXCAVATING, OR GRADING FOR UTILITY MARKOUT.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY UTILITY ELEVATIONS AND TO PROTECT EXISTING UTILITIES PRIOR TO CLEARING, GRUBBING, EXCAVATING, OR GRADING.
- PG&E TO RETIRE AND REMOVE/ABANDON 6" GAS MAIN ON RIGHT SIDE OF ALIGNMENT. PG&E TO RELOCATE 12" GAS MAIN ON LEFT SIDE OF ALIGNMENT TO REMAIN IN PLACE. 16" GAS MAIN ON LEFT SIDE OF ALIGNMENT TO REMAIN IN PLACE. UTILITY POLES & OVERHEAD LINES TO REMAIN IN PLACE. CONTRACTOR MUST COORDINATE WITH PG&E REGARDING UTILITY SCHEDULE.
- SEE UTILITY PLANS FOR ADDITIONAL INFORMATION.

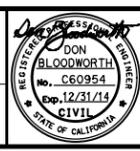
LEGEND

- EXISTING RIGHT OF WAY
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- TOE OF FILL
- TOP OF CUT
- SLOPE EASEMENT
- PROPOSED RETAINING WALL
- TEMPORARY CONSTRUCTION EASEMENT
- DIRECTION OF FLOW
- MIDWEST GUARDRAIL SYSTEM
- TERMINAL SYSTEM
- ESA FENCE
- UTILITY POTHOLE

REVISIONS				BENCH MARK		FIELD BOOK	
NO.	DESCRIPTION	DATE	BY	ELEV.	DESCRIPTION	N/A	SCALE
				54.58	All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		HORIZ. 1"=20'
					Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		VERT. N/A

CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: L. ANDERSEN  
DATE: JAN 2014  
DESIGNED BY: J. ARELLANO/E.ARANDA  
R.C.E. C78063 DATE JAN 2014  
CHECKED BY: D. BLOODWORTH  
R.C.E. C60954 DATE JAN 2014

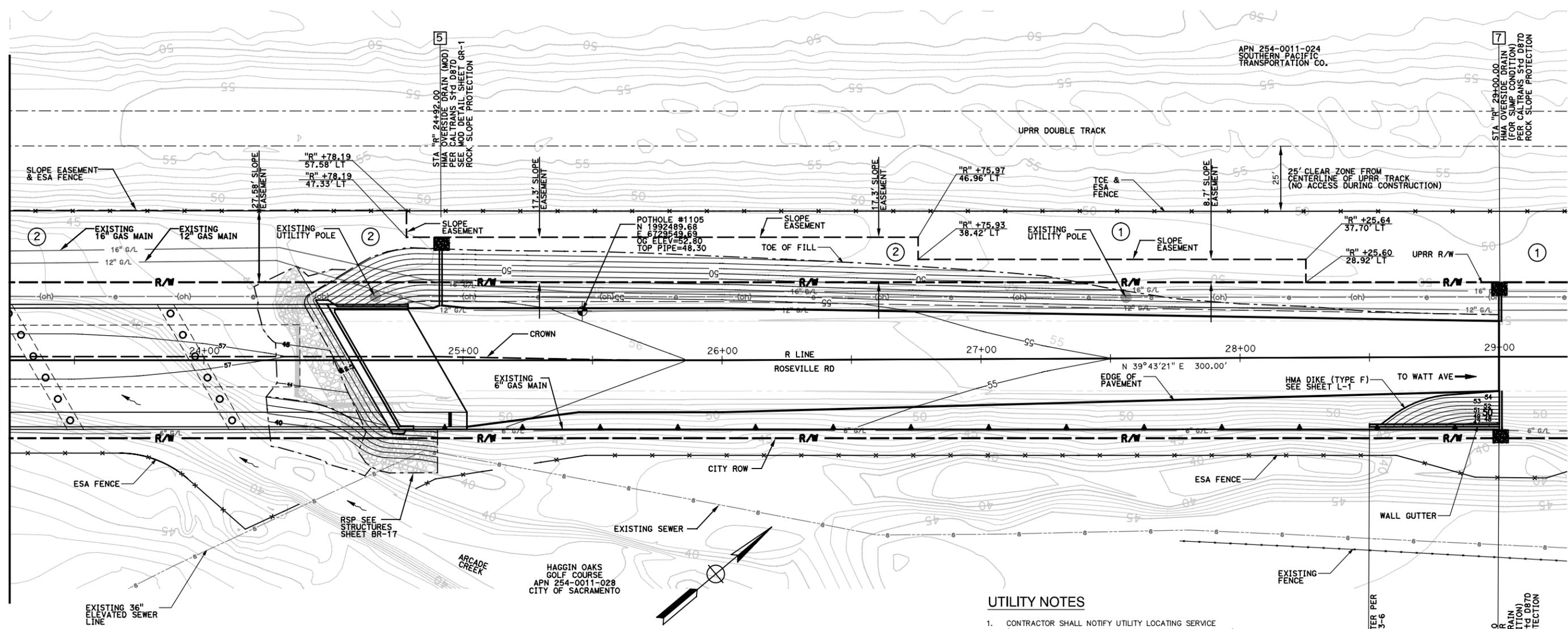


IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
GRADING / DRAINAGE & SLOPE EASEMENTS

PN 151068500  
SHEET GR-1  
26 of 698  
61

RELATIVE BORDER SCALE  
IS IN INCHES

MATCH LINE STA 23+25  
SEE SHEET G-1



**UTILITY NOTES**

- CONTRACTOR SHALL NOTIFY UTILITY LOCATING SERVICE (DIGALERT, UNDERGROUND SERVICE ALERT, OR EQUIVALENT) PRIOR TO CLEARING, GRUBBING, EXCAVATING, OR GRADING FOR UTILITY MARKOUT.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY UTILITY ELEVATIONS AND TO PROTECT EXISTING UTILITIES PRIOR TO CLEARING, GRUBBING, EXCAVATING, OR GRADING.
- PG&E TO RETIRE AND REMOVE/ABANDON 6" GAS MAIN ON RIGHT SIDE OF ALIGNMENT. PG&E TO RELOCATE 12" GAS MAIN ON LEFT SIDE OF ALIGNMENT. 16" GAS MAIN ON LEFT SIDE OF ALIGNMENT TO REMAIN IN PLACE. UTILITY POLES & OVERHEAD LINES TO REMAIN IN PLACE. CONTRACTOR MUST COORDINATE WITH PG&E REGARDING UTILITY SCHEDULE.
- SEE UTILITY PLANS FOR ADDITIONAL INFORMATION.

**LEGEND**

- EXISTING RIGHT OF WAY
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- TOE OF FILL
- TOP OF CUT
- SLOPE EASEMENT
- PROPOSED RETAINING WALL
- TEMPORARY CONSTRUCTION EASEMENT
- DIRECTION OF FLOW
- MIDWEST GUARDRAIL SYSTEM
- TERMINAL SYSTEM
- ESA FENCE
- UTILITY POTHOLE

**ROCK SLOPE PROTECTION DATA TABLE**

NO	DRAINAGE TYPE	RSP CLASS LAYER	METHOD OF PLACEMENT	WIDTH	LENGTH
5	HMA OVERSIDE DRAIN	LIGHT	B	6 FT	5 FT
6	HMA OVERSIDE DRAIN	LIGHT	B	6 FT	5 FT
7	HMA OVERSIDE DRAIN	LIGHT	B	6 FT	5 FT

**RIGHT OF WAY TABLE (EASEMENTS)**

NO	ASSESSORS PARCEL NO.	OWNERSHIP	EASEMENT AREA (ACRES)	TYPE
1	APN 254-0011-018 APN 254-0011-024	SOUTHERN PACIFIC TRANSPORTATION CO. (UPRR)	1.115 AC	TCE
2	APN 254-0011-018 APN 254-0011-024	SOUTHERN PACIFIC TRANSPORTATION CO. (UPRR)	0.468 AC	SLOPE ESMT

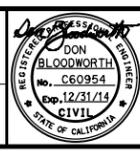
NOTE: FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE

3/14/2014 1:40:00 PM dabi FILE: P:\S\SACR00000004\040000AD\0420Sheet\_Plan\2 to 1 grading\sect04\_13\_gr002\_(RSP).dgn

REVISIONS				BENCH MARK		FIELD BOOK	
NO.	DESCRIPTION	DATE	BY	ELEV.	DESCRIPTION	N/A	SCALE
				54.58	All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88. Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		HORIZ. 1"=20' VERT. 1"=4'

**CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS**

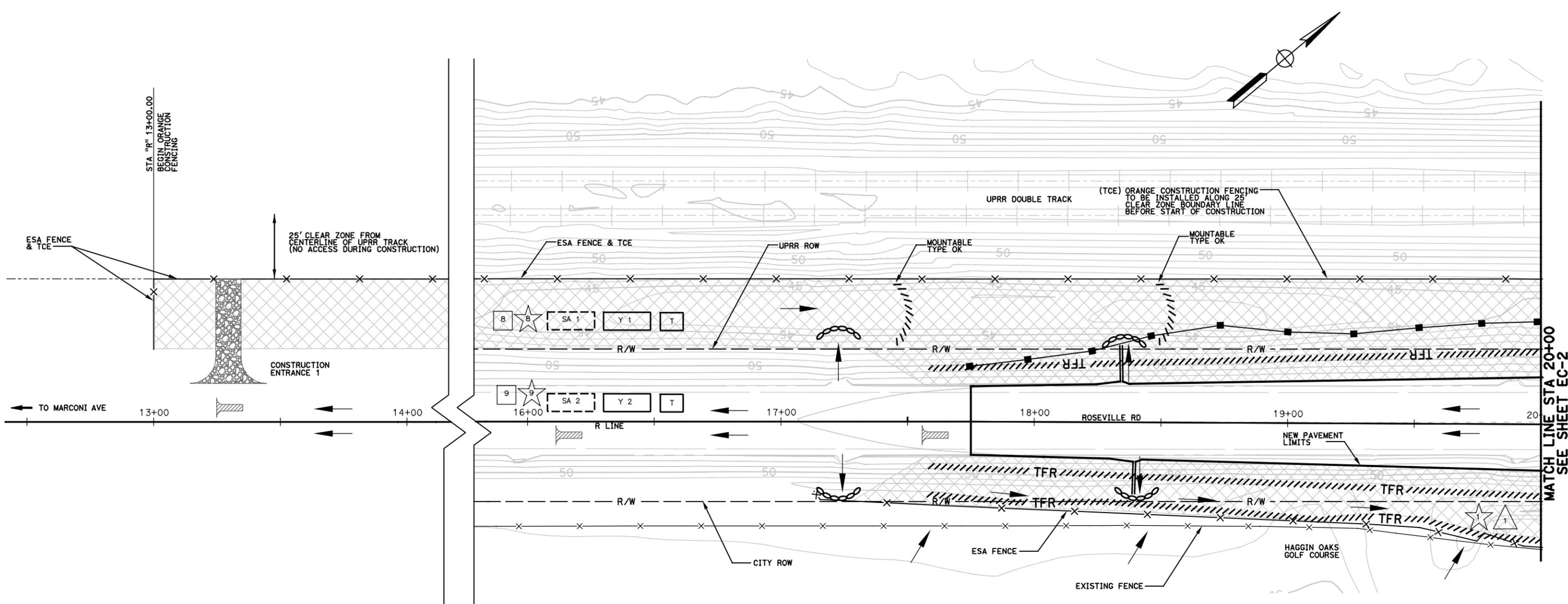
DRAWN BY: L. ANDERSEN DATE: JAN 2014  
 DESIGNED BY: J. ARELLANO/E.ARANDA R.C.E. C78063 DATE: JAN 2014  
 CHECKED BY: D. BLOODWORTH R.C.E. C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
GRADING/DRAINAGE & SLOPE EASEMENTS

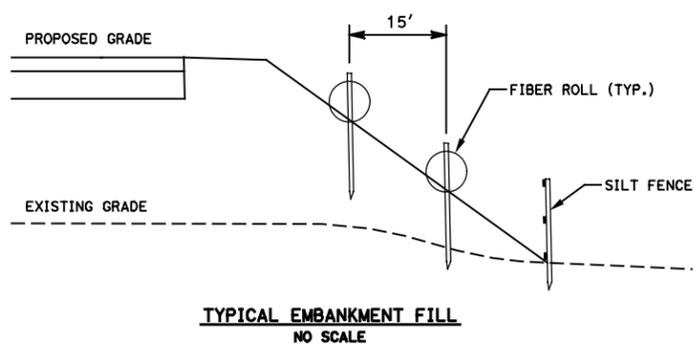
SHEET GR-2  
5271 of 698  
61

RELATIVE BORDER SCALE  
1/8" = 1' IN INCHES



**STORM WATER POLLUTION PLAN NOTES:**

- EVERY EFFORT SHOULD BE MADE TO ELIMINATE THE DISCHARGE OF NON-STORMWATER FROM THE PROJECT SITE AT ALL TIMES.
- ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
- FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
- EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON-SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
- TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
- SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
- ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
- CONTRACTOR TO USE THESE EROSION CONTROL/STORM WATER POLLUTION CONTROL PLANS, IN CONJUNCTION WITH THE STORM WATER POLLUTION PREVENTION PLANS (SWPPP), FOR BIDDING PURPOSES AND AS A BASIS FOR CREATING THE CONTRACTOR'S OWN SWPPP PROGRAM, OPERATED BY CONTRACTOR'S OWN QUALIFIED SWPPP PREPARER/DEVELOPER (QSP/QSD).



**LEGEND**

- TEMPORARY CONSTRUCTION ENTRANCE (CITY STD DWG Q-10)
- TEMPORARY FENCE (TYPE ESA)
- SILT FENCE - 18" (CITY STD DWG Q-60)
- FIBER ROLL (CITY STD DWG Q-40) INCLUDES MOUNTABLE TYPES
- DIRECTION OF STORM WATER FLOW
- EROSION CONTROL (HYDROSEED) AND TEMP HYDRAULIC MULCH (BONDED FIBER MATRIX)
- TEMP CHECK DAM (GRAVEL BAGS)
- STREET SWEEPING
- POTENTIAL MATERIAL STORAGE AREA (SEE FINAL CONSTRUCTION SWPPP)
- POTENTIAL STAGING AREA (YARD) (SEE FINAL CONSTRUCTION SWPPP)
- PORTABLE TOILETS AND HANDWASHING (SEE FINAL CONSTRUCTION SWPPP)
- POSSIBLE SAMPLING LOCATION (SEE FINAL CONSTRUCTION SWPPP)
- STORMWATER DISCHARGE LOCATION

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	
<b>FIELD BOOK</b>	N/A
<b>SCALE</b>	HORIZ. 1"=40' VERT. N/A

**CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS**

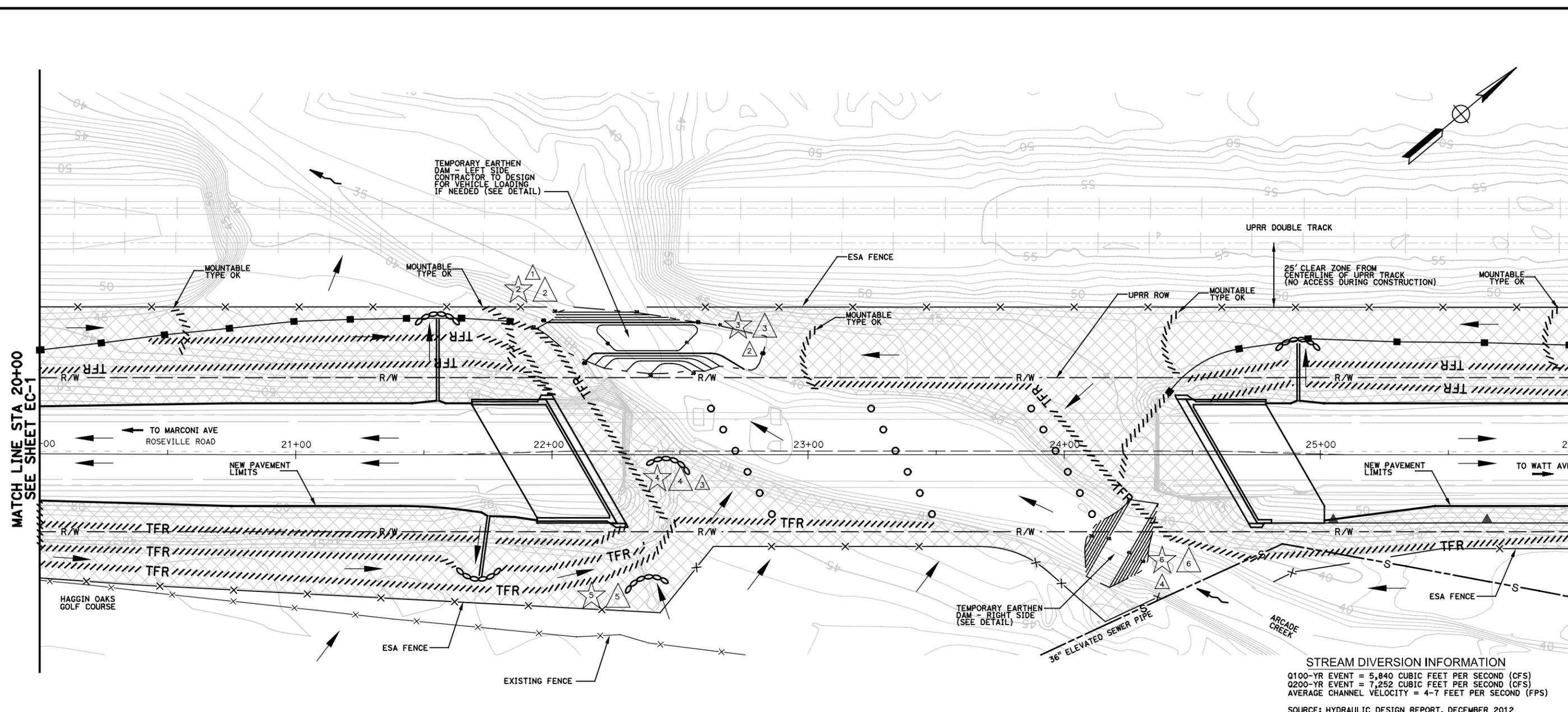
DRAWN BY: L. ANDERSEN      DESIGNED BY: J. ARELLANO/E.ARANDA      CHECKED BY: D. BLOODWORTH  
DATE: JAN 2014      R.C.E. C78063      DATE JAN 2014      R.C.E. C60954      DATE JAN 2014

**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661

IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
EROSION CONTROL/WATER POLLUTION CONTROL PLAN

SHEET EC-1  
28 of 698  
61

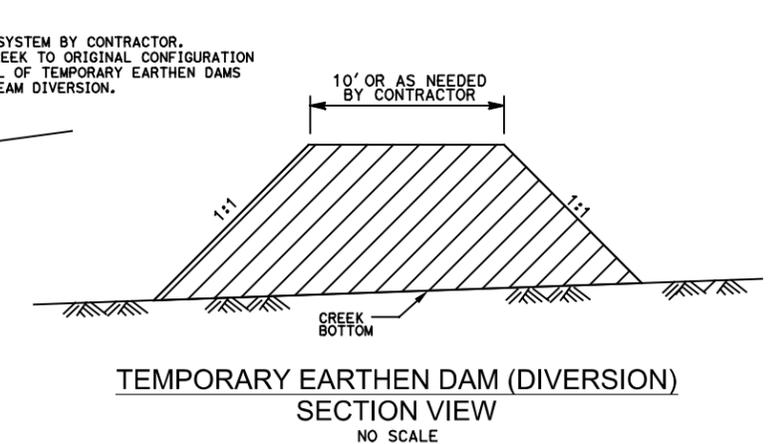
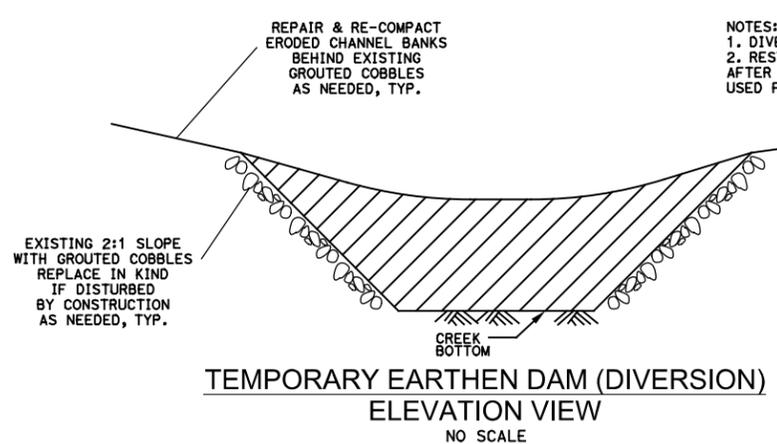
RELATIVE BORDER SCALE  
15" IN INCHES



MATCH LINE STA 20+00  
SEE SHEET EC-1

MATCH LINE STA 26+00  
SEE SHEET EC-3

**STREAM DIVERSION INFORMATION**  
 Q100-YR EVENT = 5,840 CUBIC FEET PER SECOND (CFS)  
 Q200-YR EVENT = 7,252 CUBIC FEET PER SECOND (CFS)  
 AVERAGE CHANNEL VELOCITY = 4-7 FEET PER SECOND (FPS)  
 SOURCE: HYDRAULIC DESIGN REPORT, DECEMBER 2012



**NOTES:**  
 1. DIVERSION SYSTEM BY CONTRACTOR.  
 2. RESTORE CREEK TO ORIGINAL CONFIGURATION AFTER REMOVAL OF TEMPORARY EARTHEN DAMS USED FOR STREAM DIVERSION.

REPAIR & RE-COMPACT ERODED CHANNEL BANKS BEHIND EXISTING GROUDED COBBLES AS NEEDED, TYP.

EXISTING 2:1 SLOPE WITH GROUDED COBBLES REPLACE IN KIND IF DISTURBED BY CONSTRUCTION AS NEEDED, TYP.

**LEGEND**

- TEMPORARY CONSTRUCTION ENTRANCE (CITY STD DWG Q-10)
- TEMPORARY FENCE (TYPE ESA)
- SILT FENCE - 18" (CITY STD DWG Q-60)
- FIBER ROLL (CITY STD DWG Q-40) INCLUDES MOUNTABLE TYPES
- DIRECTION OF STORM WATER FLOW
- EROSION CONTROL (HYDROSEED) AND TEMP HYDRAULIC MULCH (BONDED FIBER MATRIX)
- TEMP CHECK DAM (GRAVEL BAGS)
- STREET SWEEPING
- SA # POTENTIAL MATERIAL STORAGE AREA (SEE FINAL CONSTRUCTION SWPPP)
- Y # POTENTIAL STAGING AREA (YARD) (SEE FINAL CONSTRUCTION SWPPP)
- T PORTABLE TOILETS AND HANDWASHING (SEE FINAL CONSTRUCTION SWPPP)
- # # # POSSIBLE SAMPLING LOCATION (SEE FINAL CONSTRUCTION SWPPP)
- # # # STORMWATER DISCHARGE LOCATION

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REVISIONS				BENCH MARK		FIELD BOOK
NO.	DESCRIPTION	DATE	BY	ELEV.		N/A
				54.58		

DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88  
 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)

**CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS**

DRAWN BY: L. ANDERSEN  
 DATE: JAN 2014

DESIGNED BY: J. ARELLANO/E.ARANDA  
 R.C.E. C78063 DATE JAN 2014

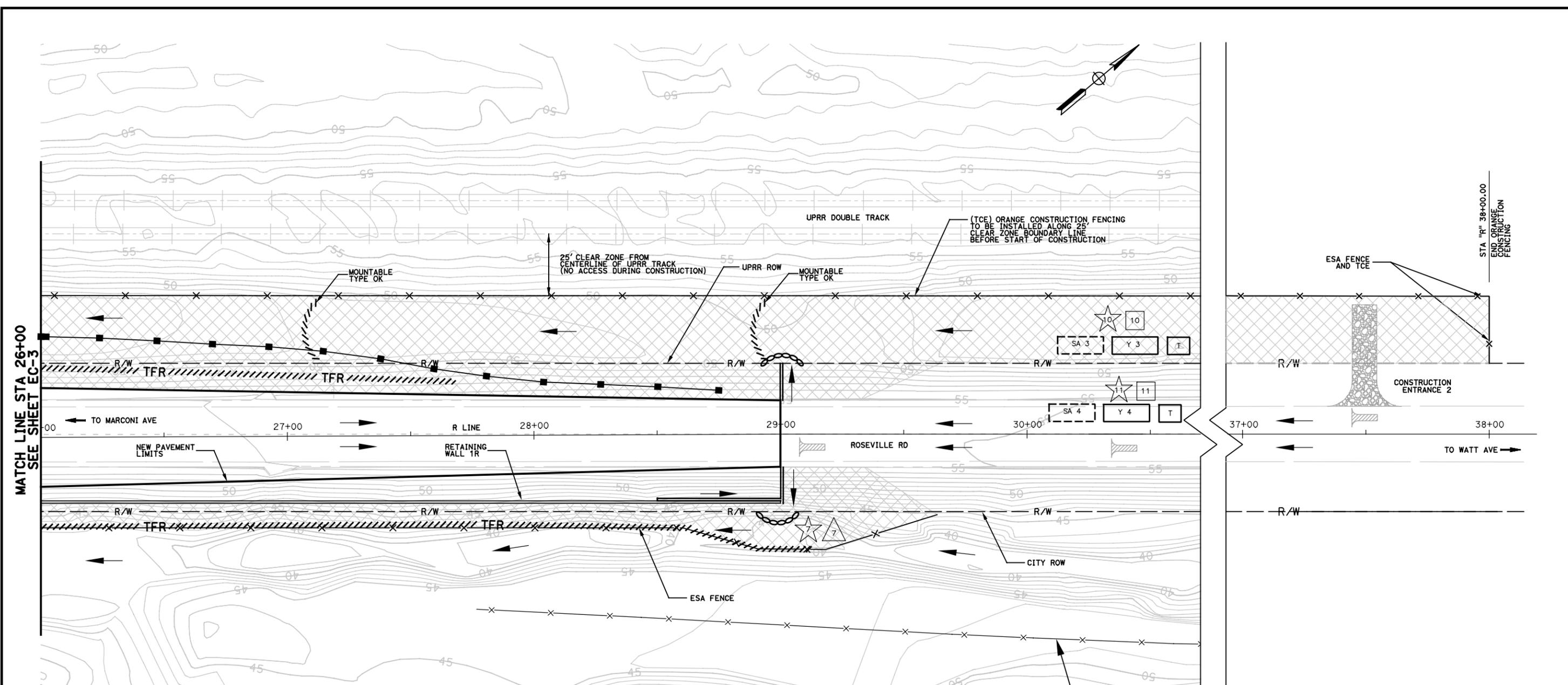
CHECKED BY: D. BLOODWORTH  
 R.C.E. C60954 DATE JAN 2014

**DAVID EVANS AND ASSOCIATES INC.**  
 1544 Eureka Road, Suite 200  
 Roseville California 95661

IMPROVEMENT PLANS FOR  
 ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
 EROSION CONTROL/WATER POLLUTION CONTROL PLAN

SHEET EC-2  
 29161.698  
 61

RELATIVE BORDER SCALE  
15 IN INCHES



MATCH LINE STA 26+00  
SEE SHEET EC-3

STA "R" 38+00.00  
END ORANGE  
CONSTRUCTION  
FENCING

**LEGEND**

- TEMPORARY CONSTRUCTION ENTRANCE (CITY STD DWG Q-10)
- TEMPORARY FENCE (TYPE ESA)
- SILT FENCE - 18" (CITY STD DWG Q-60)
- FIBER ROLL (CITY STD DWG Q-40) INCLUDES MOUNTABLE TYPES
- DIRECTION OF STORM WATER FLOW
- EROSION CONTROL (HYDROSEED) AND TEMP HYDRAULIC MULCH (BONDED FIBER MATRIX)
- TEMP CHECK DAM (GRAVEL BAG)
- STREET SWEEPING
- SA # POTENTIAL MATERIAL STORAGE AREA (SEE FINAL CONSTRUCTION SWPPP)
- Y # POTENTIAL STAGING AREA (YARD) (SEE FINAL CONSTRUCTION SWPPP)
- T PORTABLE TOILETS AND HANDWASHING (SEE FINAL CONSTRUCTION SWPPP)
- # POSSIBLE SAMPLING LOCATION (SEE FINAL CONSTRUCTION SWPPP)
- # STORMWATER DISCHARGE LOCATION

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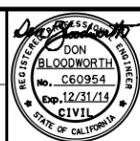
REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	DESCRIPTION
54.58	54.58	All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)

FIELD BOOK	SCALE
N/A	HORIZ. 1"=40' VERT. N/A

**CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS**

DRAWN BY: L. CHASE DATE: JAN 2014	DESIGNED BY: J. ARELLANO/E.ARANDA R.C.E. C78063 DATE JAN 2014	CHECKED BY: D. BLOODWORTH R.C.E. C60954 DATE JAN 2014
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**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661

IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
EROSION CONTROL/WATER POLLUTION CONTROL PLAN

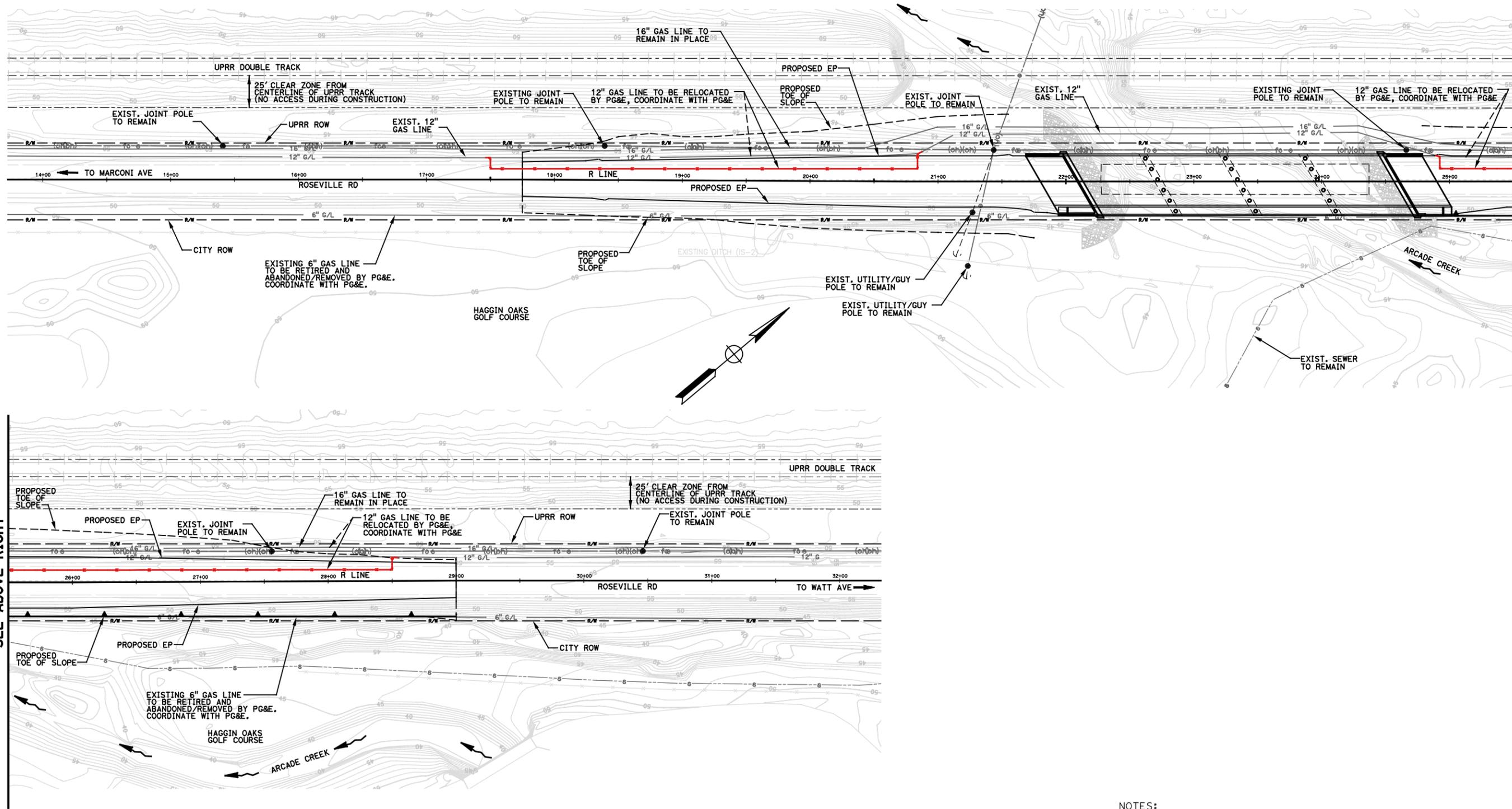
PN 15068500  
SHEET EC-3  
30 of 698  
61

RELATIVE BORDER SCALE  
IS IN INCHES

3/14/2014 12:58:19 PM ddbi FILE: F:\S\SACR000000004\040000AD\0420Sheet\_Plan\2 to 1 grading\scor04\_17\_kr001\_(U1).dgn

MATCH LINE STA 25+50  
SEE ABOVE RIGHT

MATCH LINE STA 25+50  
SEE BELOW LEFT



PROPOSED	EXISTING	DESCRIPTION
12" G/L ————	16" G/L ————	GAS
	12" G/L ————	
	6" G/L ————	
	—(oh)—	OVERHEAD ELECTRICAL
	—(fo)—	OVERHEAD FIBER OPTIC
	—(s)—	SEWER

NOTES:

1. ALL LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO EXCAVATION OPERATIONS.
2. ALL REMAINING FACILITIES NEAR CONSTRUCTION ACTIVITIES SHALL REMAIN IN PLACE.
3. SEE CONSTRUCTION STAGE 4 ON SHEET SC-4. CONTRACTOR TO COORDINATE WITH PG&E FOR RETIREMENT & ABANDONMENT/REMOVAL OF 6" GAS MAIN AND RELOCATION OF 12" GAS MAIN.

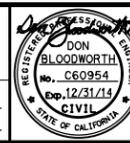
REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

<b>FIELD BOOK</b>	N/A
<b>SCALE</b>	HORIZ. 1"=40' VERT. 1"=4'

CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS

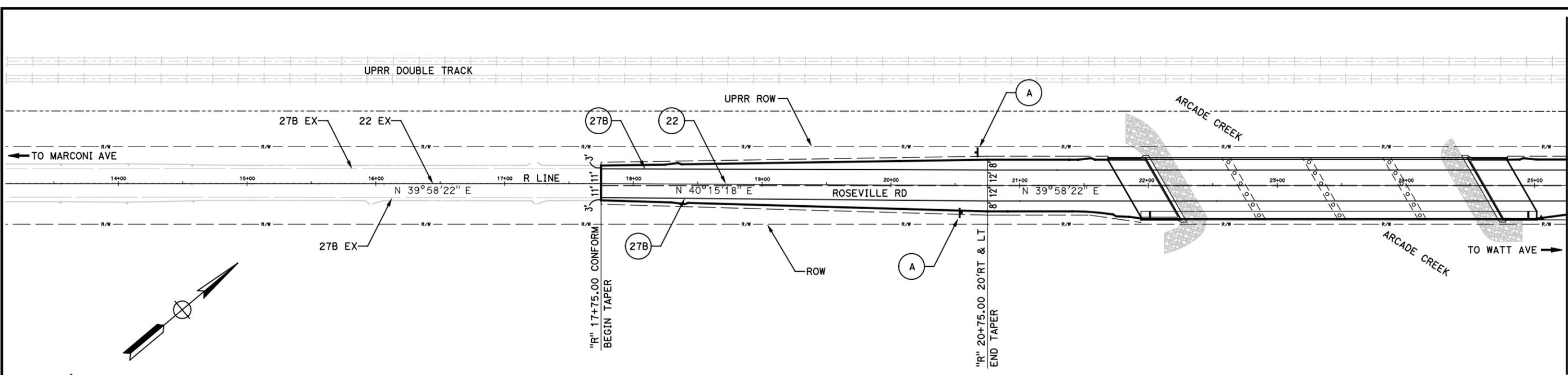
<b>DRAWN BY:</b> L. ANDERSEN	<b>DESIGNED BY:</b> J. ARELLANO/E.ARANDA	<b>CHECKED BY:</b> D. BLOODWORTH
DATE: JAN 2014	R.C.E. C78063 DATE: JAN 2014	R.C.E. C60954 DATE: JAN 2014



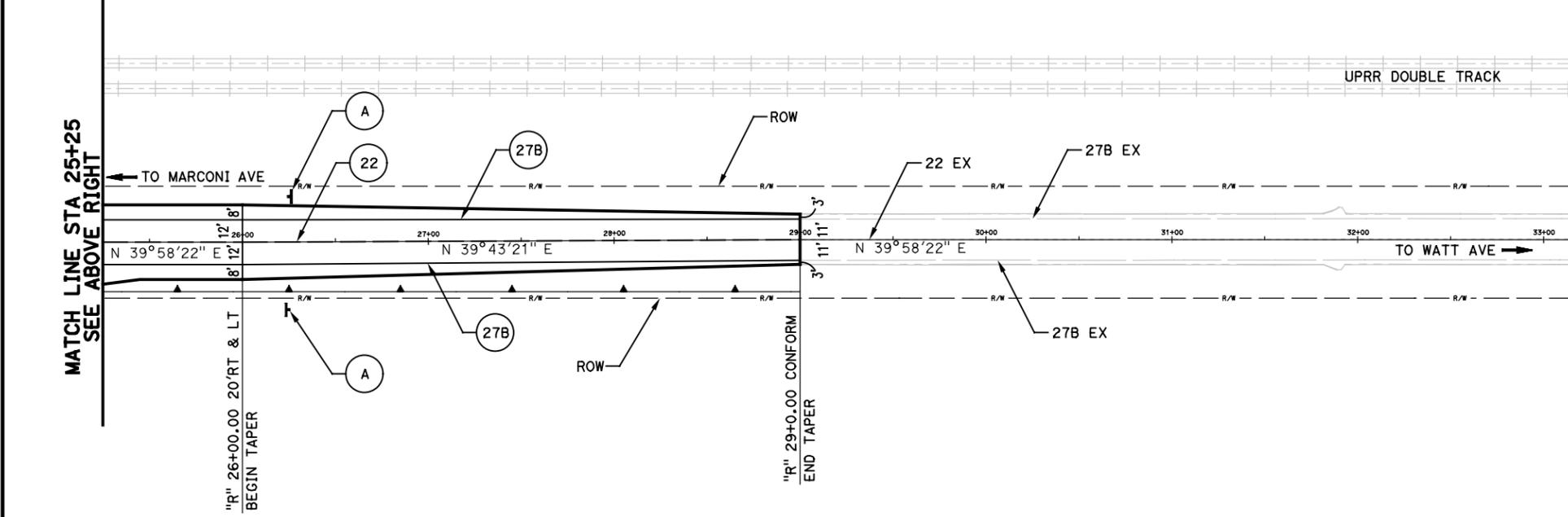
IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
UTILITY PLAN

SHEET U-1  
PN 15068500  
31 of 698  
61

RELATIVE BORDER SCALE  
1" = 15' IN INCHES



MATCH LINE STA 25+25  
SEE BELOW LEFT



MATCH LINE STA 25+25  
SEE ABOVE RIGHT

**STRIPING AND SIGNING GENERAL NOTES:**

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH: CITY OF SACRAMENTO DESIGN & PROCEDURES MANUAL DATED JUNE 2007, CITY STANDARD SPECIFICATIONS DATED JUNE 2007, CALTRANS STANDARD PLANS DATED 2010 AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 2012 EDITION.
- THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
- ALL EXISTING SIGNING, STRIPING, AND MARKINGS TO REMAIN, UNLESS OTHERWISE NOTED. CONFLICTS BETWEEN EXISTING AND PROPOSED SHALL BE RESOLVED BY ENGINEER.
- EXACT POSITION AND LOCATION OF ALL ROADSIDE SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
- REMOVAL OF EXISTING STRIPING AND PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY SANDBLASTING OR OTHER APPROVED METHOD.
- ALL SIGNING AND STRIPING WORK SHALL BE COORDINATED WITH THE ELECTRICAL WORK AS DIRECTED BY THE ENGINEER.
- LANE WIDTHS ADJACENT TO CURBS ARE MEASURED TO THE FACE OF CURB.
- TRAFFIC SIGNS SHALL BE INSTALLED AS INDICATED ON THE PLANS AND AS DIRECTED BY THE ENGINEER. SIGNS IN PEDESTRIAN AREAS SHALL HAVE A CLEARANCE FROM THE GROUND OF AT LEAST SEVEN FEET. IF THIS CLEARANCE REQUIREMENT IS NOT SATISFIED AFTER THE INSTALLATION OF ADDITIONAL SIGN PANELS, CONTRACTOR SHALL INSTALL A NEW SIGN POST.
- ALL STREET NAME SIGNS (R1, R2, W SERIES, AND SCHOOL ZONE SIGNS) SHALL INCLUDE ASTM TYPE 1 OR TYPE III SHEETING.
- MOUNT SIGNS USING BANDING ON SIGNAL AND STREET LIGHT POLES WHERE FEASIBLE. SEE ELECTRICAL PLANS FOR POLE LOCATIONS.
- ALL SIGNS REGULATING PARKING SHALL BE DOUBLE SIDED AND SIDE MOUNTED.

**LEGEND:**

- \* INSTALL ROADSIDE SIGN
- ◆ REMOVE ROADSIDE SIGN
- ▲ RELOCATE EXISTING SIGN
- EXISTING ROADSIDE SIGN TO REMAIN
- † EXISTING ROADSIDE SIGN LOCATION
- ‡ ROADSIDE SIGN LOCATION (ONE-POST)
- MAS MAST ARM MOUNTED SIGN
- /// REMOVE EXISTING TRAFFIC STRIPING OR PAVEMENT MARKING
- EXISTING SIGNAL/STREET LIGHT POLE
- NEW SIGNAL/STREET LIGHT POLE
- MAST ARM POLE
- ## STRIPING DETAIL #

**THERMOPLASTIC TRAFFIC STRIPE**

DETAIL NO.	22	27(B)
SHEET NO.	4" SOLID YELLOW LF	4" SOLID WHITE LF
PD-1	"R" 17+75 - 29+00	1125
		2250
	TOTAL	1125
		2250

**SIGN QUANTITIES**

SIGN No.	SIGN CODE		PANEL SIZE	SIGN MESSAGE	NUMBER OF POSTS AND SIZE	NUMBER OF SIGNS
	FEDERAL	CALIFORNIA				
(A)	-	R26A(S)	24X30	NO STOPPING ANY TIME	1 - 4" x 4"	4

**REVISIONS**

NO.	DESCRIPTION	DATE	BY

**BENCH MARK** ELEV. 54.58

DESCRIPTION:  
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88  
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

FIELD BOOK N/A  
SCALE  
HORIZ. 1"=40'  
VERT. 1"=4'

DRAWN BY: L. ANDERSEN  
DATE: JAN 2014

DESIGNED BY: J. ARELLANO/E.ARANDA  
R.C.E. C78063 DATE JAN 2014

CHECKED BY: D. BLOODWORTH  
R.C.E. C60954 DATE JAN 2014

**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661

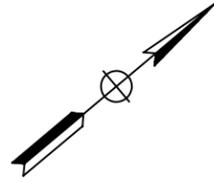
REGISTERED PROFESSIONAL ENGINEER  
DON BLOODWORTH  
No. C60954  
Exp. 12/31/14  
CIVIL  
STATE OF CALIFORNIA

IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
STRIPING & SIGNING PLAN

PN 15068500  
SHEET PD-1  
32 of 698  
61

3/14/2014 1:02:16 PM dabi FILE: P:\S\SACR00000004\0400040D\0420Sheet Files\2 to 1 grading\secd04\_18\_s001\_(RPT).dgn

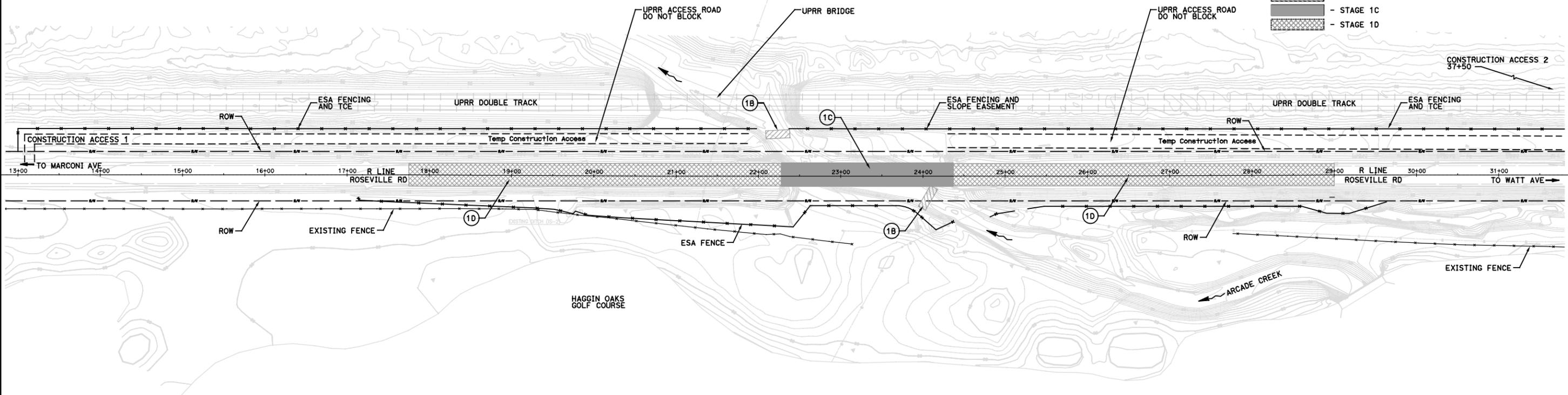
RELATIVE BORDER SCALE  
15 IN INCHES



- NOTES:**
1. THIS PLAN IS ACCURATE FOR STAGING CONCEPT ONLY.
  2. STAGING AREA/LOCATION TO BE DETERMINED BY CONTRACTOR.

- SCHEMATIC SEQUENCE OF CONSTRUCTION - STAGE 1**
- 0 SUBMIT DETOUR PLANS FOR REVIEW. FINALIZE ENCROACHMENT PERMITS. SUBMIT SWPPP DOCUMENTATION. TRANSMIT SUBMITTALS.
  - 1A INSTALL DETOUR AND CLOSE ROSEVILLE ROAD. SEE DETOUR PLANS.
  - 1B INSTALL ESA FENCING. CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCES & EROSION CONTROL. CONSTRUCT TEMPORARY EARTHEN DIVERSION DAMS WITH BYPASS PIPING.
  - 1C REMOVE EXISTING BRIDGE AND COLUMNS.
  - 1D REMOVE EXISTING STRIPING. REMOVE EXISTING PAVEMENT.

- LEGEND:**
- STAGE 1B
  - STAGE 1C
  - STAGE 1D



3/17/2014 2:37:29 PM exe FILE: F:\S\SACR00000004\04000004\0420Sheet Files\2 to 1 grading\sc01\_19\_sc001\_(SC1).dgn

REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=60'
VERT.	N/A

**CITY OF SACRAMENTO**  
**DEPARTMENT OF PUBLIC WORKS**

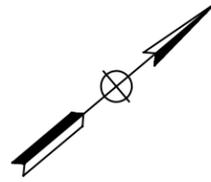
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E.ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E. C78063 DATE JAN 2014	R.C.E. C60954 DATE JAN 2014

**DAVID EVANS AND ASSOCIATES INC.**  
 1544 Eureka Road, Suite 200  
 Roseville California 95661

IMPROVEMENT PLANS FOR  
**ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT**  
 STAGE CONSTRUCTION - STAGE 1

SHEET  
**SC-1**  
 31 of 698  
 61

RELATIVE BORDER SCALE IS IN INCHES



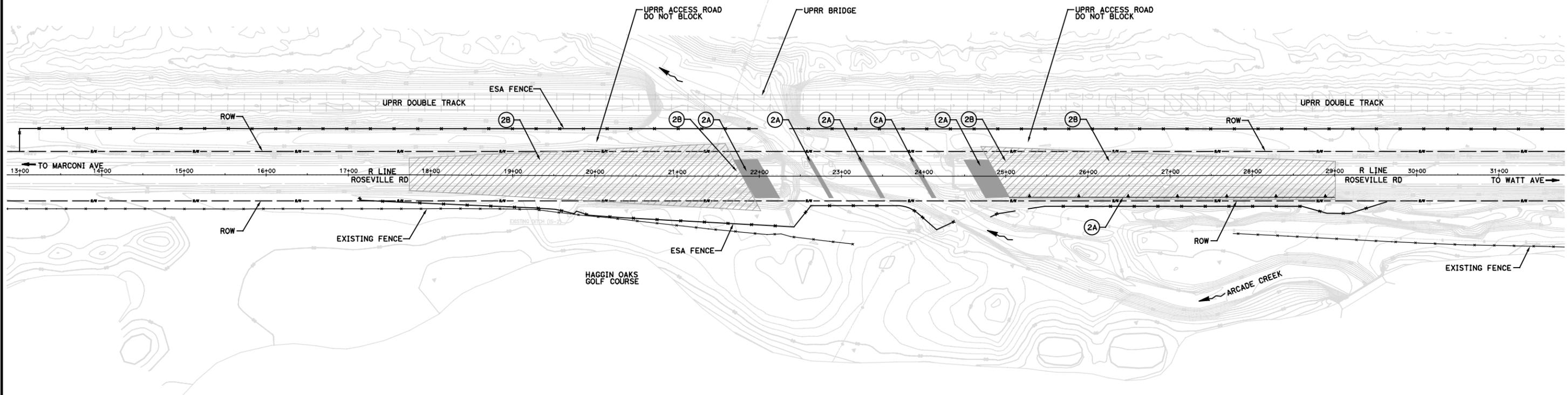
- NOTES:**
1. THIS PLAN IS ACCURATE FOR STAGING CONCEPT ONLY.
  2. STAGING AREA/LOCATION TO BE DETERMINED BY CONTRACTOR.

**SCHEMATIC SEQUENCE OF CONSTRUCTION - STAGE 2**

- (2A) PERFORM STRUCTURAL EXCAVATION, CONSTRUCT ABUTMENTS, WINGWALLS, AND PIERS.
- (2B) ROUGH GRADING & STRUCTURAL BACKFILL.

**LEGEND:**

- STAGE 2A
- STAGE 2B



3/13/2014 2:42:00 PM exe FILE: F:\S\SACR00000004\0400040\0420Sheet Files\2 to 1 grading\sc04\_20\_sc002\_(SC2).dgn

REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=60'
VERT.	N/A

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

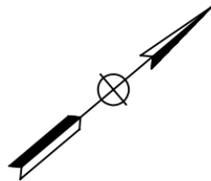
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E.ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E. C78063 DATE JAN 2014	R.C.E. C60954 DATE JAN 2014

**DAVID EVANS AND ASSOCIATES INC.**  
 1544 Eureka Road, Suite 200  
 Roseville California 95661

IMPROVEMENT PLANS FOR  
 ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
 STAGE CONSTRUCTION - STAGE 2

SHEET  
**SC-2**  
 61 of 698  
 61

RELATIVE BORDER SCALE IS IN INCHES

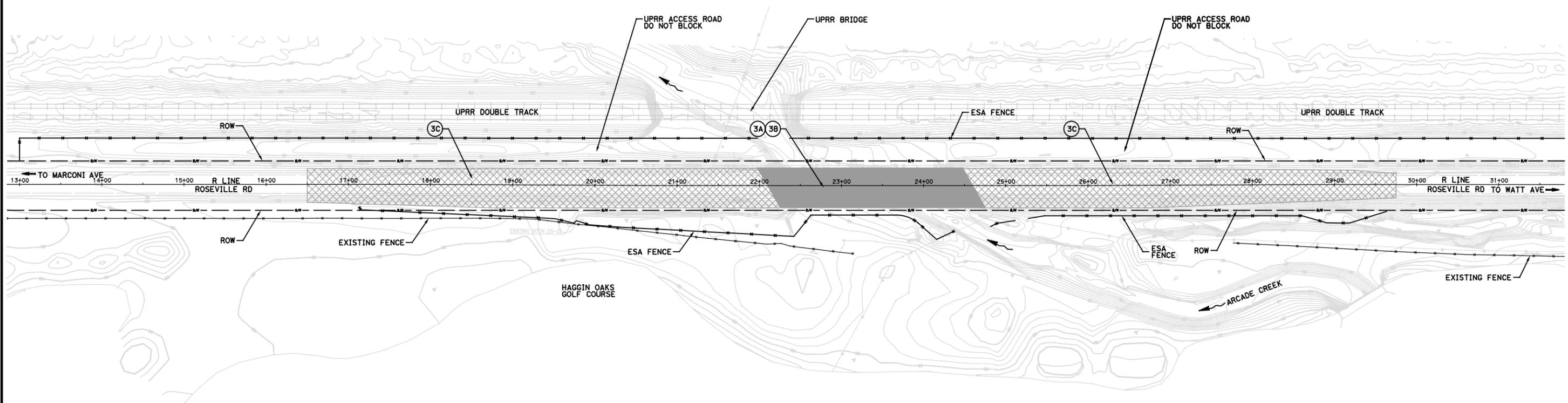
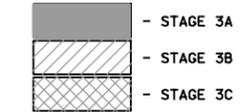


- NOTES:**
1. THIS PLAN IS ACCURATE FOR STAGING CONCEPT ONLY.
  2. STAGING AREA/LOCATION TO BE DETERMINED BY CONTRACTOR.

**SCHEMATIC SEQUENCE OF CONSTRUCTION - STAGE 3**

- (3A) PLACE PRECAST SLABS.
- (3B) FORM AND POUR DECK & BARRIER RAILS. COMPLETE APPROACH SLABS.
- (3C) PLACE CHANNEL STABILIZATION AND RIP RAP. FINISH GRADE ROADWAY.

**LEGEND:**



3/17/2014 2:43:21 PM exe FILE: P:\S\SACR00000004\040004D\0420Sheet Files\2 to 1 grading\sc04\_21\_sc003\_(SC3).dgn

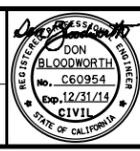
REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

FIELD BOOK	N/A
SCALE	HORIZ. 1"=60' VERT. N/A

<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS	
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E.ARANDA
DATE: JAN 2014	R.C.E. C78063 DATE JAN 2014

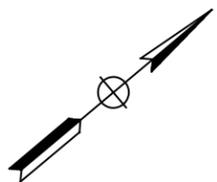
CHECKED BY: D. BLOODWORTH	R.C.E. C60954
DATE: JAN 2014	DATE: JAN 2014



IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT STAGE CONSTRUCTION - STAGE 3	
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PN: 15068500	SHEET SC-3
5352 of 698	61

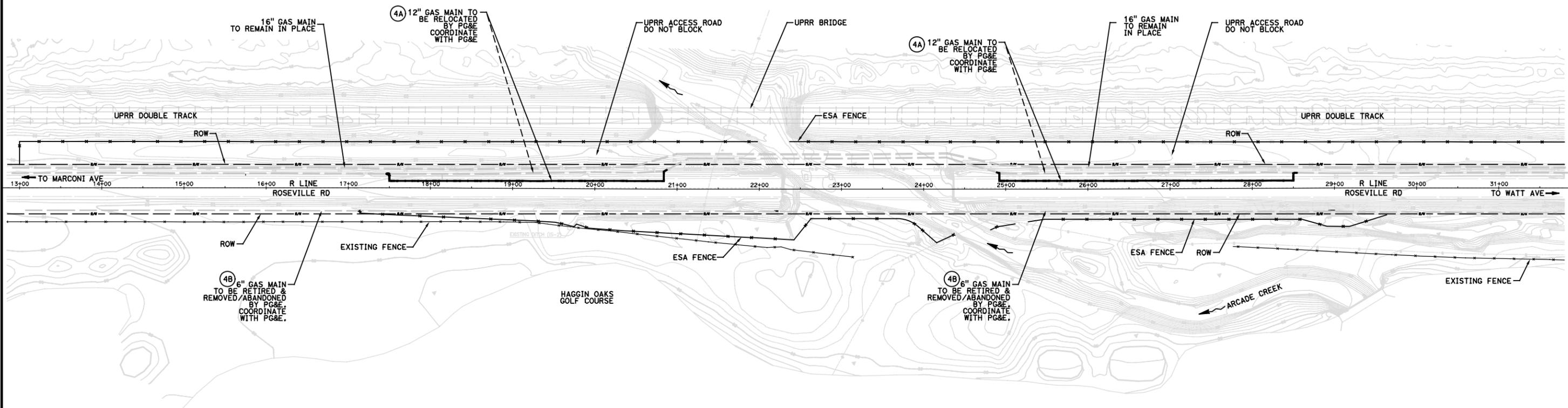
RELATIVE BORDER SCALE IS IN INCHES



- NOTES:**
1. THIS PLAN IS ACCURATE FOR STAGING CONCEPT ONLY.
  2. CONTRACTOR TO NOTIFY PG&E AT LEAST 30 WORKING DAYS PRIOR TO THIS STAGE SO PG&E CAN PLAN WORK AND MOBILIZE.
  3. CONTRACTOR OPENS SITE TO PG&E FOR GAS LINE CONSTRUCTION. CONTRACTOR CONFINES WORK TO CONSTRUCTION ACTIVITIES THAT DO NOT CONFLICT WITH PG&E WORK.
  4. STAGING AREA/LOCATION TO BE DETERMINED BY CONTRACTOR.

**SCHEMATIC SEQUENCE OF CONSTRUCTION - STAGE 4**

- ④A CONTRACTOR PERFORMS WORK THAT DOES NOT CONFLICT WITH PG&E RELOCATION OF 12" GAS MAIN: SUCH AS PLANTING & IRRIGATION, EROSION CONTROL & MITIGATION.
- ④B CONTRACTOR PERFORMS WORK THAT DOES NOT CONFLICT WITH PG&E RETIRING AND REMOVING/ABANDONING OF 6" GAS MAIN: SUCH AS PLANTING & IRRIGATION, EROSION CONTROL & MITIGATION.



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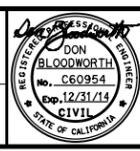
REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=60'
VERT.	N/A

**CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS**

DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E.ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E. C78063 DATE JAN 2014	R.C.E. C60954 DATE JAN 2014

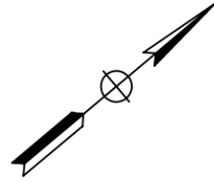


**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661

IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
STAGE CONSTRUCTION - STAGE 4

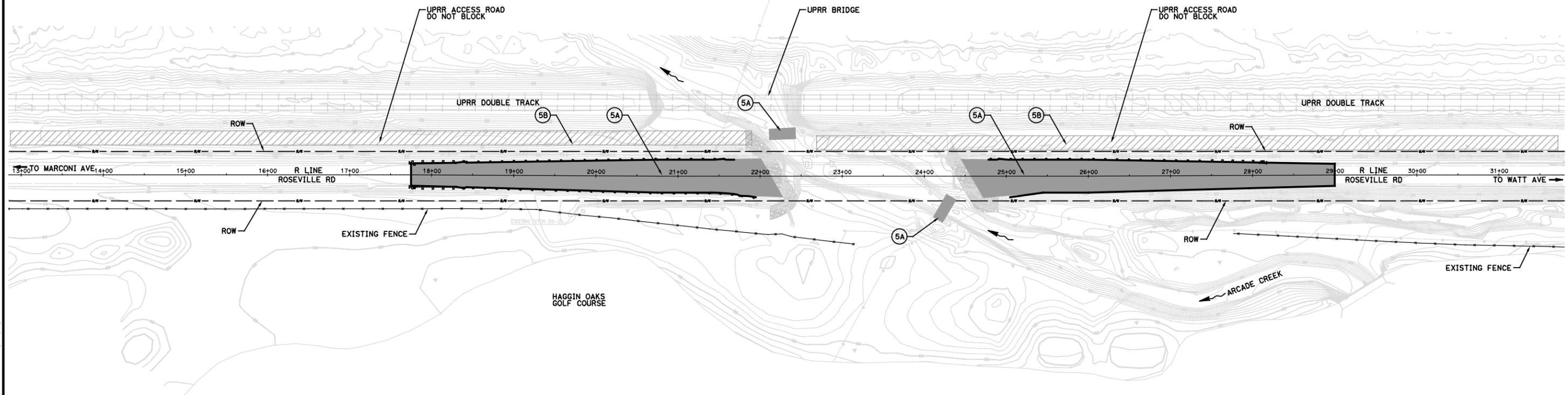
PN 15068500 SHEET SC-4 36 of 698 61

RELATIVE BORDER SCALE IS IN INCHES



- NOTES:**
1. THIS PLAN IS ACCURATE FOR STAGING CONCEPT ONLY.
  2. STAGING AREA/LOCATION TO BE DETERMINED BY CONTRACTOR.
- SCHEMATIC SEQUENCE OF CONSTRUCTION - STAGE 5**
- 5A PAVE ROADWAY, CONSTRUCT MBGR, SIGN & STRIPE  
REMOVE TEMPORARY EARTHEN DAMS. FINAL CREEK RESTORATION.
  - 5B RESTORE UPRR TEMPORARY ACCESS ROAD. REMOVE ESA FENCE.
  - 5C REMOVE DETOUR AND RESTORE TRAFFIC TO ROSEVILLE ROAD.

- LEGEND:**
-  - STAGE 5A
  -  - STAGE 5B



3/17/2014 2:52:17 PM exe FILE: F:\S\SACR00000004\0400040\0420Sheet Files\2 to 1 grading\sc04\_23\_sc005\_(SC5).dgn

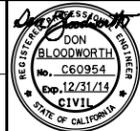
REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=60' VERT. N/A

**CITY OF SACRAMENTO**  
**DEPARTMENT OF PUBLIC WORKS**

DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E.ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E. C78063 DATE JAN 2014	R.C.E. C60954 DATE JAN 2014




**DAVID EVANS AND ASSOCIATES INC.**  
 1544 Eureka Road, Suite 200  
 Roseville California 95661

IMPROVEMENT PLANS FOR  
**ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT**  
 STAGE CONSTRUCTION - STAGE 5

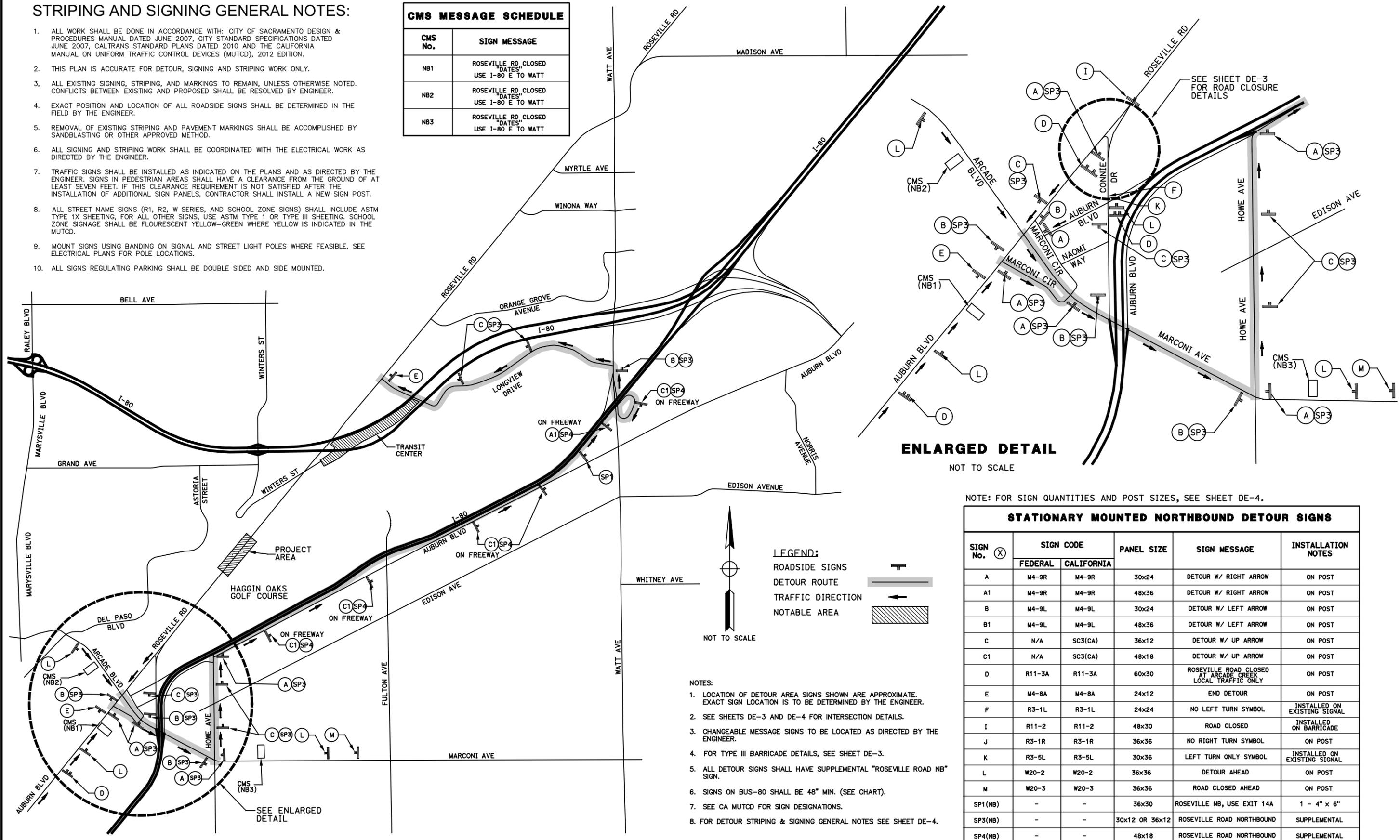
SHEET  
**SC-5**  
 537 of 698  
 61

RELATIVE BORDER SCALE  
IS IN INCHES

**STRIPING AND SIGNING GENERAL NOTES:**

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH: CITY OF SACRAMENTO DESIGN & PROCEDURES MANUAL DATED JUNE 2007, CITY STANDARD SPECIFICATIONS DATED JUNE 2007, CALTRANS STANDARD PLANS DATED 2010 AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 2012 EDITION.
- THIS PLAN IS ACCURATE FOR DETOUR, SIGNING AND STRIPING WORK ONLY.
- ALL EXISTING SIGNING, STRIPING, AND MARKINGS TO REMAIN, UNLESS OTHERWISE NOTED. CONFLICTS BETWEEN EXISTING AND PROPOSED SHALL BE RESOLVED BY ENGINEER.
- EXACT POSITION AND LOCATION OF ALL ROADSIDE SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
- REMOVAL OF EXISTING STRIPING AND PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY SANDBLASTING OR OTHER APPROVED METHOD.
- ALL SIGNING AND STRIPING WORK SHALL BE COORDINATED WITH THE ELECTRICAL WORK AS DIRECTED BY THE ENGINEER.
- TRAFFIC SIGNS SHALL BE INSTALLED AS INDICATED ON THE PLANS AND AS DIRECTED BY THE ENGINEER. SIGNS IN PEDESTRIAN AREAS SHALL HAVE A CLEARANCE FROM THE GROUND OF AT LEAST SEVEN FEET. IF THIS CLEARANCE REQUIREMENT IS NOT SATISFIED AFTER THE INSTALLATION OF ADDITIONAL SIGN PANELS, CONTRACTOR SHALL INSTALL A NEW SIGN POST.
- ALL STREET NAME SIGNS (R1, R2, W SERIES, AND SCHOOL ZONE SIGNS) SHALL INCLUDE ASTM TYPE 1X SHEETING, FOR ALL OTHER SIGNS, USE ASTM TYPE 1 OR TYPE III SHEETING. SCHOOL ZONE SIGNAGE SHALL BE FLOURESCENT YELLOW-GREEN WHERE YELLOW IS INDICATED IN THE MUTCD.
- MOUNT SIGNS USING BANDING ON SIGNAL AND STREET LIGHT POLES WHERE FEASIBLE. SEE ELECTRICAL PLANS FOR POLE LOCATIONS.
- ALL SIGNS REGULATING PARKING SHALL BE DOUBLE SIDED AND SIDE MOUNTED.

CMS MESSAGE SCHEDULE	
CMS No.	SIGN MESSAGE
NB1	ROSEVILLE RD CLOSED "DATES" USE I-80 E TO WATT
NB2	ROSEVILLE RD CLOSED "DATES" USE I-80 E TO WATT
NB3	ROSEVILLE RD CLOSED "DATES" USE I-80 E TO WATT



**ENLARGED DETAIL**  
NOT TO SCALE

NOTE: FOR SIGN QUANTITIES AND POST SIZES, SEE SHEET DE-4.

SIGN No. (X)	SIGN CODE		PANEL SIZE	SIGN MESSAGE	INSTALLATION NOTES
	FEDERAL	CALIFORNIA			
A	M4-9R	M4-9R	30x24	DETOUR W/ RIGHT ARROW	ON POST
A1	M4-9R	M4-9R	48x36	DETOUR W/ RIGHT ARROW	ON POST
B	M4-9L	M4-9L	30x24	DETOUR W/ LEFT ARROW	ON POST
B1	M4-9L	M4-9L	48x36	DETOUR W/ LEFT ARROW	ON POST
C	N/A	SC3(CA)	36x12	DETOUR W/ UP ARROW	ON POST
C1	N/A	SC3(CA)	48x18	DETOUR W/ UP ARROW	ON POST
D	R11-3A	R11-3A	60x30	ROSEVILLE ROAD CLOSED AT ARCADE CREEK LOCAL TRAFFIC ONLY	ON POST
E	M4-8A	M4-8A	24x12	END DETOUR	ON POST
F	R3-1L	R3-1L	24x24	NO LEFT TURN SYMBOL	INSTALLED ON EXISTING SIGNAL
I	R11-2	R11-2	48x30	ROAD CLOSED	INSTALLED ON BARRICADE
J	R3-1R	R3-1R	36x36	NO RIGHT TURN SYMBOL	ON POST
K	R3-5L	R3-5L	30x36	LEFT TURN ONLY SYMBOL	INSTALLED ON EXISTING SIGNAL
L	W20-2	W20-2	36x36	DETOUR AHEAD	ON POST
M	W20-3	W20-3	36x36	ROAD CLOSED AHEAD	ON POST
SP1(NB)	-	-	36x30	ROSEVILLE NB, USE EXIT 14A	1 - 4" x 6"
SP3(NB)	-	-	30x12 OR 36x12	ROSEVILLE ROAD NORTHBOUND	SUPPLEMENTAL
SP4(NB)	-	-	48x18	ROSEVILLE ROAD NORTHBOUND	SUPPLEMENTAL

**LEGEND:**

- ROADSIDE SIGNS
- DETOUR ROUTE
- TRAFFIC DIRECTION
- NOTABLE AREA

- NOTES:**
- LOCATION OF DETOUR AREA SIGNS SHOWN ARE APPROXIMATE. EXACT SIGN LOCATION IS TO BE DETERMINED BY THE ENGINEER.
  - SEE SHEETS DE-3 AND DE-4 FOR INTERSECTION DETAILS.
  - CHANGEABLE MESSAGE SIGNS TO BE LOCATED AS DIRECTED BY THE ENGINEER.
  - FOR TYPE III BARRICADE DETAILS, SEE SHEET DE-3.
  - ALL DETOUR SIGNS SHALL HAVE SUPPLEMENTAL "ROSEVILLE ROAD NB" SIGN.
  - SIGNS ON BUS-80 SHALL BE 48" MIN. (SEE CHART).
  - SEE CA MUTCD FOR SIGN DESIGNATIONS.
  - FOR DETOUR STRIPING & SIGNING GENERAL NOTES SEE SHEET DE-4.

3/13/2014 10:53:00 AM FILE: P:\S\SACR00000004\04000AD\04203sheet File2 to 1 grading\sacr04\_24\_de001\_(DE1).dgn

REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

FIELD BOOK N/A

SCALE: HORIZ. N.T.S. VERT. N.T.S.

DRAWN BY: L. CHASE DATE: JAN 2014

DESIGNED BY: J. ARELLANO/E.ARANDA R.C.E. C78063 DATE: JAN 2014

CHECKED BY: D. BLOODWORTH R.C.E. C60954 DATE: JAN 2014

**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661

IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
NORTHBOUND DETOUR PLAN

SHEET DE-1  
61

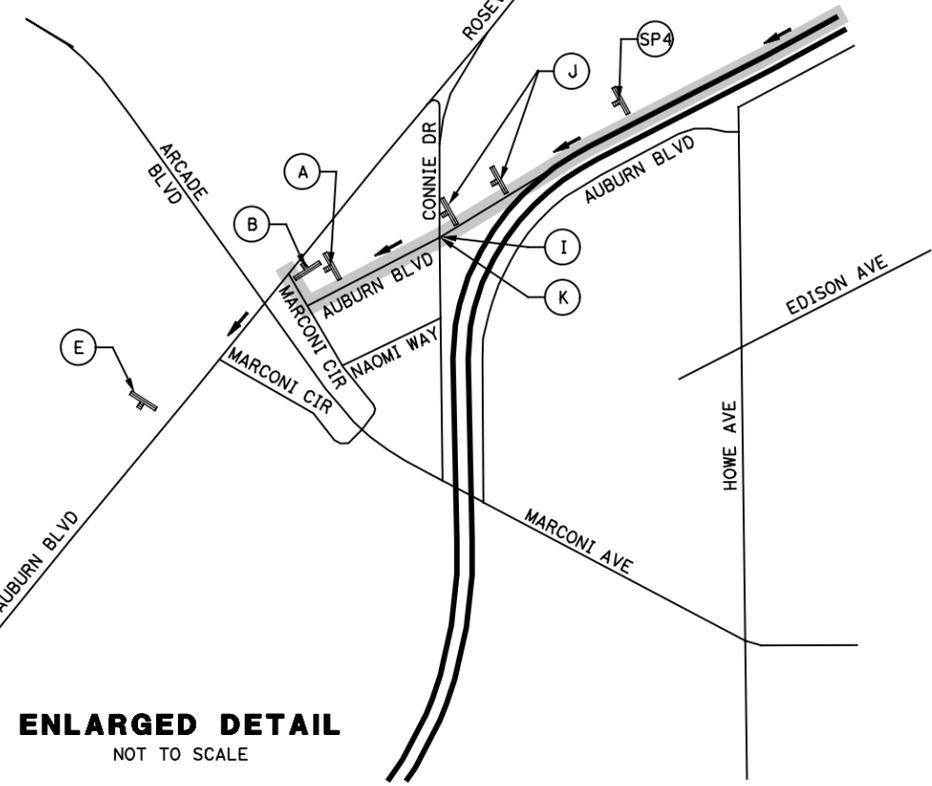
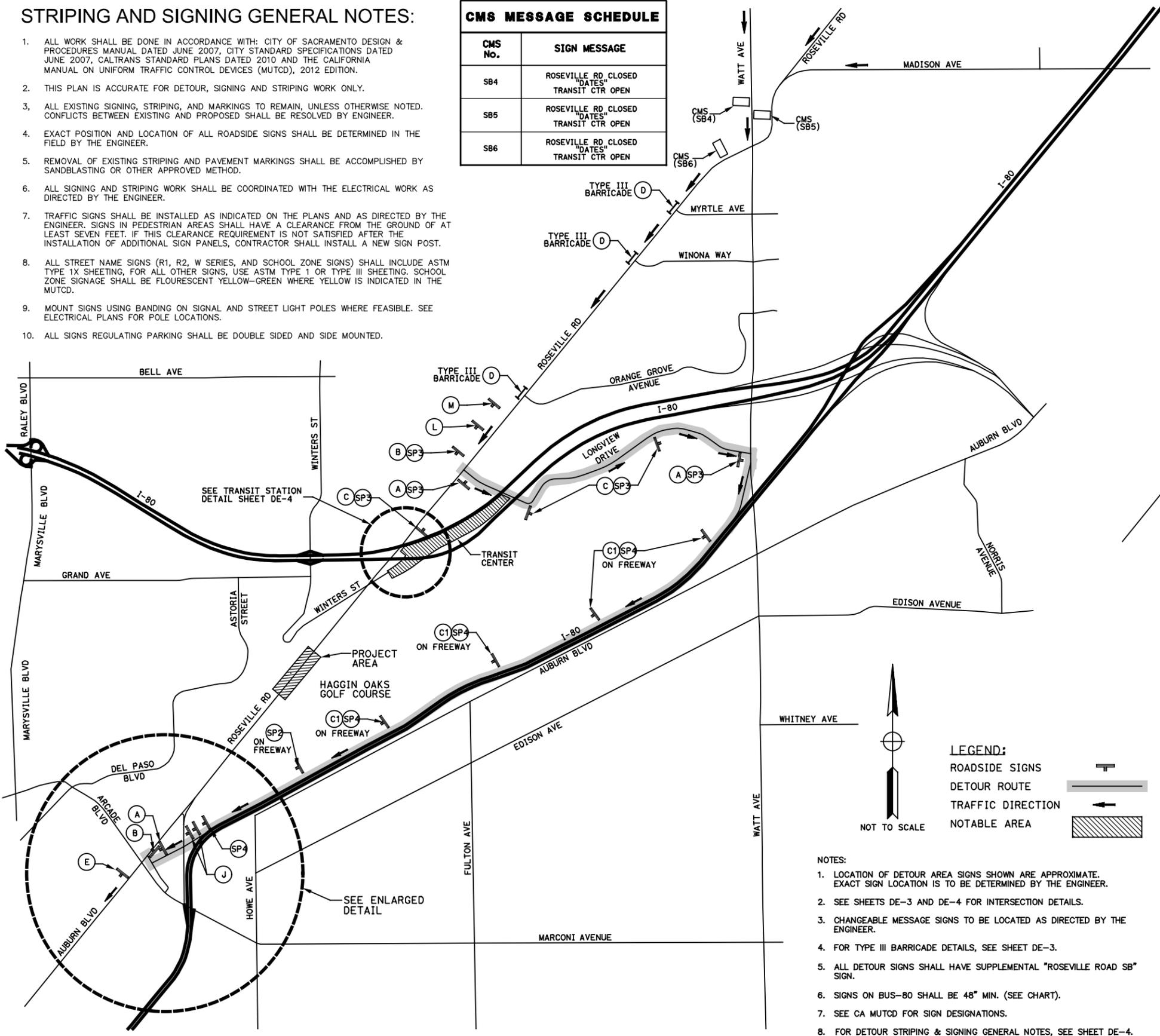
RELATIVE BORDER SCALE  
IS IN INCHES

**STRIPING AND SIGNING GENERAL NOTES:**

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH: CITY OF SACRAMENTO DESIGN & PROCEDURES MANUAL DATED JUNE 2007, CITY STANDARD SPECIFICATIONS DATED JUNE 2007, CALTRANS STANDARD PLANS DATED 2010 AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 2012 EDITION.
2. THIS PLAN IS ACCURATE FOR DETOUR, SIGNING AND STRIPING WORK ONLY.
3. ALL EXISTING SIGNING, STRIPING, AND MARKINGS TO REMAIN, UNLESS OTHERWISE NOTED. CONFLICTS BETWEEN EXISTING AND PROPOSED SHALL BE RESOLVED BY ENGINEER.
4. EXACT POSITION AND LOCATION OF ALL ROADSIDE SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
5. REMOVAL OF EXISTING STRIPING AND PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY SANDBLASTING OR OTHER APPROVED METHOD.
6. ALL SIGNING AND STRIPING WORK SHALL BE COORDINATED WITH THE ELECTRICAL WORK AS DIRECTED BY THE ENGINEER.
7. TRAFFIC SIGNS SHALL BE INSTALLED AS INDICATED ON THE PLANS AND AS DIRECTED BY THE ENGINEER. SIGNS IN PEDESTRIAN AREAS SHALL HAVE A CLEARANCE FROM THE GROUND OF AT LEAST SEVEN FEET. IF THIS CLEARANCE REQUIREMENT IS NOT SATISFIED AFTER THE INSTALLATION OF ADDITIONAL SIGN PANELS, CONTRACTOR SHALL INSTALL A NEW SIGN POST.
8. ALL STREET NAME SIGNS (R1, R2, W SERIES, AND SCHOOL ZONE SIGNS) SHALL INCLUDE ASTM TYPE 1X SHEETING, FOR ALL OTHER SIGNS, USE ASTM TYPE 1 OR TYPE III SHEETING. SCHOOL ZONE SIGNAGE SHALL BE FLOURESCENT YELLOW-GREEN WHERE YELLOW IS INDICATED IN THE MUTCD.
9. MOUNT SIGNS USING BANDING ON SIGNAL AND STREET LIGHT POLES WHERE FEASIBLE. SEE ELECTRICAL PLANS FOR POLE LOCATIONS.
10. ALL SIGNS REGULATING PARKING SHALL BE DOUBLE SIDED AND SIDE MOUNTED.

**CMS MESSAGE SCHEDULE**

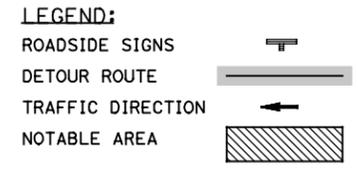
CMS No.	SIGN MESSAGE
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SB5	ROSEVILLE RD CLOSED "DATES" TRANSIT CTR OPEN
SB6	ROSEVILLE RD CLOSED "DATES" TRANSIT CTR OPEN



NOTE: FOR SIGN QUANTITIES AND POST SIZES, SEE SHEET DE-4.

**STATIONARY MOUNTED SOUTHBOUND DETOUR SIGNS**

SIGN No. (X)	SIGN CODE		PANEL SIZE	SIGN MESSAGE	INSTALLATION NOTES
	FEDERAL	CALIFORNIA			
A	M4-9R	M4-9R	30x24	DETOUR W/ RIGHT ARROW	ON POST
A1	M4-9R	M4-9R	48x36	DETOUR W/ RIGHT ARROW	ON POST
B	M4-9L	M4-9L	30x24	DETOUR W/ LEFT ARROW	ON POST
C	N/A	SC3(CA)	36x12	DETOUR W/ UP ARROW	ON POST
C1	N/A	SC3(CA)	48x18	DETOUR W/ UP ARROW	ON POST
D	R11-3A(SP)	R11-3A(SP)	60x30	ROSEVILLE ROAD CLOSED AT ARCADE CREEK TRANSIT CENTER OPEN	INSTALLED ON BARRICADE
E	M4-8A	M4-8A	24x12	END DETOUR	ON POST
I	R11-2	R11-2	48x30	ROAD CLOSED	INSTALLED ON BARRICADE
J	R3-1R	R3-1R	24x24	NO RIGHT TURN SYMBOL	ON POST
K	R3-5L	R3-5L	30x36	LEFT TURN ONLY SYMBOL	INSTALLED ON EXISTING SIGNAL
L	W20-2	W20-2	36x36	DETOUR AHEAD	ON POST
M	W20-3	W20-3	36x36	ROAD CLOSED AHEAD	ON POST
SP2(SB)	-	-	36x30	ROSEVILLE SB, USE EXIT 11	ON POST
SP3(SB)	-	-	30x12 OR 36x12	ROSEVILLE ROAD SOUTHBOUND	SUPPLEMENTAL
SP4(SB)	-	-	48x18	ROSEVILLE ROAD SOUTHBOUND	SUPPLEMENTAL



- NOTES:**
1. LOCATION OF DETOUR AREA SIGNS SHOWN ARE APPROXIMATE. EXACT SIGN LOCATION IS TO BE DETERMINED BY THE ENGINEER.
  2. SEE SHEETS DE-3 AND DE-4 FOR INTERSECTION DETAILS.
  3. CHANGEABLE MESSAGE SIGNS TO BE LOCATED AS DIRECTED BY THE ENGINEER.
  4. FOR TYPE III BARRICADE DETAILS, SEE SHEET DE-3.
  5. ALL DETOUR SIGNS SHALL HAVE SUPPLEMENTAL "ROSEVILLE ROAD SB" SIGN.
  6. SIGNS ON BUS-80 SHALL BE 48" MIN. (SEE CHART).
  7. SEE CA MUTCD FOR SIGN DESIGNATIONS.
  8. FOR DETOUR STRIPING & SIGNING GENERAL NOTES, SEE SHEET DE-4.

3/13/2014 10:57:31 AM exe FILE: P:\S\SACR00000004\04000401\04203sheet\Sheet2 to 1 grading\sacra04\_25\_de002\_(DE2).dgn

**REVISIONS**

NO.	DESCRIPTION	DATE	BY

**BENCH MARK** ELEV. 54.58

DESCRIPTION:  
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88  
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

FIELD BOOK N/A  
SCALE  
HORIZ. N.T.S.  
VERT. N.T.S.

DRAWN BY: L. CHASE  
DATE: JAN 2014

DESIGNED BY: J. ARELLANO/E.ARANDA  
R.C.E. C78063 DATE JAN 2014

CHECKED BY: D. BLOODWORTH  
R.C.E. C60954 DATE JAN 2014

**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661

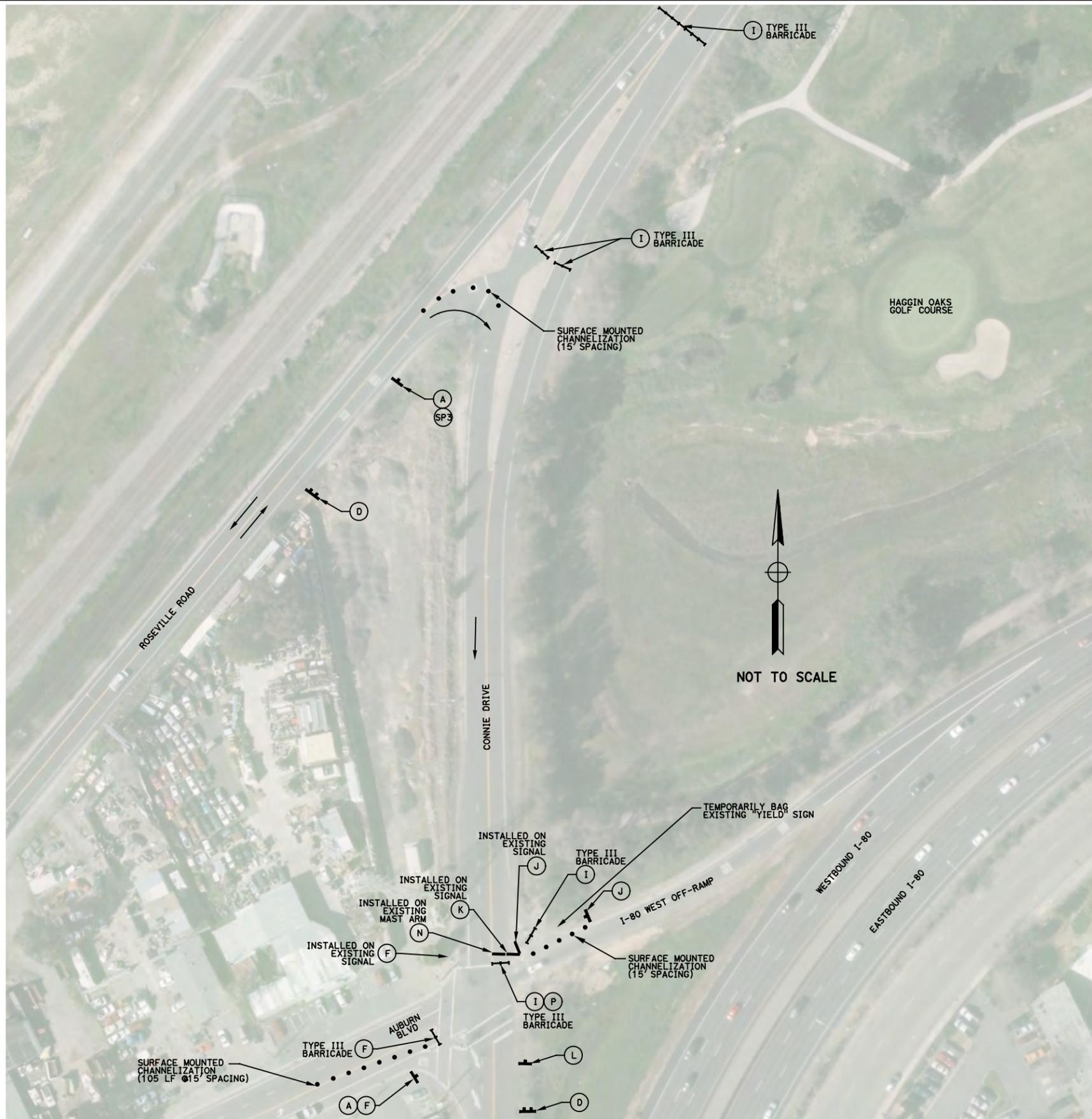
REGISTERED PROFESSIONAL ENGINEER  
DON BLOODWORTH  
No. C60954  
Exp. 12/31/14  
CIVIL  
STATE OF CALIFORNIA

IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
SOUTHBOUND DETOUR PLAN

PN 15068500  
SHEET DE-2  
61

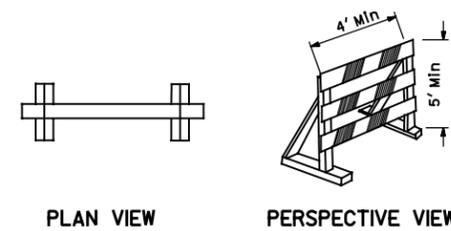
RELATIVE BORDER SCALE  
15" IN INCHES

3/13/2014 12:38:09 PM sac FILE: P:\S\SACR00000004\0400040\04203sheet Files\2 to 1 grading\sacrd\_26\_de003\_(DE3).dgn



- LEGEND:
- "STOP" PAVEMENT MARKING
  - ROADSIDE SIGN LOCATION - ONE POST
  - ROADSIDE SIGN LOCATION - TWO POSTS
  - DIRECTIONAL ARROWS (FOR REFERENCE PURPOSES ONLY)
  - SURFACE MOUNTED DELINEATORS

- NOTES:
1. LOCATION OF DETOUR AREA SIGNS SHOWN ARE APPROXIMATE. EXACT SIGN LOCATION IS TO BE DETERMINED BY THE ENGINEER.
  2. ALL DETOUR SIGNS SHALL HAVE SUPPLEMENTAL "ROSEVILLE ROAD SB" SIGN
  3. SEE CA MUTCD FOR SIGN DESIGNATIONS
  4. FOR DETOUR STRIPING AND SIGNING GENERAL NOTES, SEE SHEET DE-4.



- NOTES:
1. The three rails on Type III barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
  2. Barricade striping should slant at 45 degrees downward in the direction of detour.
  3. For mounting signs on barricade, see MUTCD Chapter 6F.

**TYPE III BARRICADE DETAILS**

NOTE: FOR SIGN QUANTITIES AND POST SIZES, SEE SHEET DE-4

STATIONARY MOUNTED DETOUR SIGNS					
SIGN No. (X)	SIGN CODE		PANEL SIZE	SIGN MESSAGE	INSTALLATION NOTES
	FEDERAL	CALIFORNIA			
A	M4-9R	M4-9R	30x24	DETOUR W/ RIGHT ARROW	ON POST
D	R11-3A	R11-3A	60x30	ROSEVILLE ROAD CLOSED AT ARCADE CREEK LOCAL TRAFFIC ONLY	INSTALLED ON BARRICADE
F	R3-1L	R3-1L	24x24	NO LEFT TURN SYMBOL	POST
I	R11-2	R11-2	48x30	ROAD CLOSED	INSTALLED ON BARRICADE
J	R3-1R	R3-1R	36x36	NO RIGHT TURN SYMBOL	ON POST
K	R3-5L	R3-5L	30x36	LEFT TURN ONLY SYMBOL	INSTALLED ON EXISTING SIGNAL
L	W20-2	W20-2	36x36	DETOUR AHEAD	ON POST
N	R10-12	R10-12	24x24	LEFT TURN YIELD ON GREEN	INSTALLED ON EXISTING MAST ARM
P	M4-9L	M4-9L	30x24	DETOUR W/ LEFT ARROW	INSTALLED ON BARRICADE
SP3(NB)	-	-	30x12 OR 36x12	ROSEVILLE ROAD NORTHBOUND	SUPPLEMENTAL

REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION:	
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88	
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

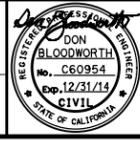
FIELD BOOK N/A

SCALE: HORIZ. 1"=50', VERT. 1"=50'

DRAWN BY: L. CHASE DATE: JAN 2014

DESIGNED BY: J. ARELLANO/E.ARANDA R.C.E. C78063 DATE: JAN 2014

CHECKED BY: D. BLOODWORTH R.C.E. C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
AUBURN BOULEVARD & CONNIE DRIVE - DETOUR PLAN

RELATIVE BORDER SCALE IS IN INCHES

3/13/2014 1:56:41 PM exe FILE: P:\S\SACR0000000\0400000\0420Sheet Files\2 to 1 grading\vacr04\_27\_de004\_(DE-4).dgn

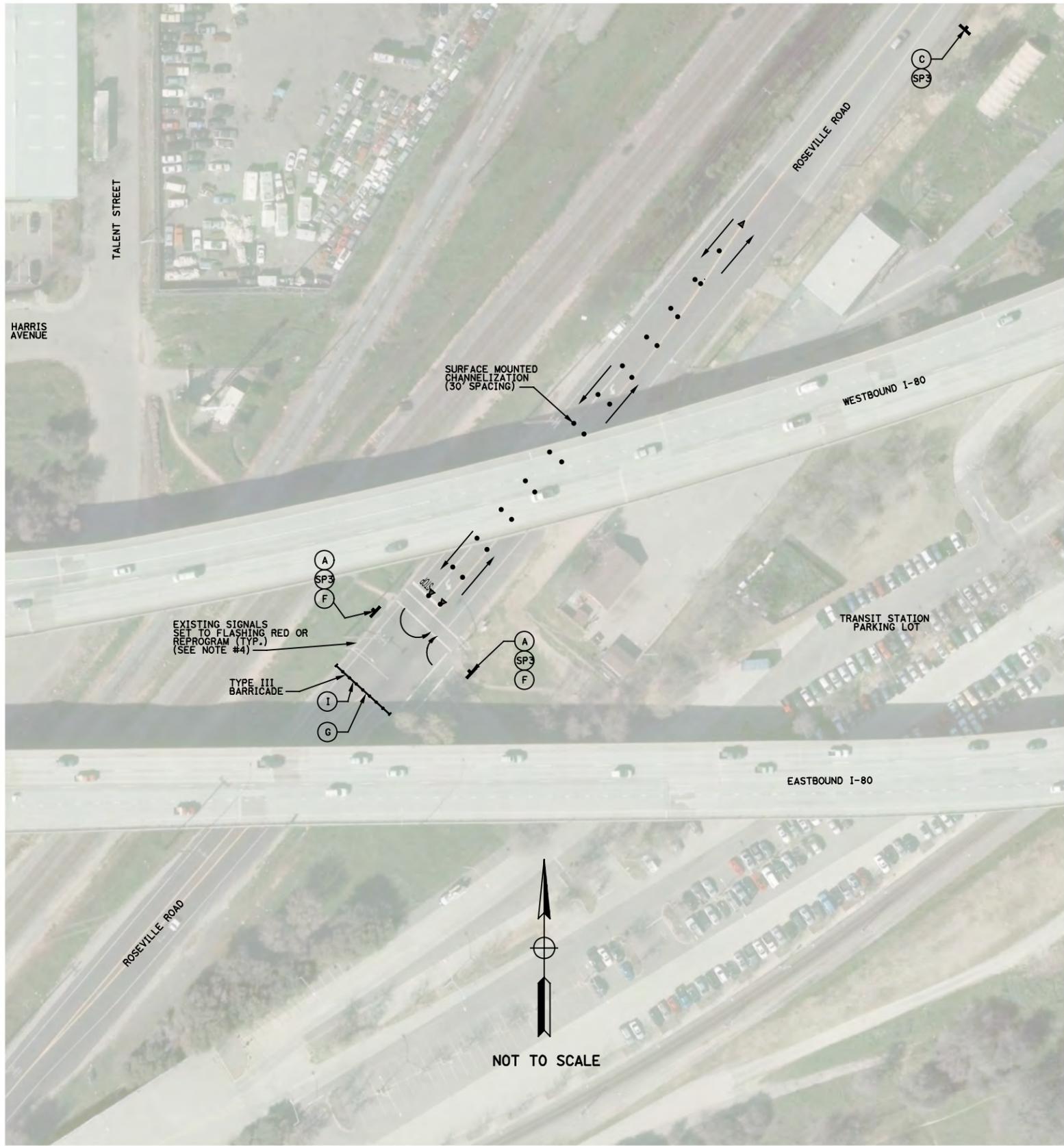
PRIMARY SOUTHBOUND DETOUR ROUTE ON LONGVIEW DRIVE.

LEGEND:

- "STOP" PAVEMENT MARKING
- ROADSIDE SIGN LOCATION - ONE POST
- ROADSIDE SIGN LOCATION - TWO POSTS
- DIRECTIONAL ARROWS (FOR REFERENCE PURPOSES ONLY)
- SURFACE MOUNTED DELINEATORS
- FLASHING BEACONS

NOTES:

1. LOCATION OF DETOUR AREA SIGNS SHOWN ARE APPROXIMATE. EXACT SIGN LOCATION IS TO BE DETERMINED BY THE ENGINEER.
2. ALL DETOUR SIGNS SHALL HAVE SUPPLEMENTAL "ROSEVILLE ROAD SB" SIGN
3. SEE CA MUTCD FOR SIGN DESIGNATIONS
4. CONTRACTOR TO CONTACT CITY OF SACRAMENTO MAINTENANCE TWO WEEKS PRIOR TO CLOSURE TO COORDINATE SIGNAL PROGRAMMING.



**SIGN QUANTITIES & POST SIZES**

SIGN No. (X)	NUMBER OF SIGNS	NUMBER OF POSTS	POST SIZE
A	11	1	4" x 4"
A1	1	SEE BELOW	SEE BELOW
B	6	1	4" x 4"
C	9	SEE BELOW	SEE BELOW
C1	9	SEE BELOW	SEE BELOW
D	6	2	4" x 4"
E	2	1	4" x 4"
F	5	N/A	N/A
G	1	1	4" x 6"
I	6	N/A	N/A
J	2	1	4" x 6"
K	1	N/A	N/A
L	5	1	4" x 6"
M	2	1	4" x 6"
N	1	N/A	N/A
P	1	N/A	N/A
SP1 (NB)	1	SEE BELOW	SEE BELOW
SP3 (NB)	17	SEE BELOW	SEE BELOW
SP4 (NB)	6	SEE BELOW	SEE BELOW
SP2 (SB)	1	SEE BELOW	SEE BELOW
SP3 (SB)	6	SEE BELOW	SEE BELOW
SP4 (SB)	5	SEE BELOW	SEE BELOW
MULTIPLE SIGNS MOUNTED ON SINGLE POST			
A & SP3	SEE ABOVE	1	4" x 6"
B & SP3	SEE ABOVE	1	4" x 6"
C & SP3	SEE ABOVE	1	4" x 6"
C1 & SP4	SEE ABOVE	1	4" x 6"
A1 & SP4	SEE ABOVE	1	6" x 6"
A & SP3 & F	SEE ABOVE	1	4" x 6"
A & F	SEE ABOVE	1	4" x 6"

**STATIONARY MOUNTED DETOUR SIGNS**

SIGN No. (X)	SIGN CODE		PANEL SIZE	SIGN MESSAGE	INSTALLATION NOTES
	FEDERAL	CALIFORNIA			
A	M4-9R	M4-9R	30x24	DETOUR W/ RIGHT ARROW	ON POST
F	R3-1L	R3-1L	24x24	NO LEFT TURN SYMBOL	ON POST
I	R11-2	R11-2	48x30	ROAD CLOSED	INSTALLED ON BARRICADE
G	N/A	R73-2	36x36	LEFT OR U-TURN ONLY	ON POST
SP3(SB)	-	-	30x12 OR 36x12	ROSEVILLE ROAD SOUTHBOUND	ON POST

REVISIONS				BENCH MARK		FIELD BOOK
NO.	DESCRIPTION	DATE	BY	ELEV.		N/A
				54.58		

DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88  
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

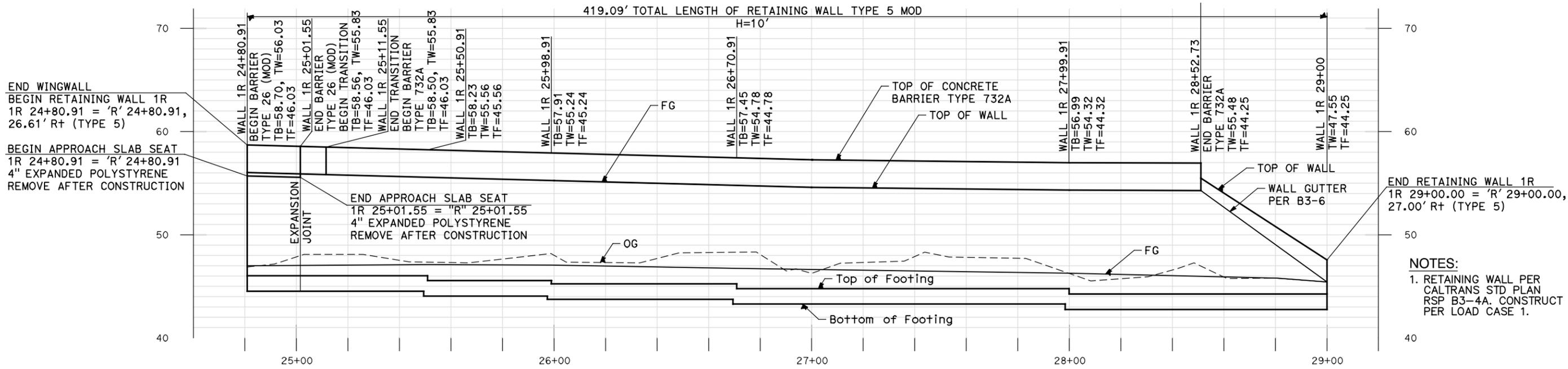
DRAWN BY: L. CHASE      DESIGNED BY: J. ARELLANO/E.ARANDA      CHECKED BY: D. BLOODWORTH  
DATE: JAN 2014      R.C.E. C78063      DATE JAN 2014      R.C.E. C60954      DATE JAN 2014

**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661

IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
TRANSIT STATION - DETAIL PLAN

SHEET DE-4  
1 of 698  
61

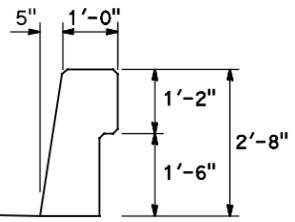
RELATIVE BORDER SCALE  
IS IN INCHES



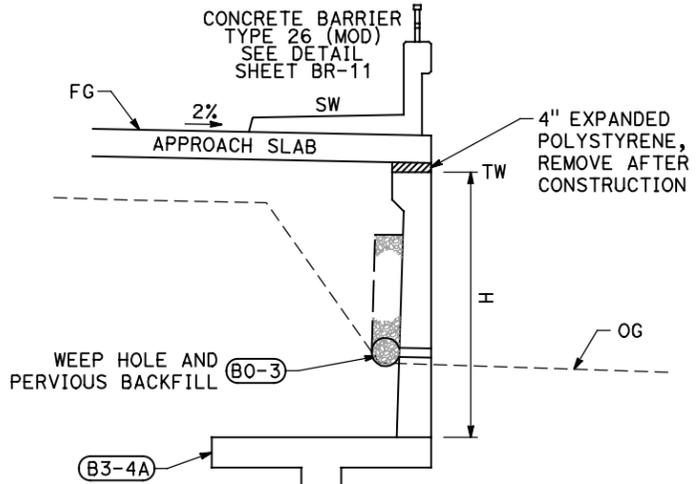
**NOTES:**  
1. RETAINING WALL PER CALTRANS STD PLAN RSP B3-4A. CONSTRUCT PER LOAD CASE 1.

**DEVELOPED ELEVATION**

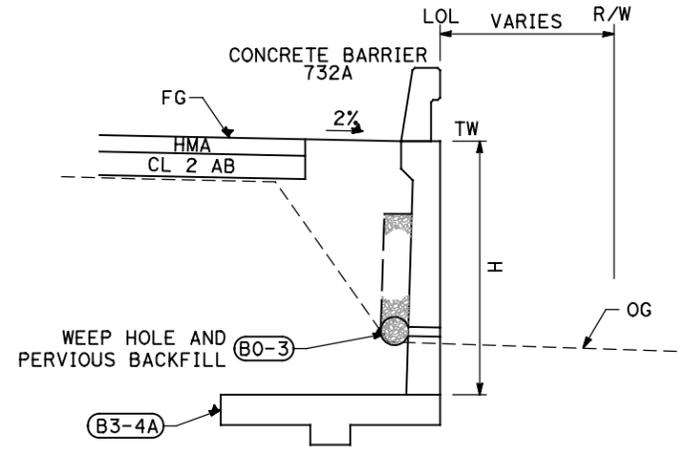
RETAINING WALL 1R  
HORIZ. SCALE : 1"=20'  
VERT. SCALE : 1"=5'



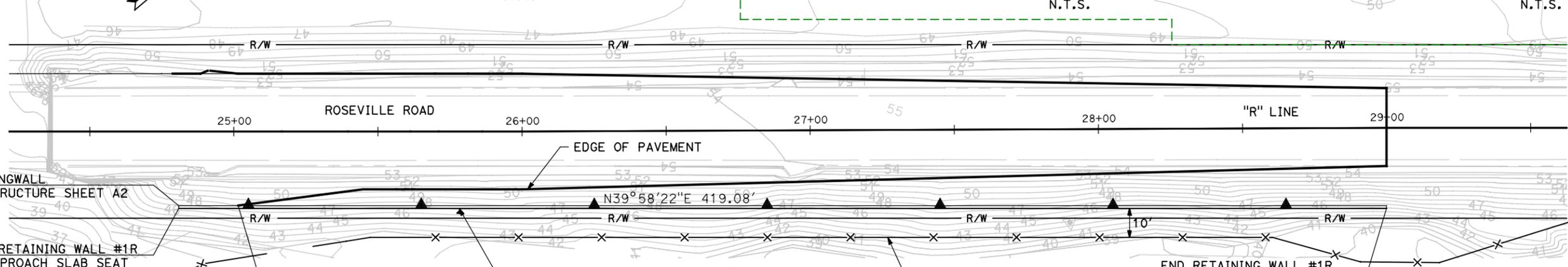
**BARRIER TYPE 732 & 732A DIMENSIONS**  
N.T.S.



**APPROACH SLAB SEAT SECTION**  
N.T.S.



**TYPICAL SECTION**  
N.T.S.



**PLAN**  
RETAINING WALL 1R  
SCALE : 1"=20'

END WINGWALL  
SEE STRUCTURE SHEET A2

BEGIN RETAINING WALL #1R  
AND APPROACH SLAB SEAT  
1R 24+80.91 = 'R' 24+80.91,  
26.61' R+  
N 1992410.47  
E 6729542.70

END APPROACH SLAB SEAT  
'R' 25+01.55

RETAINING WALL  
1R LAYOUT LINE

ESA FENCING

END RETAINING WALL #1R  
1R 29+00.00 = 'R' 29+00.00,  
27.92' R+  
N 1992731.63  
E 6729811.93

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

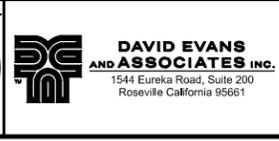
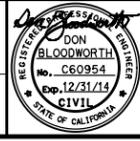
BENCH MARK	
DESCRIPTION:	ELEV. 54.58
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88	
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

FIELD BOOK
N/A
SCALE
HORIZ. 1"=20'
VERT. 1"=5'

DRAWN BY: L. ANDERSEN	
DATE	JAN 2014

DESIGNED BY: J. ARELLANO/E.ARANDA	
R.C.E. C78063	DATE JAN 2014

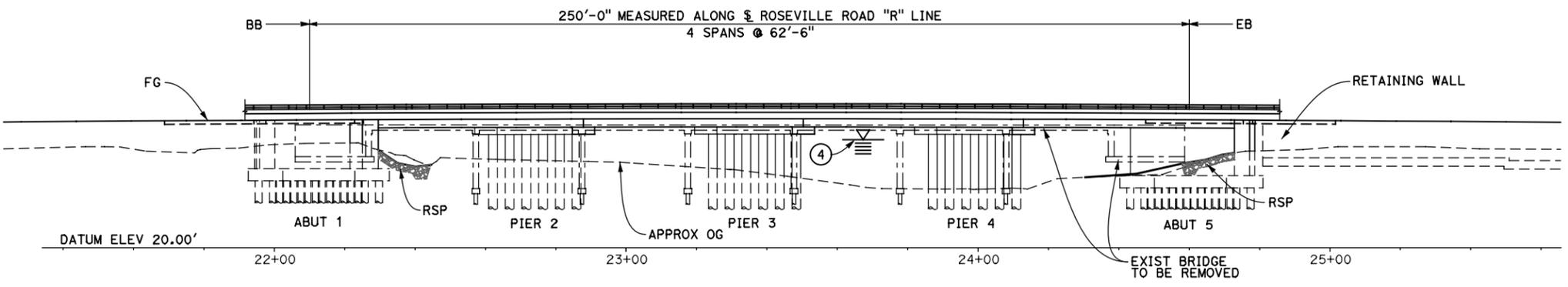
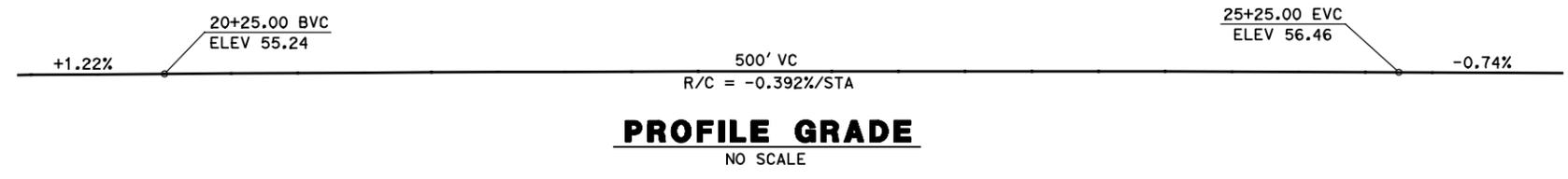
CHECKED BY: D. BLOODWORTH	
R.C.E. C60954	DATE JAN 2014



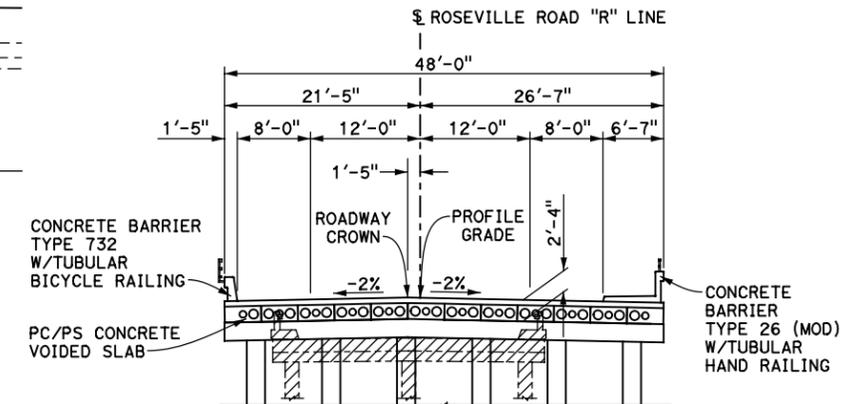
IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
RETAINING WALL PLAN

SHEET  
RW-1  
61

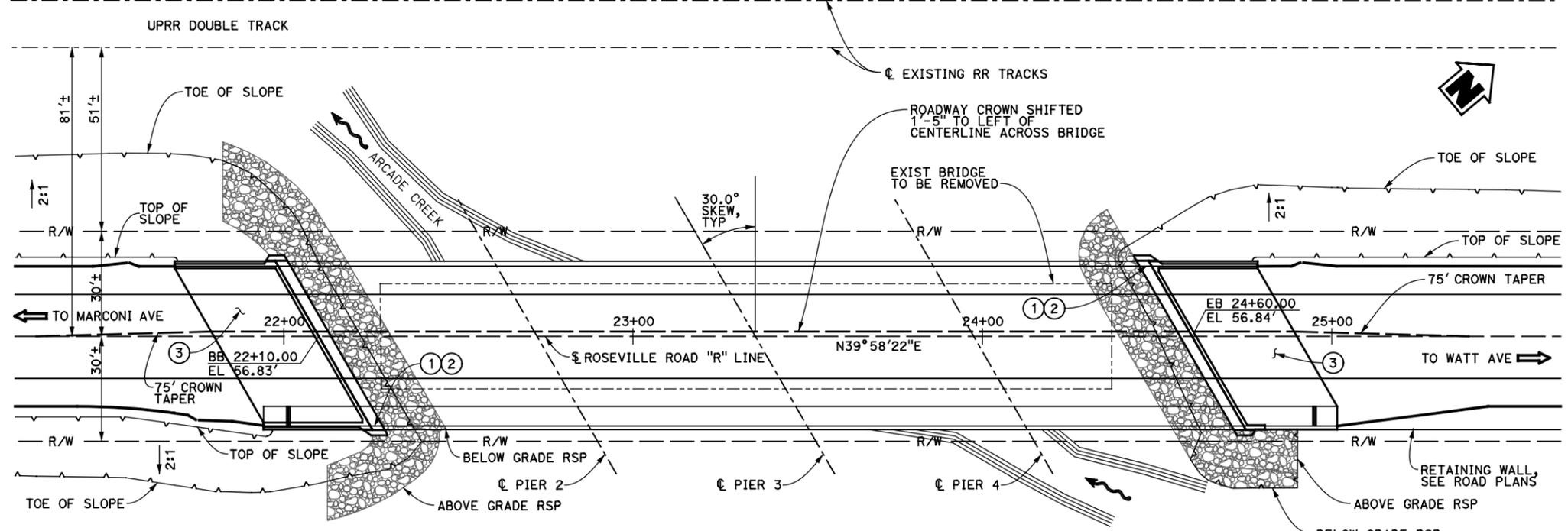
RELATIVE BORDER SCALE IS IN INCHES



**ELEVATION**  
1" = 20'-0"



**TYPICAL SECTION**  
1" = 10'-0"



**PLAN**  
1" = 20'-0"

- LEGEND:**
- ① PAINT "ROSEVILLE ROAD BRIDGE"
  - ② PAINT "BR. NO. 24C0554"
  - ③ STRUCTURE APPROACH TYPE N(30S)
  - ④ HYDROLOGIC SUMMARY, SEE "FOUNDATION PLAN" SHEET
  - INDICATES EXISTING BRIDGE TO BE REMOVED
  - R/W - RIGHT OF WAY LINE

**NOTE:**  
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

FIELD BOOK N/A	SCALE HORIZ. N/A VERT. N/A	DRAWN BY: L. ANDERSEN DATE: JAN 2014	DESIGNED BY: D. SUN R.C.E. C40064 DATE JAN 2014	CHECKED BY: B. CARTER R.C.E. C75861 DATE JULY 2013
-------------------	----------------------------------	---	--	---

**DAVID EVANS AND ASSOCIATES INC.**  
 1544 Eureka Road, Suite 200  
 Roseville California 95661

**ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)**  
**REPLACEMENT PROJECT**  
**GENERAL PLAN**

SHEET **BR-1**  
 PN 151068500  
 54 of 698  
 61

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**GENERAL NOTES**  
**LOAD AND RESISTANCE FACTOR DESIGN**

**DESIGN:**  
 AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 4th EDITION,  
 AND THE CALTRANS AMENDMENTS, PREFACE DATED NOVEMBER 2011;  
 EXCEPT THAT ABUTMENTS, CONCRETE BARRIER TYPE 26 (MOD),  
 CONCRETE BARRIER TYPE 732, TUBULAR BICYCLE RAILING, AND  
 STRUCTURE APPROACH ARE DESIGNED USING BRIDGE DESIGN  
 SPECIFICATIONS ('96 AASHTO W/REVISIONS BY CALTRANS).

**SEISMIC DESIGN:**  
 CALTRANS SEISMIC DESIGN CRITERIA (SDC), VERSION 1.7, DATED  
 APRIL 2013

**DEAD LOAD:**  
 INCLUDES 35 psf FOR FUTURE WEARING SURFACE.

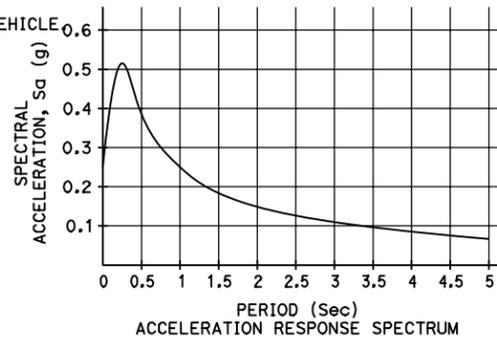
**LIVE LOADING:**  
 HL93 W/"LOW BOY" AND PERMIT DESIGN VEHICLE

**SEISMIC LOADING:**  
 MAX MOMENT MAGNITUDE  $M_{max} = 6.9$   
 PEAK GROUND ACCELERATION 0.23g  
 $V_{s30} = 1083$  ft/s

**REINFORCED CONCRETE:**  
 $f_y = 60$  ksi  
 $f'_c = 3.6$  ksi  
 $n = 8$

**PRESTRESSED CONCRETE:**  
 SEE "PRESTRESSING NOTES" ON "SLAB  
 DETAILS NO. 1" SHEET

**PILES:**  
 SEE "PILE DATA TABLE" ON THIS SHEET



LOCATION	PILE TYPE	WSD DESIGN LOADING (TONS)	NOMINAL RESISTANCE		CUT-OFF ELEVATION (FT)	DESIGN TIP ELEVATIONS (FT)	SPECIFIED TIP ELEVATIONS (FT)
			COMPRESSION (KIPS)	TENSION (KIPS)			
ABUT 1	24" CIDH	95	380	0	39.25	-6.0(1); 9.0(3)	-6.0
PIER 2	30" CIDH	150	890	0	41.0	-30.5(1); -11.0(3)	-30.5
PIER 3	30" CIDH	150	890	0	37.0	-30.5(1); -11.0(3)	-30.5
PIER 4	30" CIDH	150	890	0	40.0	-30.5(1); -11.0(3)	-30.5
ABUT 5	24" CIDH	95	380	0	37.25	-15.0(1); 7.0(3)	-15.0

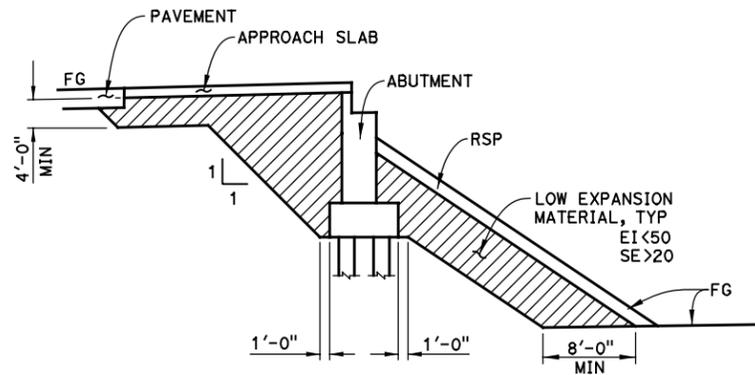
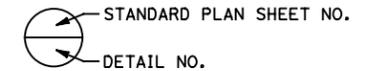
PILE TIP ELEVATION IS CONTROLLED BY THE FOLLOWING: (1) COMPRESSION, (2) TENSION, (3) LATERAL LOADING

**QUANTITIES**

BRIDGE REMOVAL	1 LS
STRUCTURE EXCAVATION (BRIDGE)	830 CY
STRUCTURE BACKFILL (BRIDGE)	430 CY
24" CAST-IN-DRILLED-HOLE CONCRETE PILING	1552 LF
30" CAST-IN-DRILLED-HOLE CONCRETE PILING	1257 LF
STRUCTURAL CONCRETE, BRIDGE FOOTING	150 SF
STRUCTURAL CONCRETE, BRIDGE	690 EA
STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	110 CY
FURNISH PRECAST PRESTRESSED CONCRETE SLAB (TYPE SIV)	12000 SF
ERECT PRECAST PRESTRESSED CONCRETE DECK UNIT	48 EA
JOINT SEAL (MR 2")	111 LF
BAR REINFORCING STEEL (BRIDGE)	224000 LB
ROCK SLOPE PROTECTION (1/4T, METHOD B)(CY)	210 CY
TUBULAR HAND RAILING	310 LF
TUBULAR BICYCLE RAILING	310 LF
CONCRETE BARRIER (TYPE 26)(MOD)	310 LF
CONCRETE BARRIER (TYP 732)	310 LF

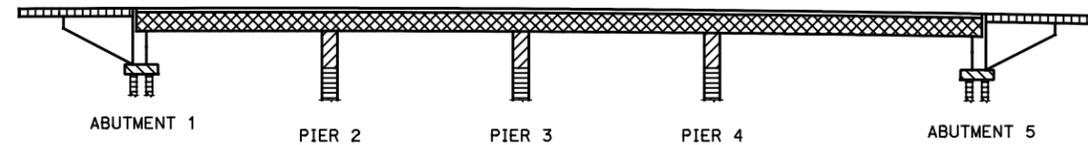
**CALTRANS STANDARD PLANS DATED 2010**

A10A	ABBREVIATIONS (SHEET 1 OF 2)
A10B	ABBREVIATIONS (SHEET 2 OF 2)
A10C	LINES AND SYMBOLS (SHEET 1 OF 3)
A10D	LINES AND SYMBOLS (SHEET 2 OF 3)
A10E	LINES AND SYMBOLS (SHEET 3 OF 3)
A62B	LIMITS OF PAYMENT FOR EXCAVATION AND BACKFILL - BRIDGE SURCHARGE AND WALL
A62C	LIMITS OF PAYMENT FOR EXCAVATION AND BACKFILL - BRIDGE
B0-1	BRIDGE DETAILS
B0-3	BRIDGE DETAILS
B0-5	BRIDGE DETAILS
B0-13	BRIDGE DETAILS
B2-3	16" AND 24" CAST-IN-DRILLED-HOLE CONCRETE PILE
B6-21	JOINT SEALS (MAXIMUM MOVEMENT RATING = 2")
B11-51	TUBULAR HAND RAILING
B11-54	CONCRETE BARRIER TYPE 26
B11-55	CONCRETE BARRIER TYPE 732



LIMITS OF LOW EXPANSION MATERIAL  
 EI - EXPANSION INDEX  
 SE - SAND EQUIVALENT

**TYPICAL SECTION - EXPANSIVE SOIL  
 EXCLUSION ZONE IN BRIDGE EMBANKMENT**  
 NO SCALE



STRUCTURAL CONCRETE  $f'_c$ , BRIDGE  
 STRUCTURAL CONCRETE, BRIDGE ( $f'_c = 4.0$  ksi AT 28 DAYS)  
 STRUCTURAL CONCRETE  $f'_c$ , BRIDGE FOOTING  
 STRUCTURAL CONCRETE, APPROACH SLAB  
 PC/PS CONCRETE VOIDED SLAB UNITS. FOR STRENGTH REQUIREMENT, SEE "SLAB DETAILS NO. 1" SHEET.  
 CAST-IN-DRILLED-HOLE CONCRETE PILE ( $f'_c = 4.0$  ksi AT 28 DAYS)

**CONCRETE STRENGTH AND TYPE LIMITS**  
 NO SCALE

**INDEX TO PLANS**

SHEET NO.	SHEET	TITLE
29	BR-1	GENERAL PLAN
30	BR-2	INDEX TO PLANS
31	BR-3	DECK CONTOUR PLAN
32	BR-4	FOUNDATION PLAN
33	BR-5	ABUTMENT 1 LAYOUT
34	BR-6	ABUTMENT 5 LAYOUT
35	BR-7	ABUTMENT DETAILS NO. 1
36	BR-8	ABUTMENT DETAILS NO. 2
37	BR-9	PIER DETAILS NO. 1
38	BR-10	PIER DETAILS NO. 2
39	BR-11	TYPICAL SECTION
40	BR-12	SLAB LAYOUT
41	BR-13	SLAB DETAILS NO. 1
42	BR-14	STRUCTURE APPROACH TYPE N(30S)
43	BR-15	STRUCTURE APPROACH DRAINAGE DETAILS
44	BR-16	TUBULAR BICYCLE RAILING DETAILS
45	BR-17	SLOPE PAVING/BANK PROTECTION DETAILS
46		LOG OF TEST BORINGS - 1 OF 3
47		LOG OF TEST BORINGS - 2 OF 3
48		LOG OF TEST BORINGS - 3 OF 3

REVISIONS				BENCH MARK	FIELD BOOK
NO.	DESCRIPTION	DATE	BY		
				ELEV. 54.58	N/A

**CITY OF SACRAMENTO**  
 DEPARTMENT OF PUBLIC WORKS

DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88. Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)

SCALE: HORIZ. N/A, VERT. N/A

DRAWN BY: L. ANDERSEN, DATE: JAN 2014  
 DESIGNED BY: D. SUN, R.C.E. C40064, DATE: JAN 2014  
 CHECKED BY: B. CARTER, R.C.E. C75861, DATE: JULY 2013

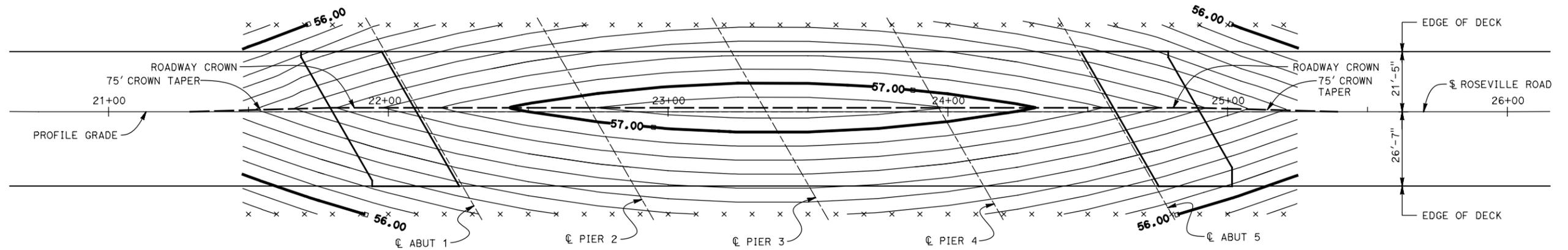
REGISTERED PROFESSIONAL ENGINEER  
 DANIEL SUN  
 No. C40064  
 Exp. 12/31/15  
 CIVIL  
 STATE OF CALIFORNIA

**DAVID EVANS AND ASSOCIATES INC.**  
 1544 Eureka Road, Suite 200  
 Roseville California 95661

ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)  
 REPLACEMENT PROJECT  
 INDEX TO PLANS

SHEET  
 BR-2  
 61

RELATIVE BORDER SCALE  
15 IN INCHES



**DECK CONTOURS**  
SCALE: 1" = 20'-0"

**NOTES:**

1. CONTOURS DO NOT INCLUDE CAMBER.
2. CONTOURS ARE AT 0.1' INTERVALS.
- INDICATES WHOLE FOOT CONTOURS
- × INDICATES 10' INTERVALS ALONG STATION LINE

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

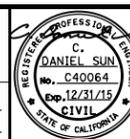
<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION:	
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88	
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20'
VERT.	N/A

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: L. ANDERSEN	DESIGNED BY: D. SUN	CHECKED BY: B. CARTER
DATE: JAN 2014	R.C.E. C40064 DATE JAN 2014	R.C.E. C75861 DATE JULY 2013

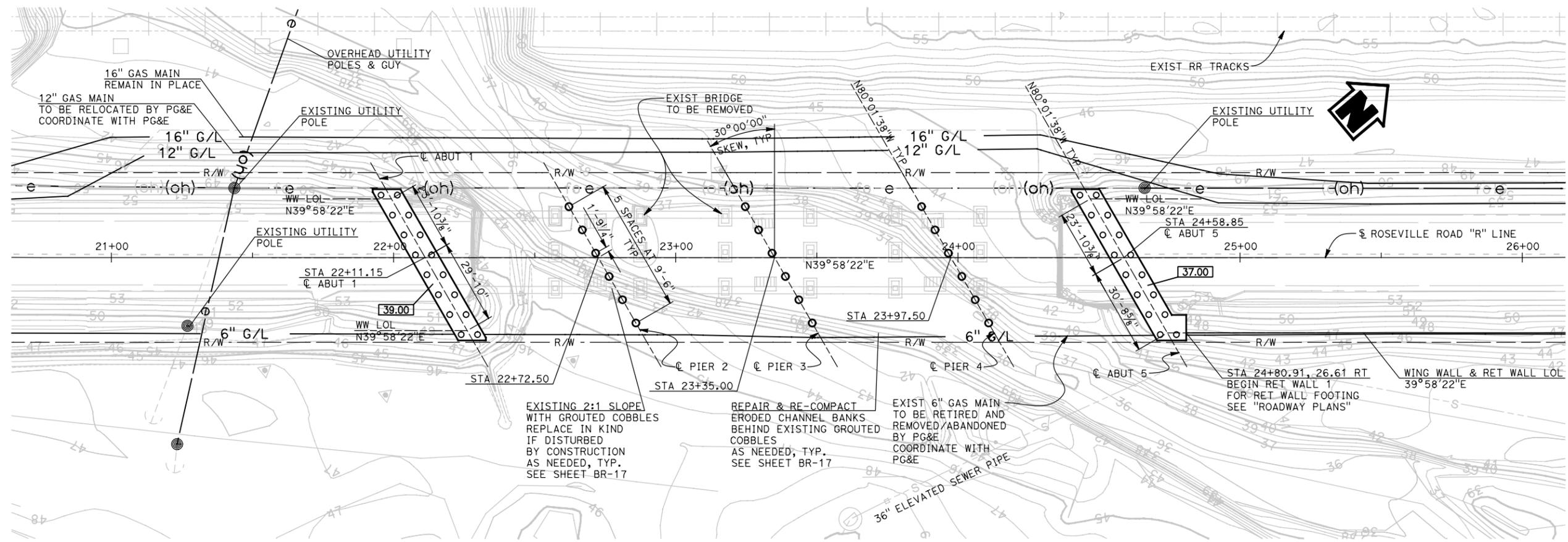
REGISTERED PROFESSIONAL ENGINEER	C. DANIEL SUN	No. C40064	Exp. 12/31/15
STATE OF CALIFORNIA CIVIL			



ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)  
REPLACEMENT PROJECT  
DECK CONTOUR PLAN

PN 15068500	SHEET BR-3
45 of 698	61

RELATIVE BORDER SCALE  
IS IN INCHES



PLAN  
SCALE: 1" = 20'-0"

HYDROLOGIC SUMMARY			
DRAINAGE AREA: 34 SQUARE MILES			
	DESIGN FLOOD	BASE FLOOD	CVFPB
FREQUENCY (YEAR)	50-YEAR	100-YEAR	200-YEAR
DISCHARGE (CUBIC FEET PER SECOND)	N/A	5,840 CFS	7,252 CFS
WATER SURFACE ELEVATION AT BRIDGE (FEET)	N/A	49.0 FT	50.7 FT

WATER SURFACE ELEVATIONS BASED ON NAVD88 DATUM  
CVFPB - CENTRAL VALLEY FLOOD PROTECTION BOARD REQUIREMENT  
N/A - INDICATES THAT INFORMATION IS NOT AVAILABLE

FLOODPLAIN DATA ARE BASED UPON INFORMATION AVAILABLE WHEN THE PLANS WERE PREPARED AND ARE SHOWN TO MEET FEDERAL REQUIREMENTS. THE ACCURACY OF SAID INFORMATION IS NOT WARRANTED BY THE CITY OF SACRAMENTO OR DAVID EVANS AND ASSOCIATES, INC. INTERESTED OR AFFECTED PARTIES SHOULD MAKE THEIR OWN INVESTIGATION.

LEGEND:

- INDICATES 24" CIDH PILES, SEE "ABUTMENT LAYOUT" SHEETS
- INDICATES 30" CIDH PILES, SEE "PIER DETAILS" SHEETS
- 110.00 INDICATES BOTTOM OF FOOTING ELEVATION
- R/W — RIGHT OF WAY LINE

NOTES:

1. FOR GRADING DETAILS, SEE ROAD PLANS.
2. TOPOGRAPHIC SURVEY AND INFORMATION PROVIDED BY DAVID EVANS & ASSOCIATES, INC.
3. CONTRACTOR SHALL VERIFY ALL TOPOGRAPHIC INFORMATION BEFORE START OF WORK.
4. ALL PIERS AND ABUTMENTS HAVE SAME BEARINGS.

3/13/2014 2:59:04 PM exe FILE: P:\S\SACR00000004\0400040D\0420Sheet Files\Bridge\secr04-32-br-04-fp01.dgn

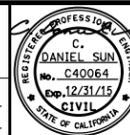
REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20'
VERT.	N/A

CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS

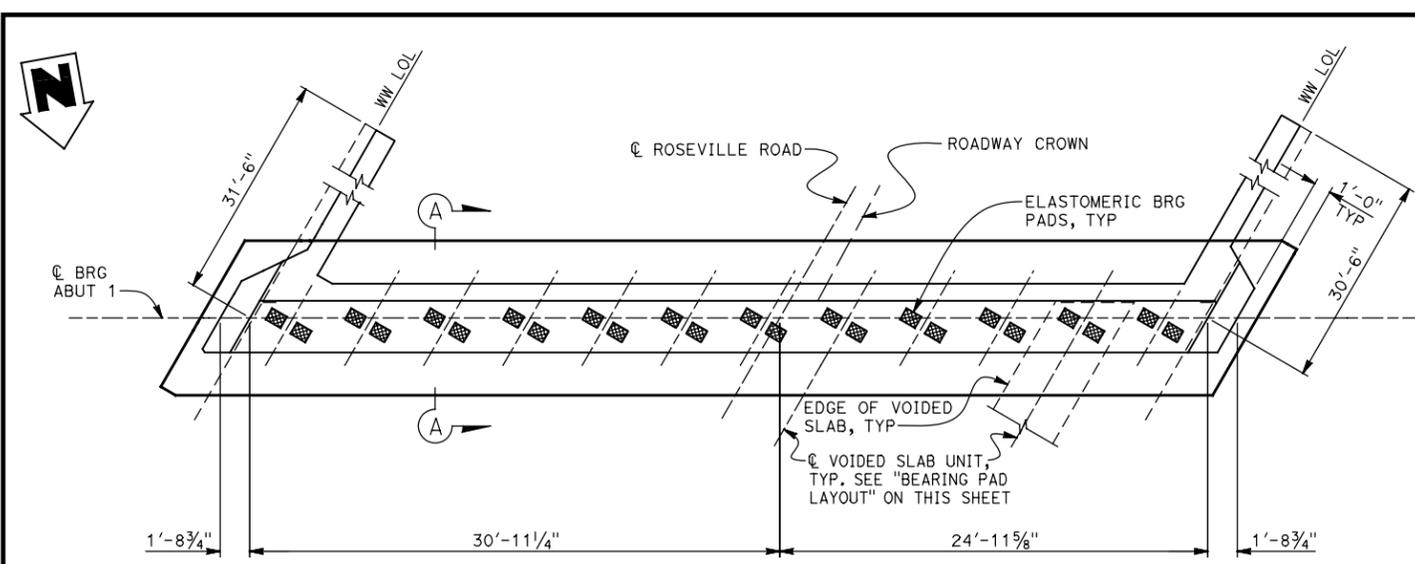
DRAWN BY: L. ANDERSEN	DESIGNED BY: D. SUN	CHECKED BY: B. CARTER
DATE: JAN 2014	R.C.E. C40064 DATE: JAN 2014	R.C.E. C75861 DATE: JULY 2013



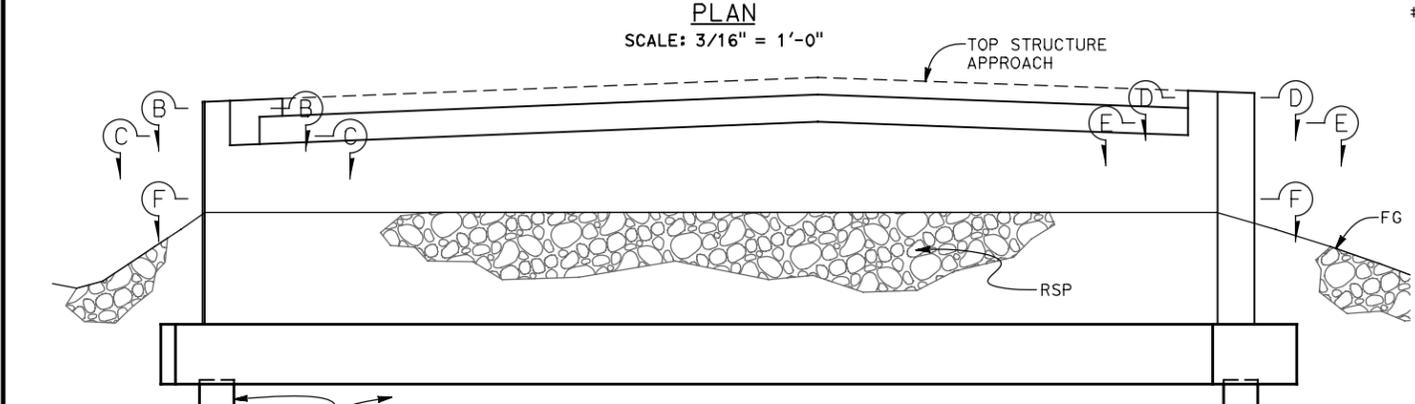
ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)  
REPLACEMENT PROJECT  
FOUNDATION PLAN

SHEET  
BR-4  
46 of 698  
61

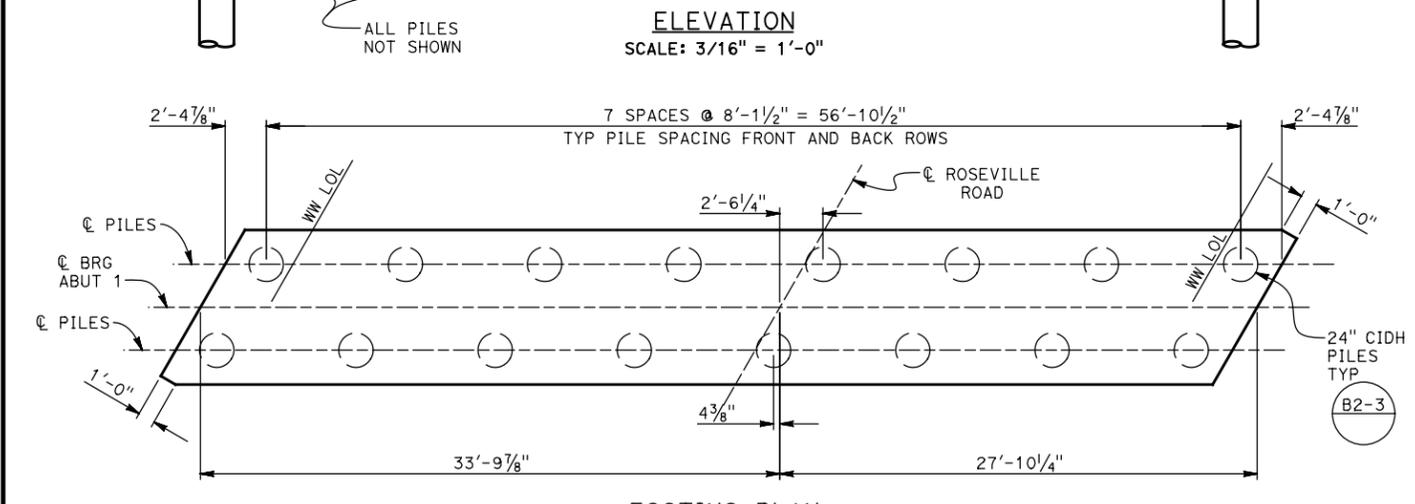
RELATIVE BORDER SCALE IS IN INCHES



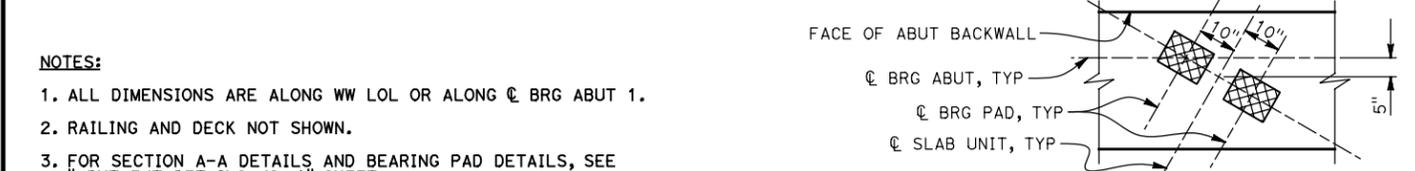
**PLAN**  
SCALE: 3/16" = 1'-0"



**ELEVATION**  
SCALE: 3/16" = 1'-0"

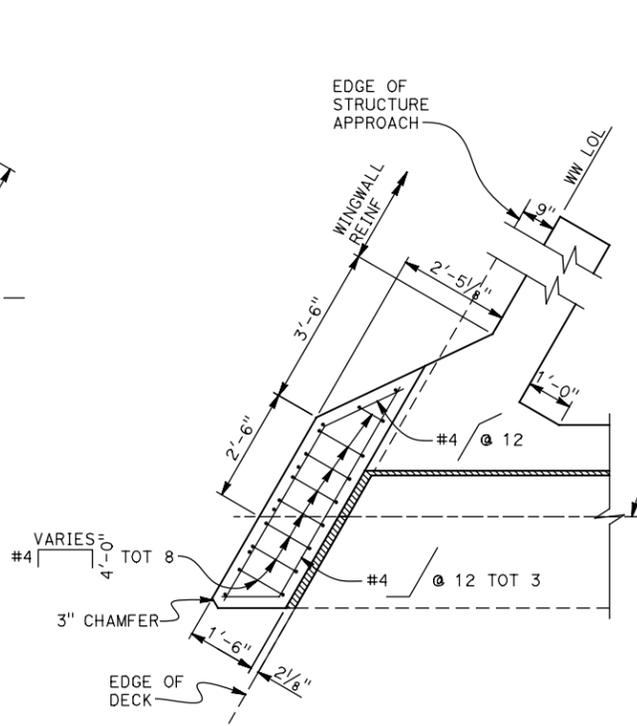


**FOOTING PLAN**  
SCALE: 3/16" = 1'-0"

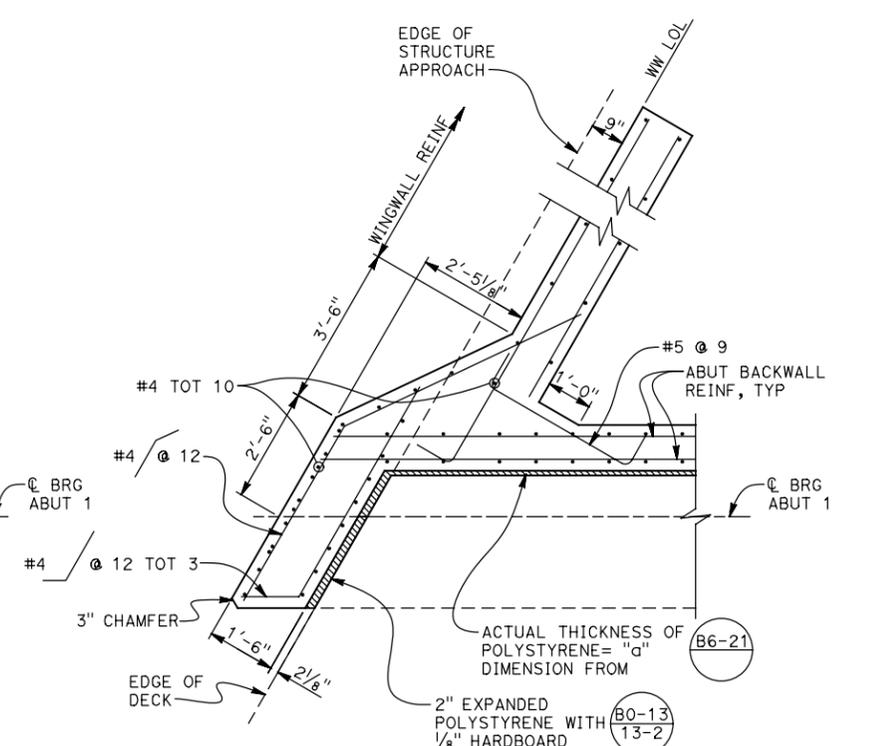


**BEARING PAD LAYOUT**  
SCALE: 1/2" = 1'-0"

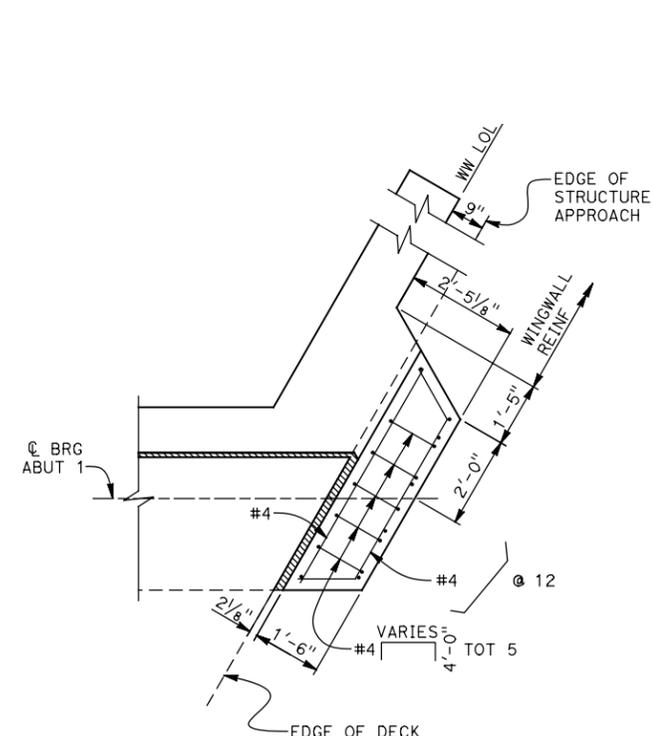
- NOTES:**
1. ALL DIMENSIONS ARE ALONG WW LOL OR ALONG C BRG ABUT 1.
  2. RAILING AND DECK NOT SHOWN.
  3. FOR SECTION A-A DETAILS, AND BEARING PAD DETAILS, SEE "ABUTMENT DETAILS NO. 1" SHEET.
  4. FOR SECTION D-D AND WING WALL SECTION, SEE "ABUTMENT DETAILS NO. 2" SHEET.



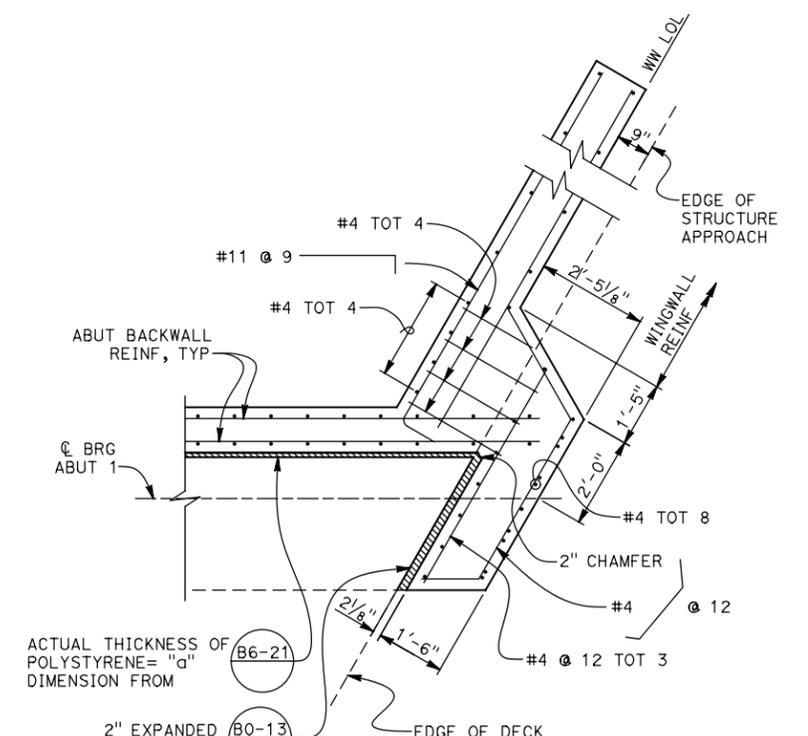
**SECTION B-B**  
SCALE: 1/2" = 1'-0"



**SECTION C-C**  
SCALE: 1/2" = 1'-0"



**SECTION D-D**  
SCALE: 1/2" = 1'-0"



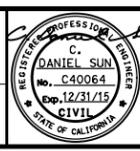
**SECTION E-E**  
SCALE: 1/2" = 1'-0"

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

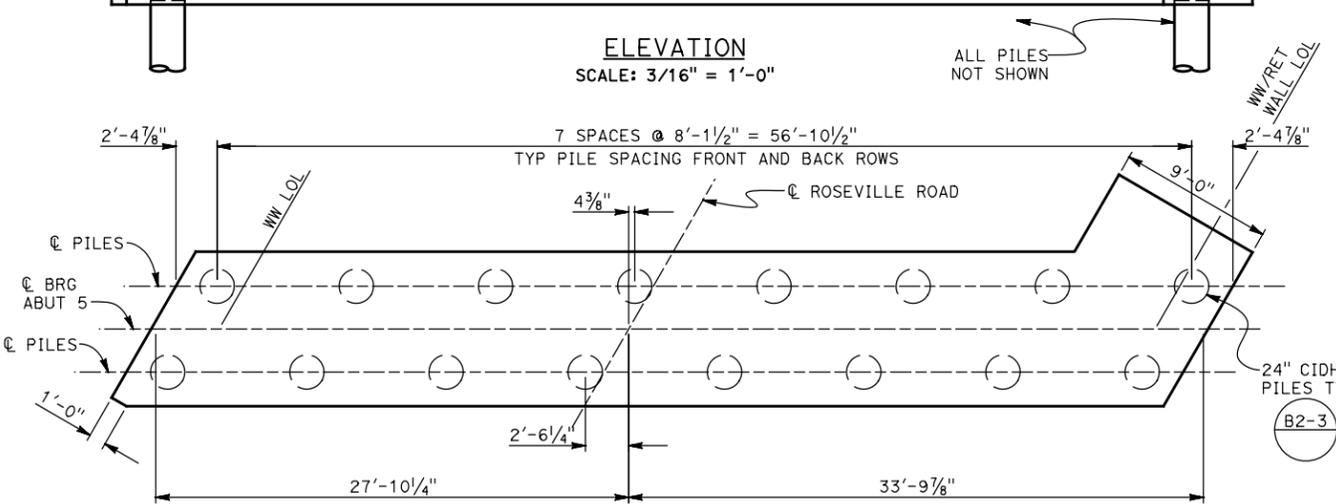
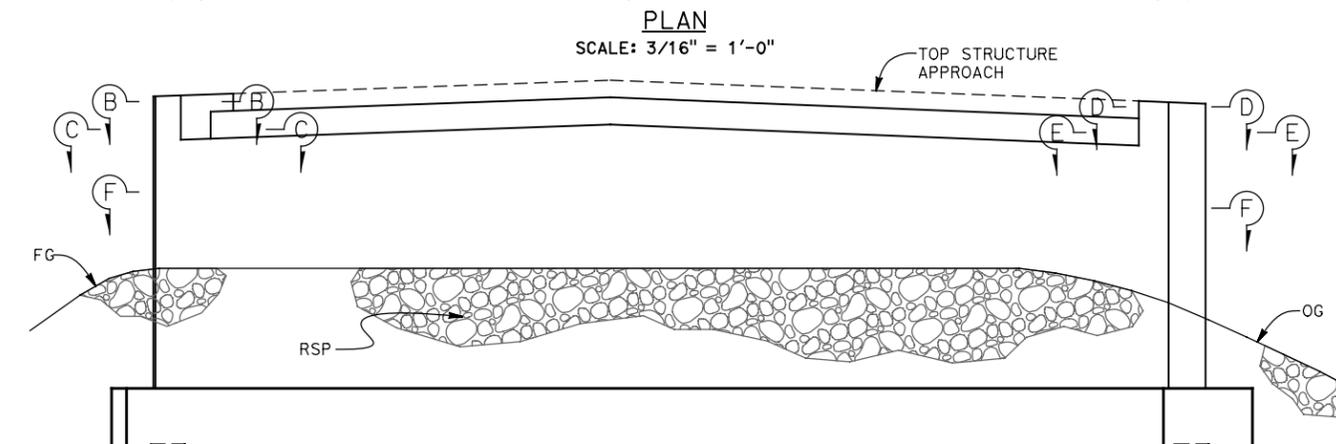
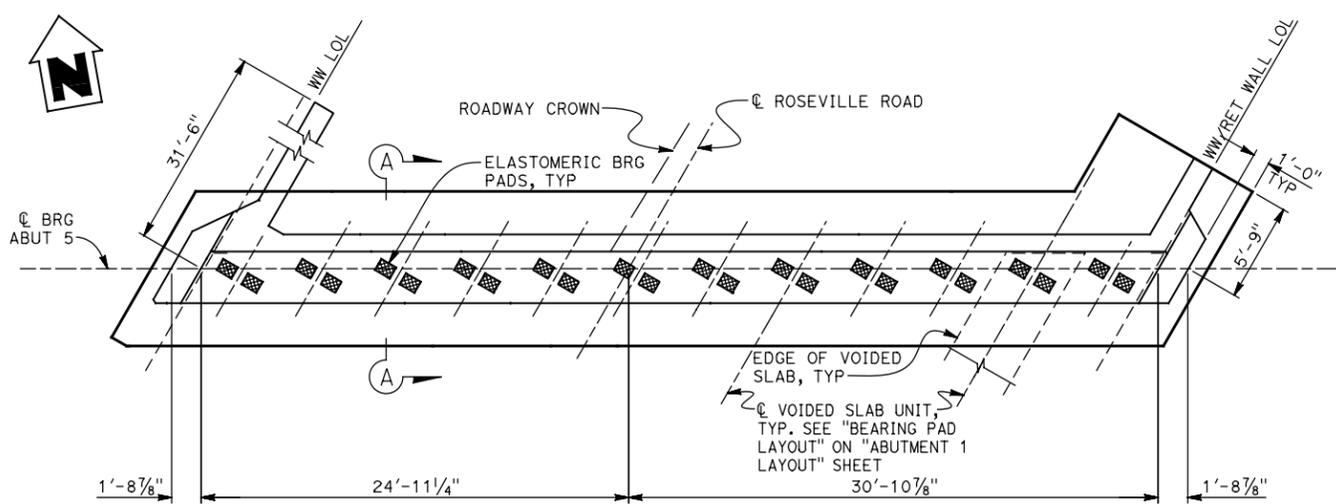
<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS		
FIELD BOOK N/A	SCALE HORIZ. VAR. VERT. N/A	DESIGNED BY: D. SUN R.C.E. C40064 DATE JAN 2014
DRAWN BY: L. ANDERSEN DATE JAN 2014	CHECKED BY: B. CARTER R.C.E. C75861 DATE JULY 2013	

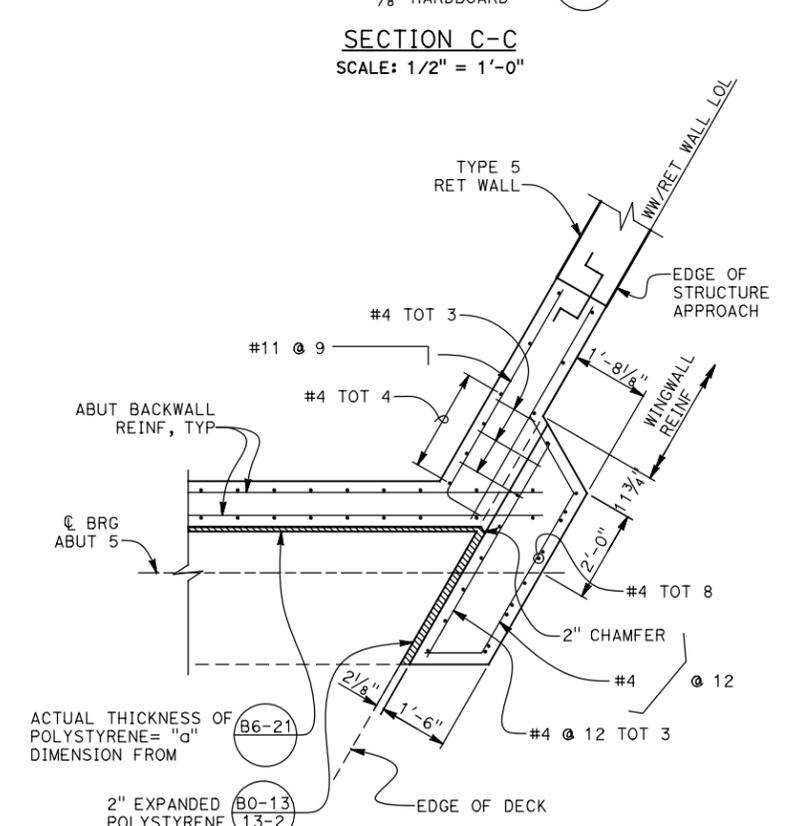
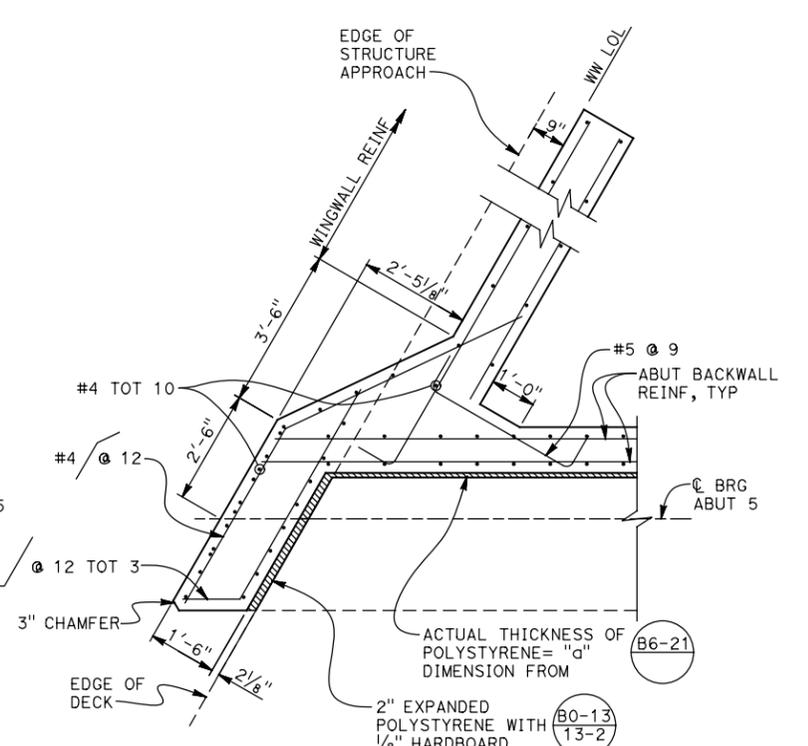
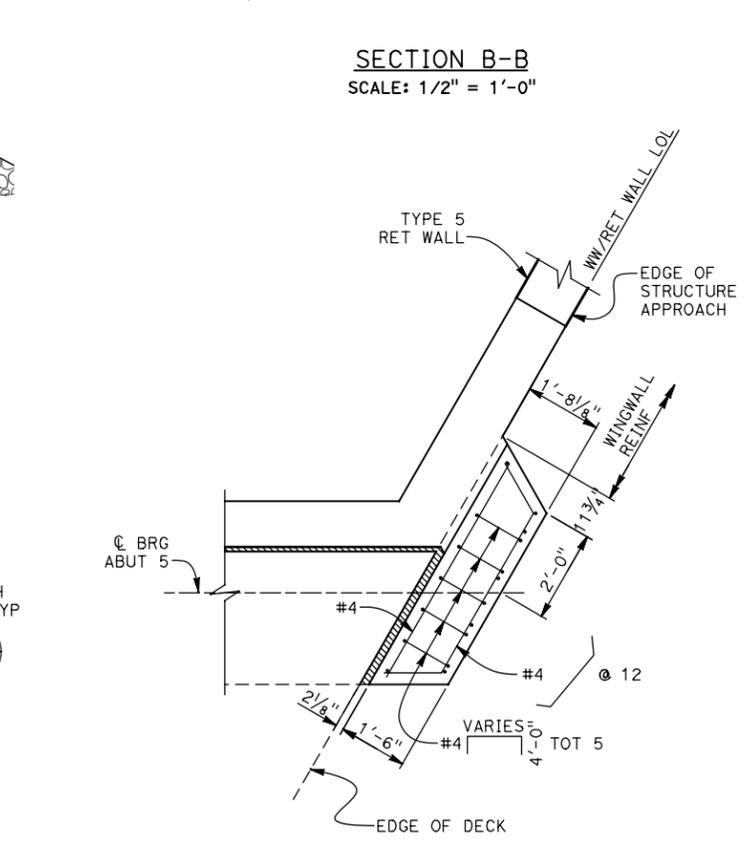
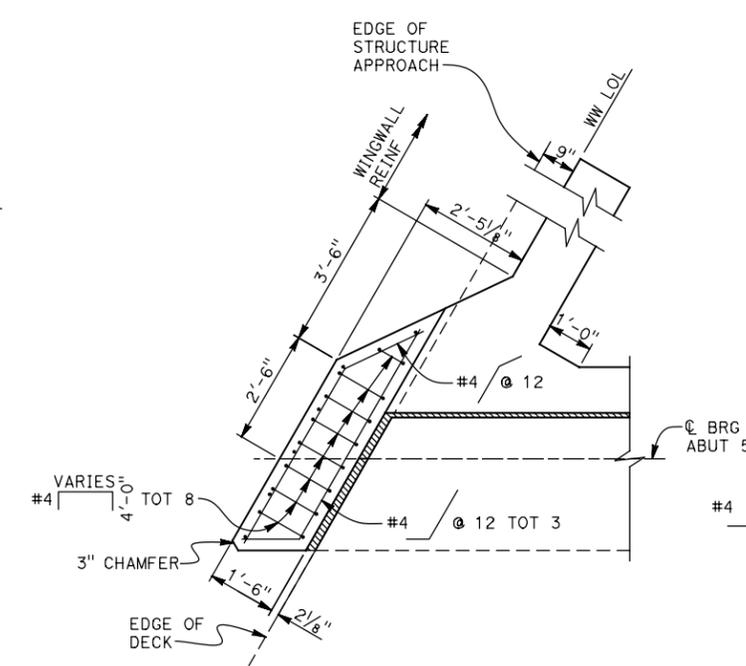


ROSEVILLE ROAD BRIDGE (Br. No. 24C0554) REPLACEMENT PROJECT ABUTMENT 1 LAYOUT		SHEET <b>BR-5</b> 61
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RELATIVE BORDER SCALE IS IN INCHES



- NOTES:**
1. ALL DIMENSIONS ARE ALONG WW LOL OR ALONG C BRG ABUT 5.
  2. RAILING AND DECK NOT SHOWN.
  3. FOR SECTION A-A DETAILS AND BEARING PAD DETAILS, SEE "ABUTMENT DETAILS NO. 1" SHEET.
  4. FOR SECTION D-D AND WING WALL SECTION, SEE "ABUTMENT DETAILS NO. 2" SHEET.
  5. FOR BEARING PAD LAYOUT DETAIL, SEE "ABUTMENT 1 LAYOUT" SHEET.



3/13/2014 3:05:17 PM FILE: P:\SACR00000004\0400040D\0420Sheet\Files\Bridges\sect04-34-br-06-02.dgn

REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS		
FIELD BOOK N/A	SCALE HORIZ. VAR. VERT. N/A	DATE JAN 2014
DRAWN BY: L. ANDERSEN	DESIGNED BY: D. SUN	CHECKED BY: B. CARTER
R.C.E. C40064	DATE JAN 2014	R.C.E. C75861 DATE JULY 2013

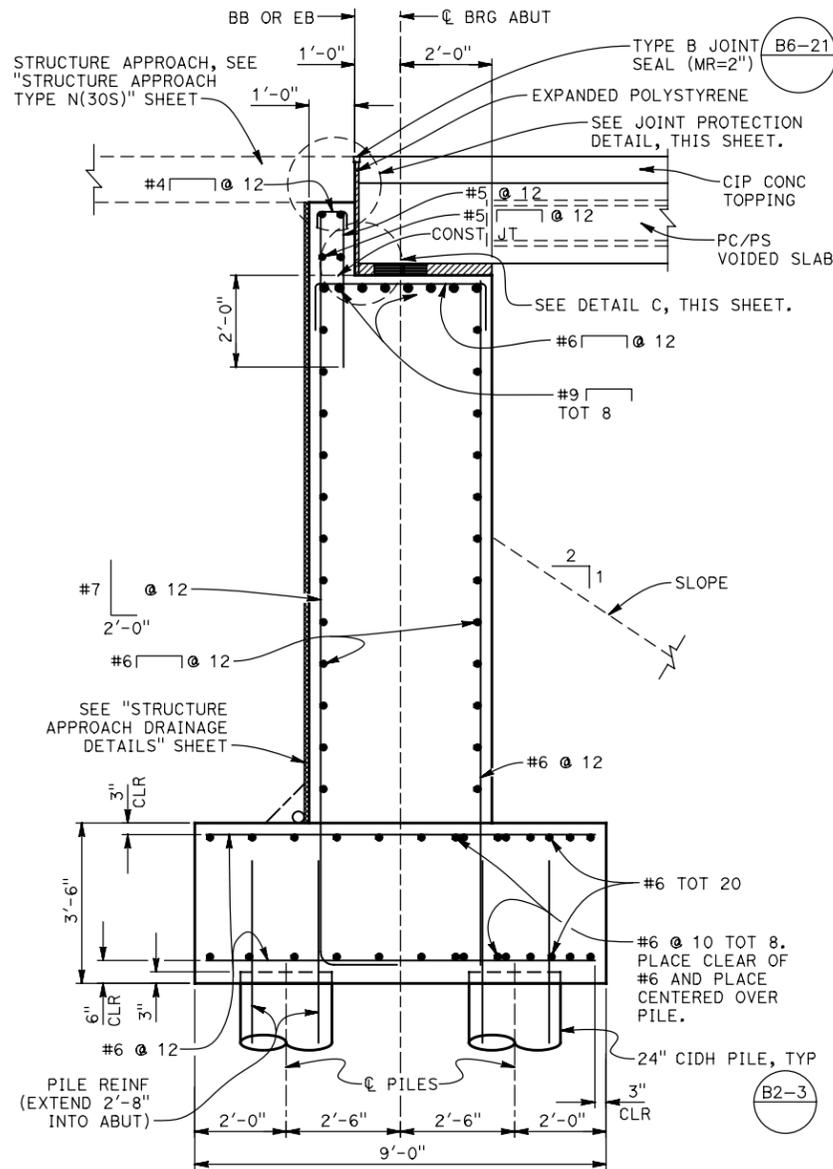
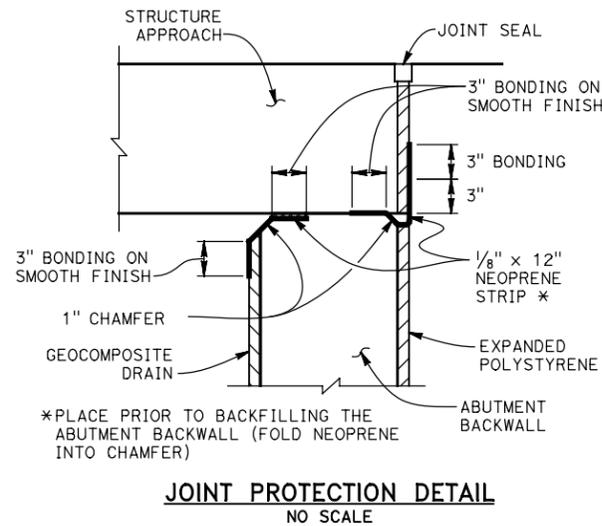
**REGISTERED PROFESSIONAL ENGINEER**  
C. DANIEL SUN  
No. C40064  
Exp. 12/31/15  
CIVIL  
STATE OF CALIFORNIA

**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661

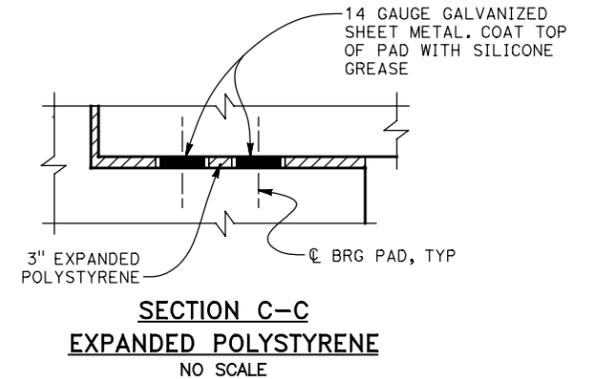
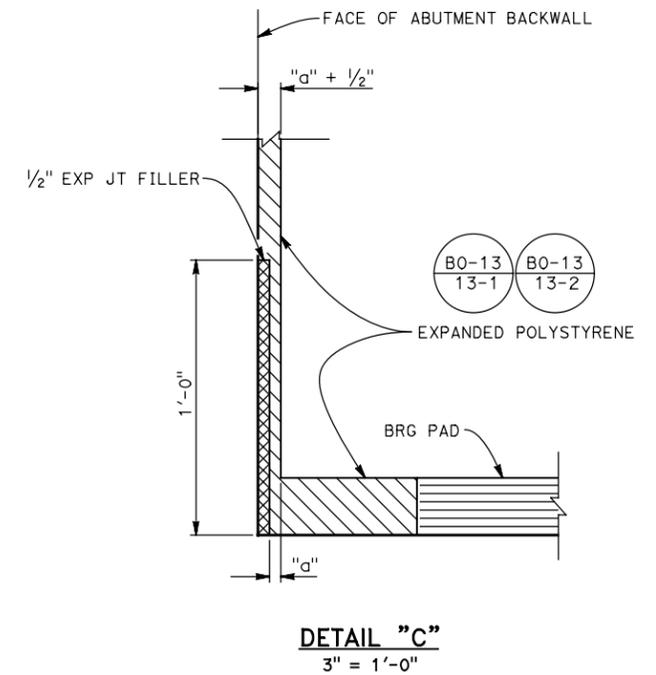
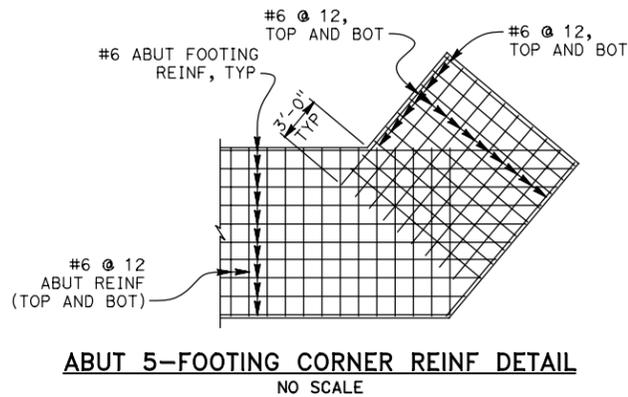
ROSEVILLE ROAD BRIDGE (Br. No. 24C0554) REPLACEMENT PROJECT ABUTMENT 5 LAYOUT		SHEET BR-6 148 of 698 61
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RELATIVE BORDER SCALE  
IS IN INCHES

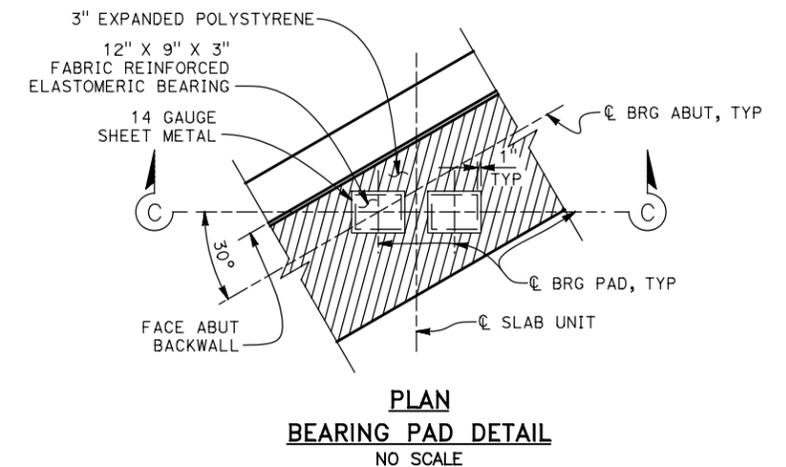
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**NOTE:**  
1. FOR LOCATIONS OF SECTION A-A, SEE "ABUTMENT 1 LAYOUT" AND "ABUTMENT 5 LAYOUT" SHEETS.



**NOTE:**  
SEE "BEARING PAD SHIM NOTE" ON "PIER DETAIL NO. 1" SHEET.



REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

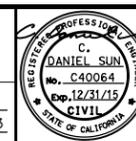
FIELD BOOK	N/A
SCALE	
HORIZ. VAR.	
VERT. N/A.	

**CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS**

DRAWN BY: L. ANDERSEN  
DATE: JAN 2014

DESIGNED BY: D. SUN  
R.C.E. C40064 DATE JAN 2014

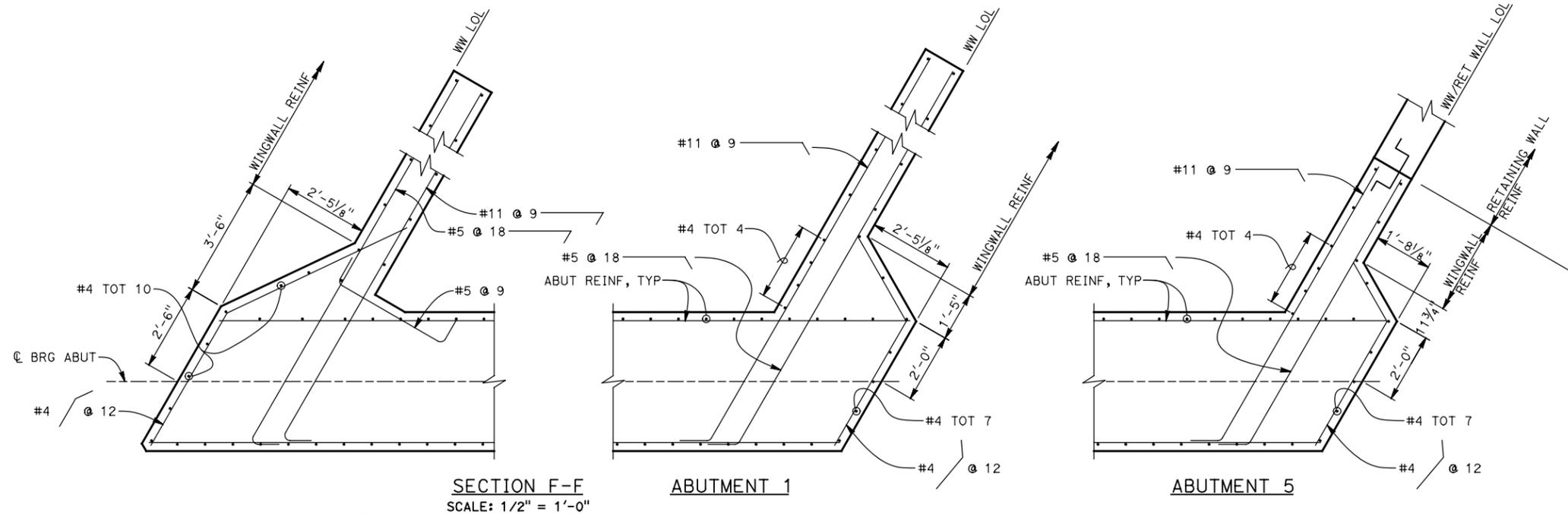
CHECKED BY: B. CARTER  
R.C.E. C75861 DATE JULY 2013



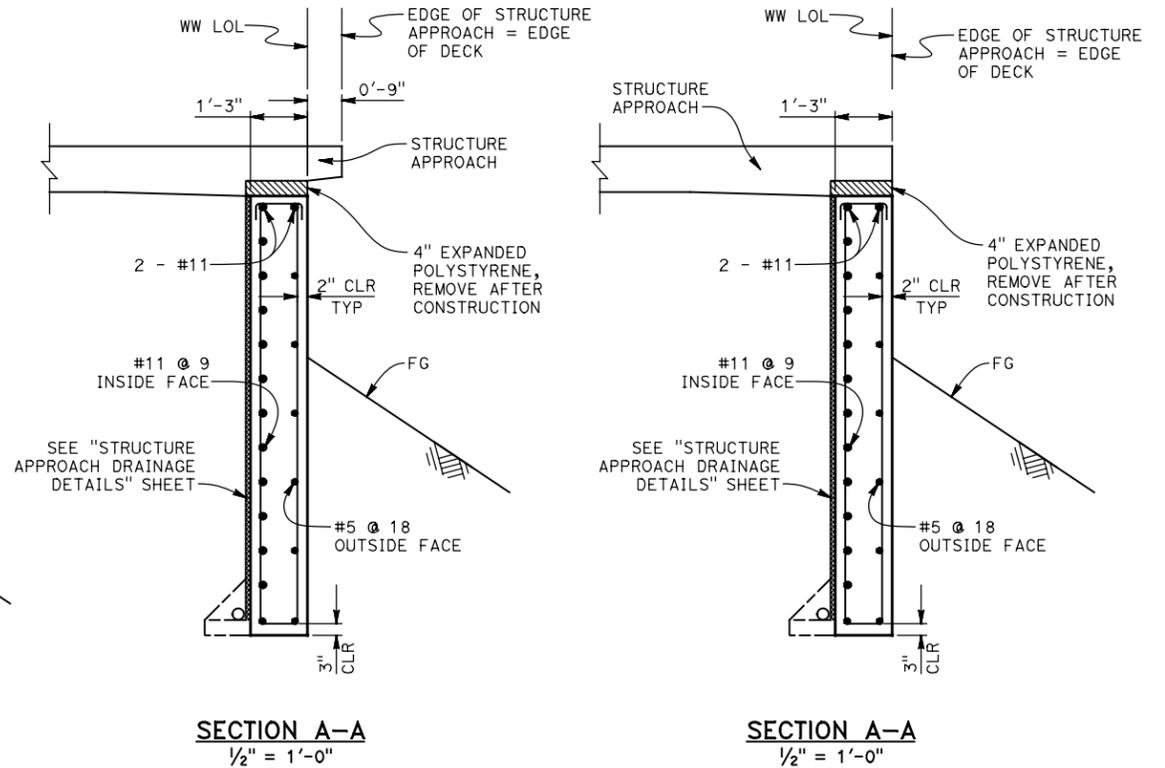
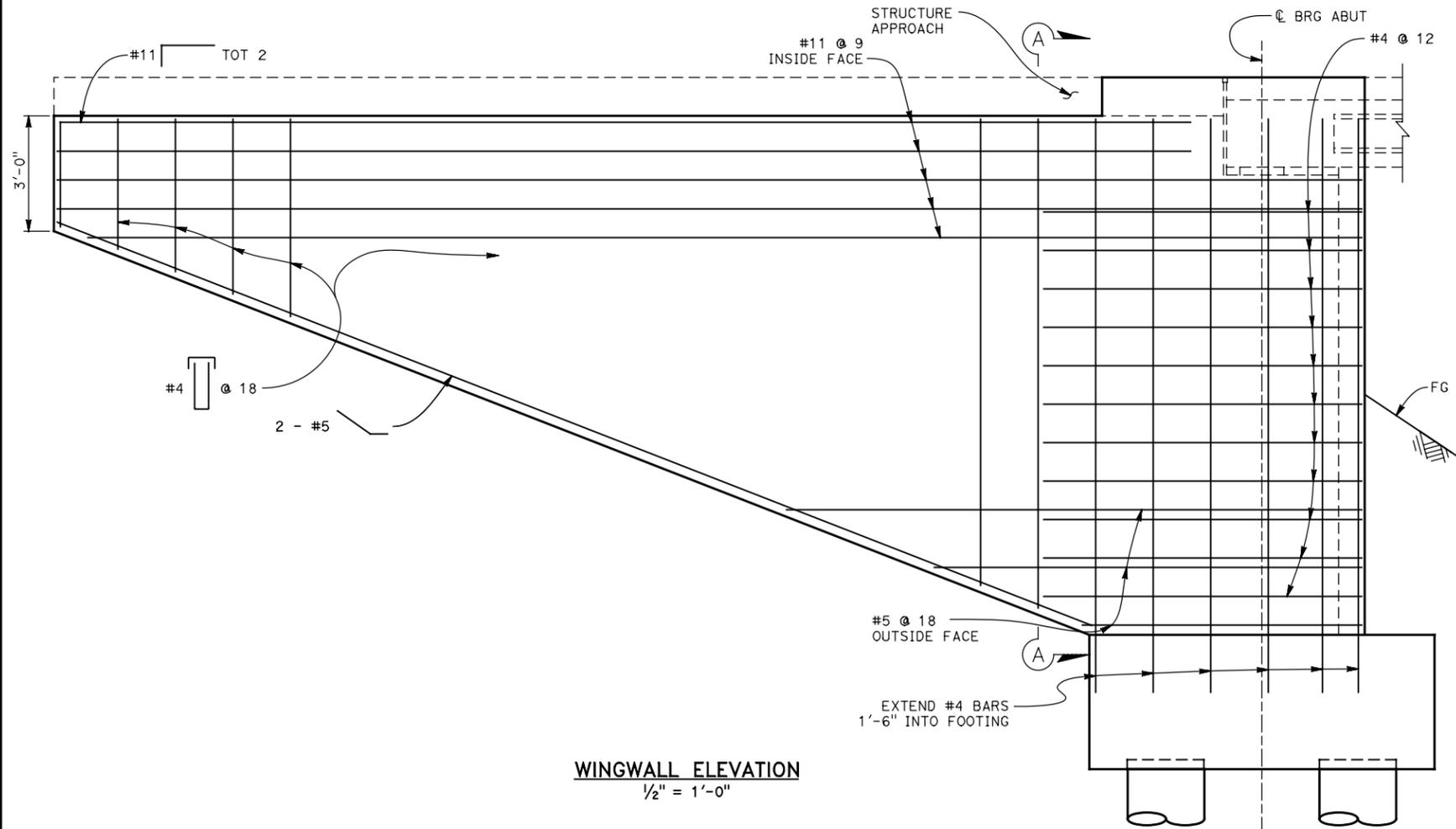
ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)  
REPLACEMENT PROJECT  
ABUTMENT DETAILS NO. 1

SHEET  
BR-7  
PN 1515068500  
149 of 698  
61

RELATIVE BORDER SCALE  
IS IN INCHES



**NOTE:**  
1. FOR LOCATIONS OF SECTION F-F, SEE "ABUTMENT 1 LAYOUT" AND "ABUTMENT 5 LAYOUT" SHEETS.



**SECTION A-A**  
1/2" = 1'-0"  
NORTHEAST WING WALL ABUTMENT 5

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

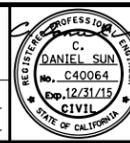
<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1/2" = 1'
VERT.	N/A

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: L. ANDERSEN	DESIGNED BY: D. SUN	CHECKED BY: B. CARTER
DATE: JAN 2014	R.C.E. C40064 DATE: JAN 2014	R.C.E. C75861 DATE: JULY 2013

REGISTERED PROFESSIONAL ENGINEER	D. C. DANIEL SUN	No. C40064	Exp. 12/31/15
CIVIL	STATE OF CALIFORNIA		

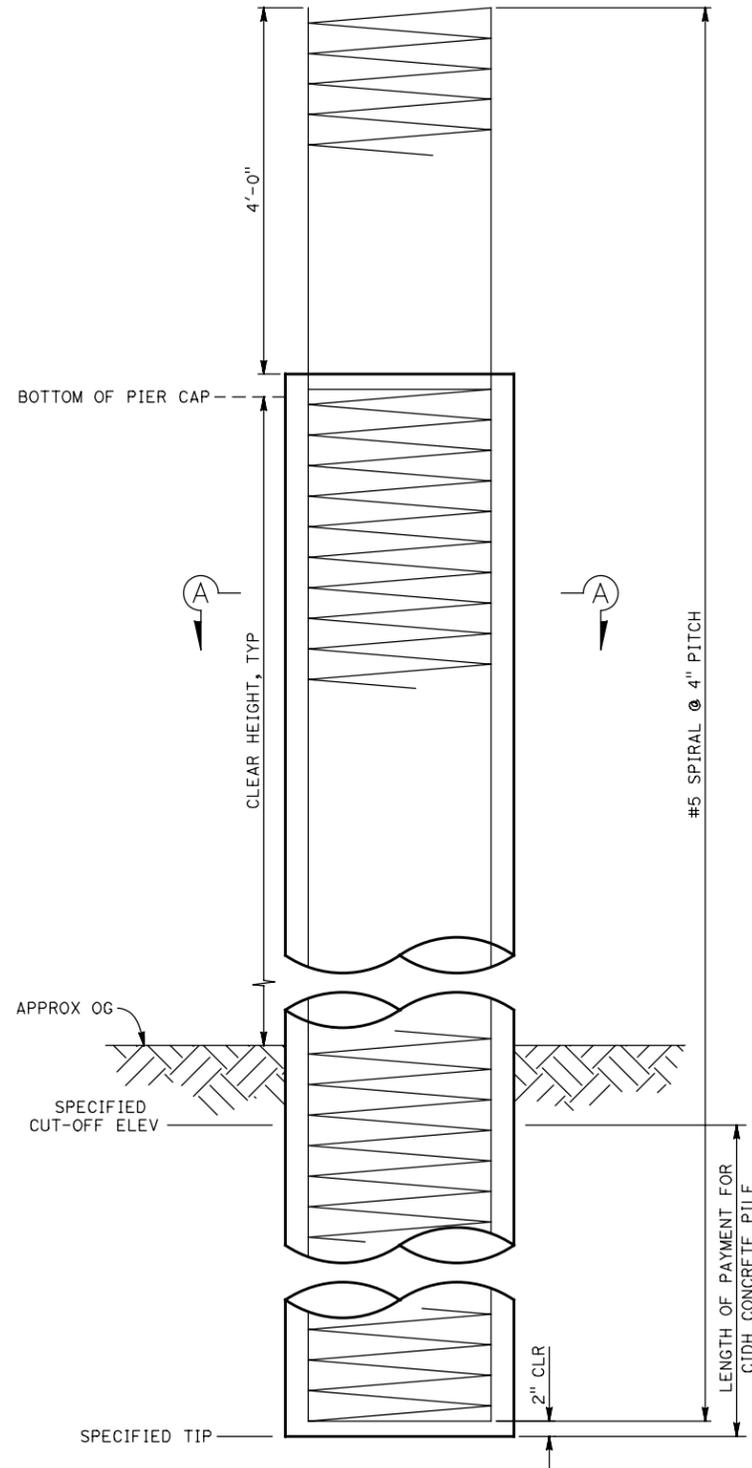


ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)  
REPLACEMENT PROJECT  
ABUTMENT DETAILS NO. 2

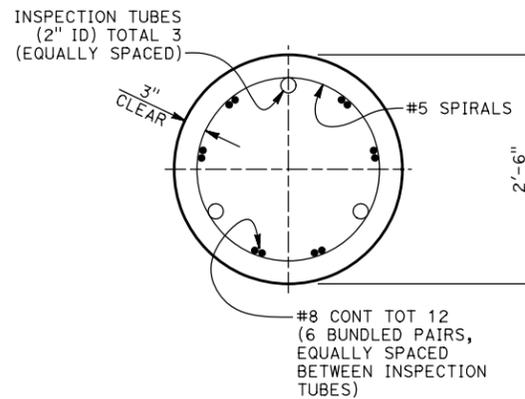
SHEET  
BR-8  
PN 15068500  
61



RELATIVE BENCHMARK SCALE IS IN INCHES



**CAST IN DRILLED HOLE  
CONCRETE PILE WITH EXTENSION**  
SCALE: 1" = 1'-0"



**SECTION A-A**  
SCALE: 1" = 1'-0"

**NOTES:**

1. DESIGN SERVICE LEVEL LOADING IS 150 TONS.
2. CONCRETE STRENGTH  
 $f_y = 60 \text{ KSI}$   
 $f'_c @ 28 \text{ DAYS} = 4000 \text{ PSI}$
3. NO SPLICES ALLOWED IN #8 LONGITUDINAL PILE REINFORCEMENT.
4. LAPPED SPLICES IN SPIRAL PILE REINFORCEMENT SHALL BE LAPPED AT LEAST 80 WIRE/BAR DIAMETERS. SPIRAL PILE REINFORCEMENT AT SPLICES AND AT ENDS SHALL BE TERMINATED WITH A 135° HOOK WITH A 6" TAIL HOOKED AROUND A LONGITUDINAL BAR.

3/13/2014 3:10:19 PM exe FILE: P:\SACR00000004\0400040\0420Sheet Files\Bridges\sec04-38-br-10-pler-df02.dgn

REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

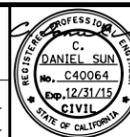
FIELD BOOK	N/A
SCALE	HORIZ. 1"=1'
VERT.	N/A

**CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS**

DRAWN BY: L. ANDERSEN  
DATE: JAN 2014

DESIGNED BY: D. SUN  
R.C.E. C40064 DATE JAN 2014

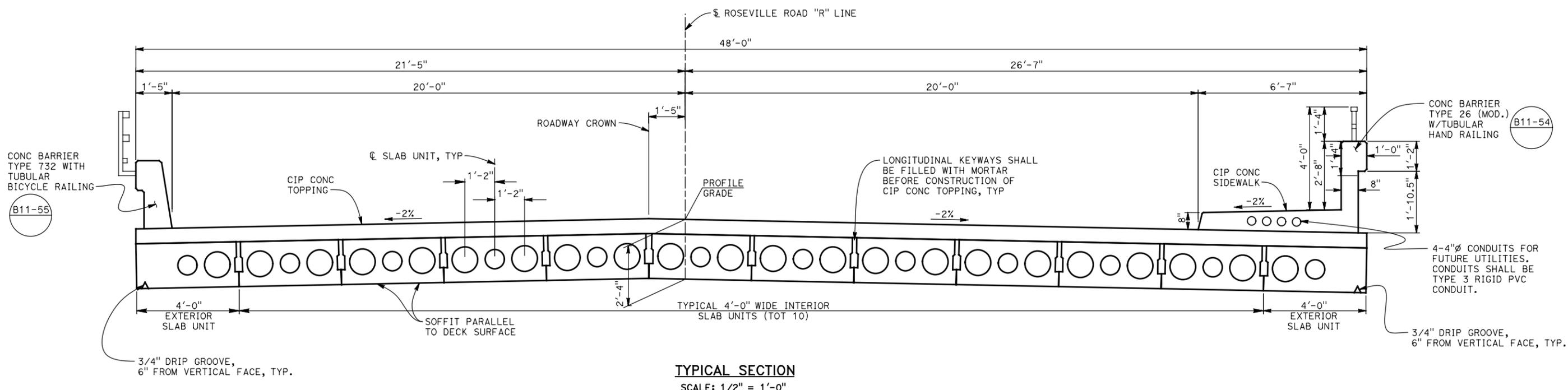
CHECKED BY: B. CARTER  
R.C.E. C75861 DATE JULY 2013



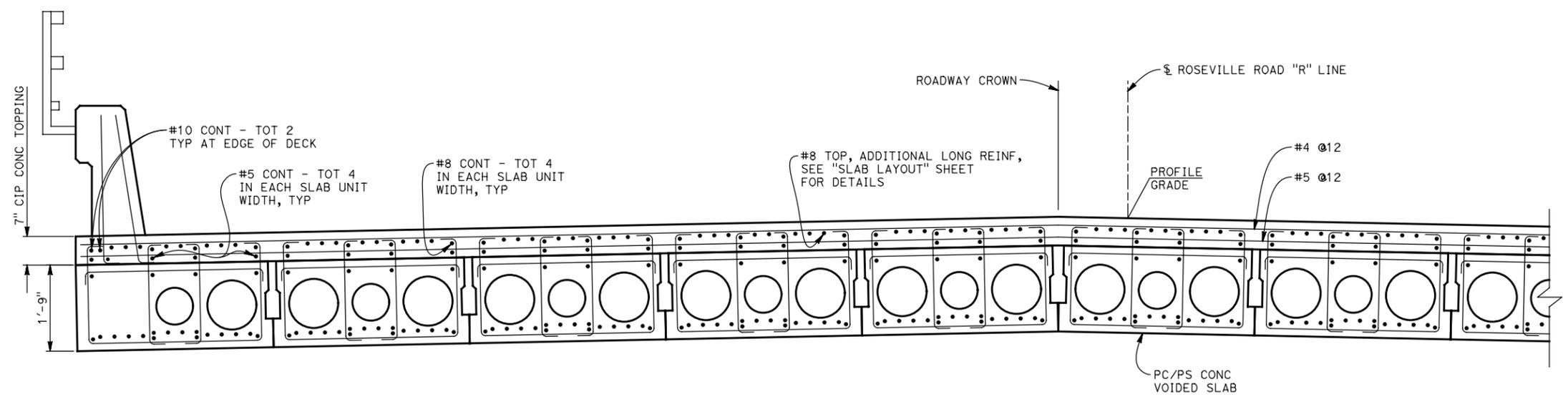
ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)  
REPLACEMENT PROJECT  
PIER DETAILS NO. 2

SHEET  
BR-10  
52 of 698  
61

RELATIVE BORDER SCALE IS IN INCHES



**TYPICAL SECTION**  
SCALE: 1/2" = 1'-0"



**PART TYPICAL SECTION**  
SCALE: 3/4" = 1'-0"

**NOTES:**  
1. FOR PC/PS CONC VOIDED SLAB DETAILS NOT SHOWN, SEE "SLAB DETAILS" SHEET.

3/17/2014 3:12:32 PM exe FILE: P:\SACR00000004\04000401\04205sheet\_files\bridge\sec04-39-br-11-rs01.dgn

REVISIONS			
NO.	DESCRIPTION	DATE	BY

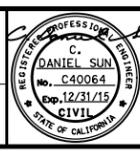
<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	
HORIZ. VAR.	
VERT. N/A.	

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

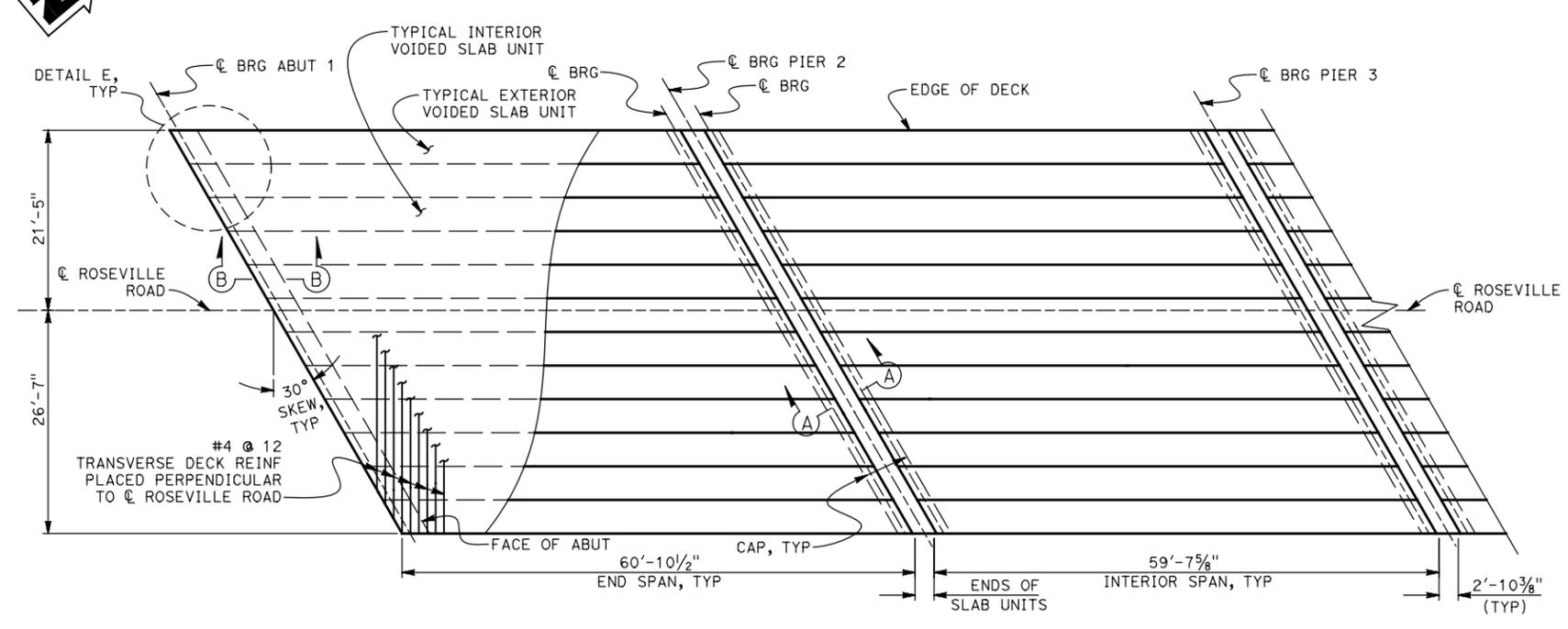
DRAWN BY: L. ANDERSEN	DESIGNED BY: D. SUN	CHECKED BY: B. CARTER
DATE: JAN 2014	R.C.E. C40064 DATE: JAN 2014	R.C.E. C75861 DATE: JULY 2013

REGISTERED PROFESSIONAL ENGINEER	C. DANIEL SUN	No. C40064	Exp. 12/31/15
STATE OF CALIFORNIA	CIVIL		

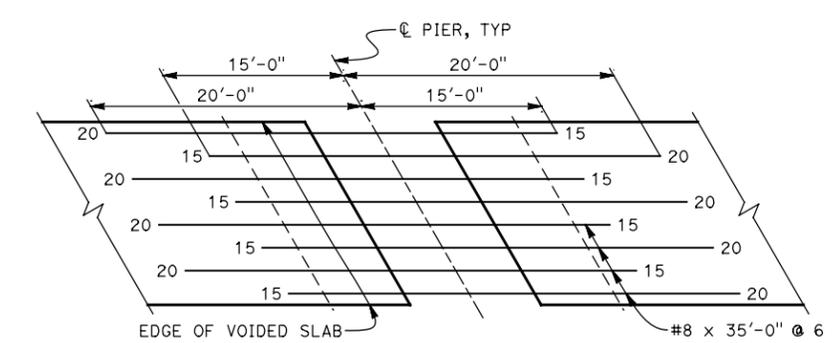


ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)		SHEET BR-11
REPLACEMENT PROJECT		
TYPICAL SECTION		53 of 698 61

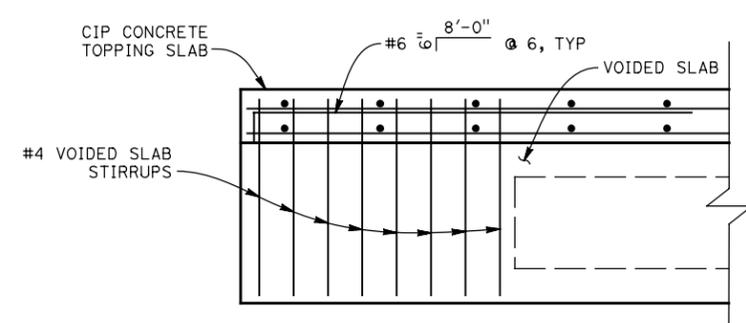
RELATIVE BORDER SCALE IS IN INCHES



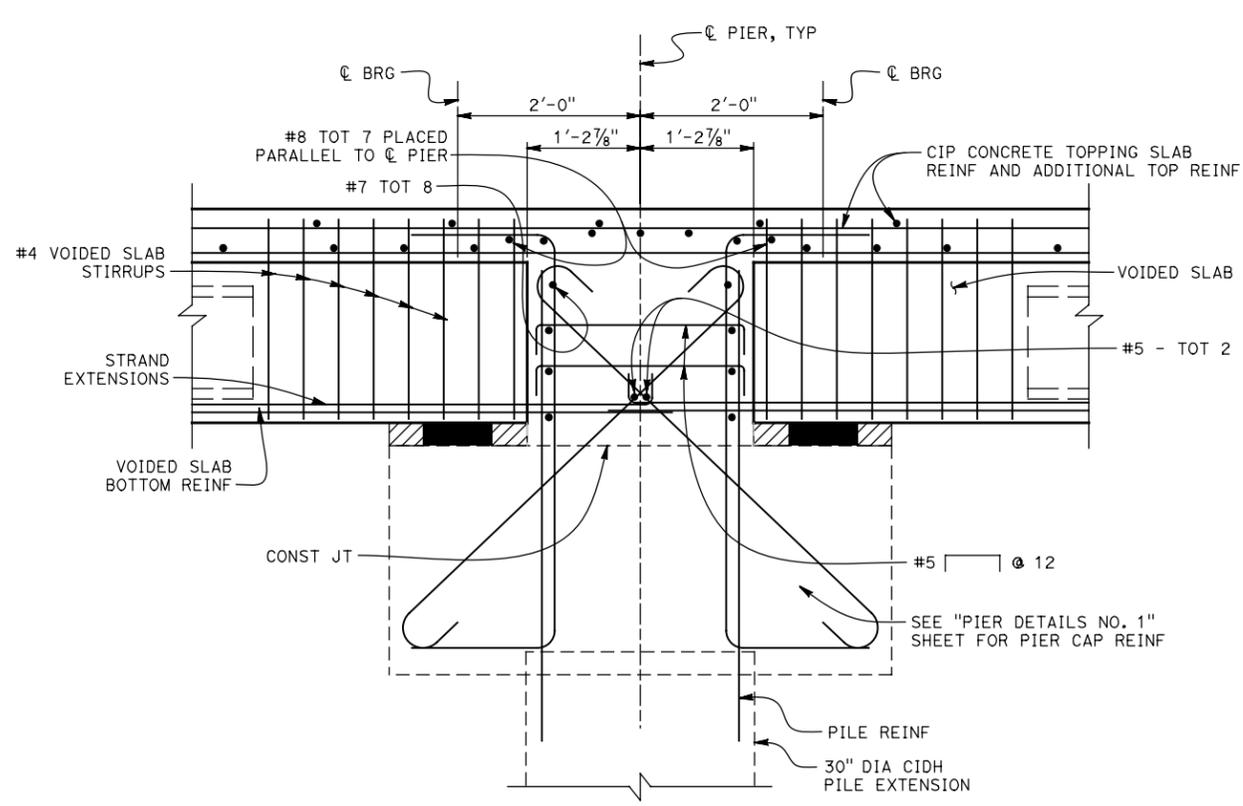
**PART SLAB LAYOUT**  
SCALE: 1" = 10'-0"



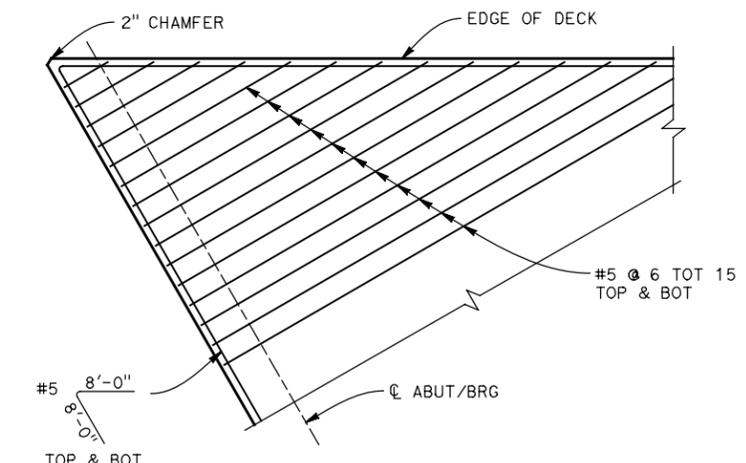
**TOP ADDITIONAL LONGITUDINAL REINF**  
NO SCALE



**SECTION B-B**  
SCALE: 1" = 1'-0"



**SECTION A-A**  
SCALE: 1" = 1'-0"



**DETAIL E**  
SCALE: 1/2" = 1'-0"

3/13/2014 3:16:10 PM exe FILE: F:\SACR00000004\0400040D\0420Sheet Files\Bridges\sect04-40-br-12-01.dgn

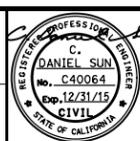
REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	
HORIZ. VAR.	
VERT. N/A.	

**CITY OF SACRAMENTO**  
**DEPARTMENT OF PUBLIC WORKS**

DRAWN BY: L. ANDERSEN	DESIGNED BY: D. SUN	CHECKED BY: B. CARTER
DATE: JAN 2014	R.C.E. C40064 DATE JAN 2014	R.C.E. C75861 DATE JULY 2013

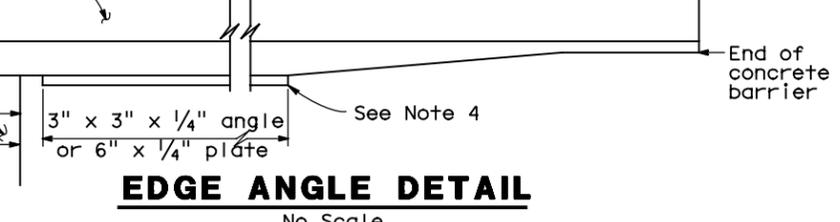
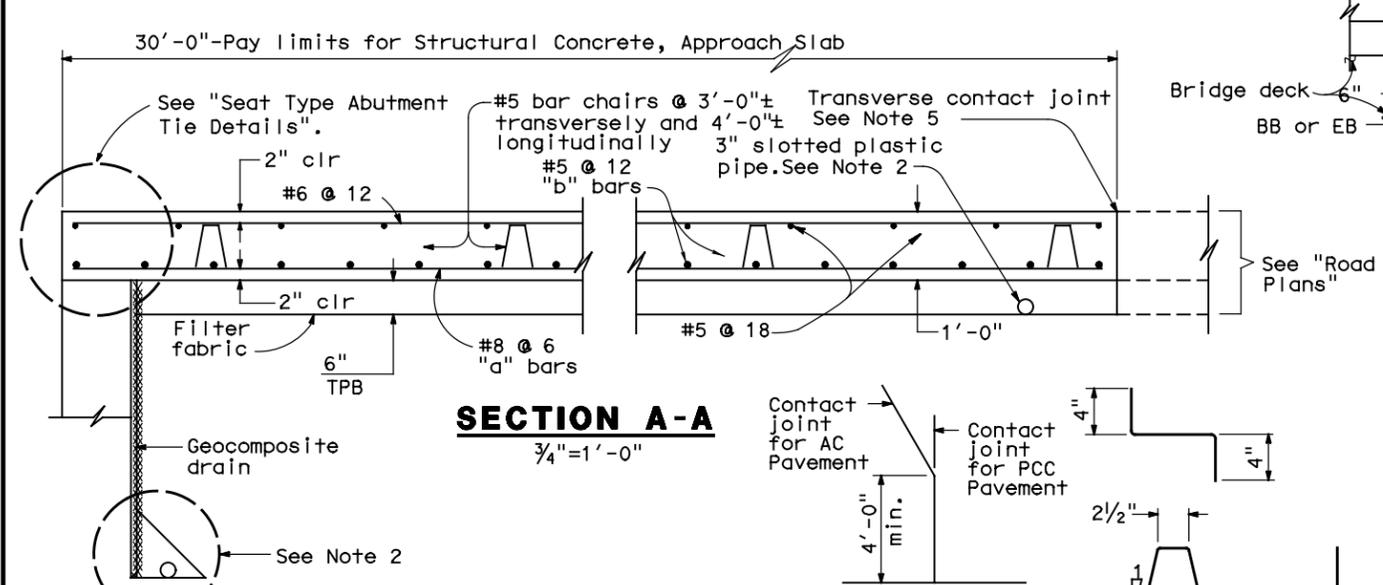
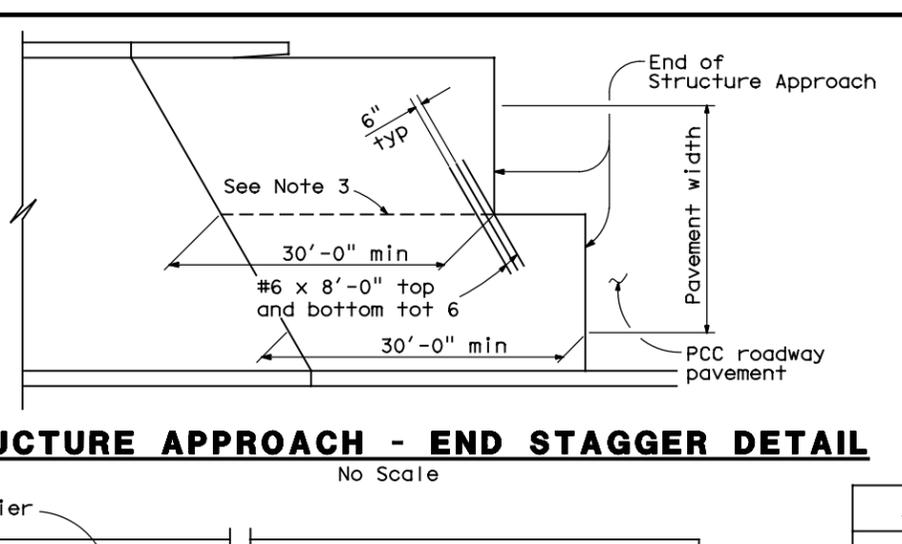
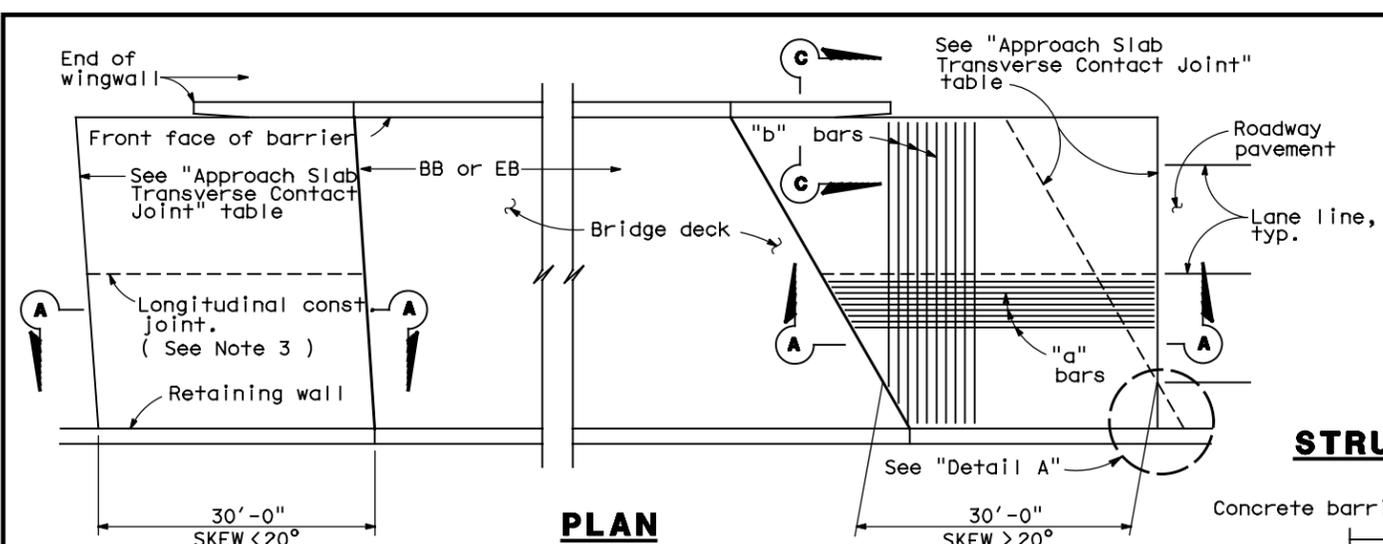


ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)  
REPLACEMENT PROJECT  
SLAB LAYOUT

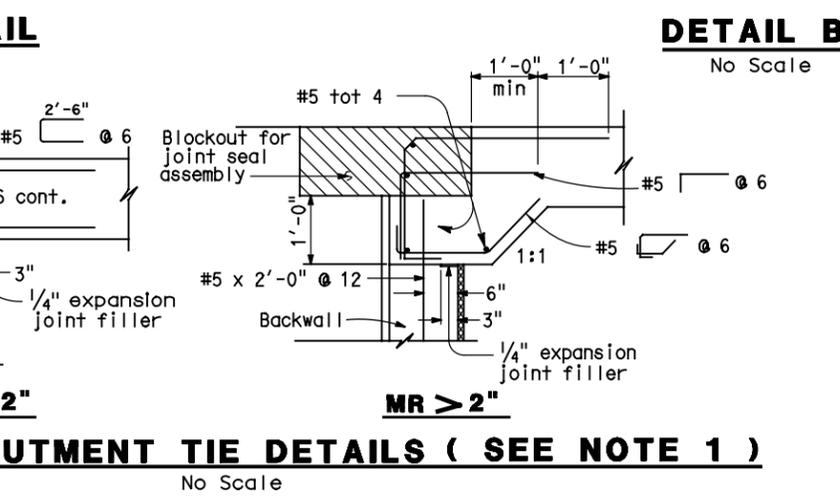
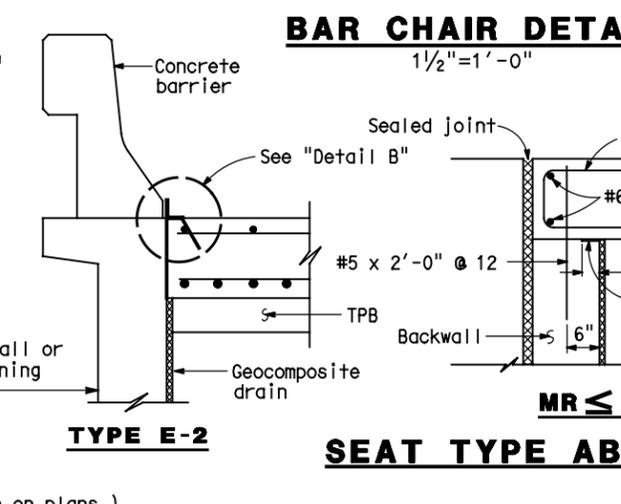
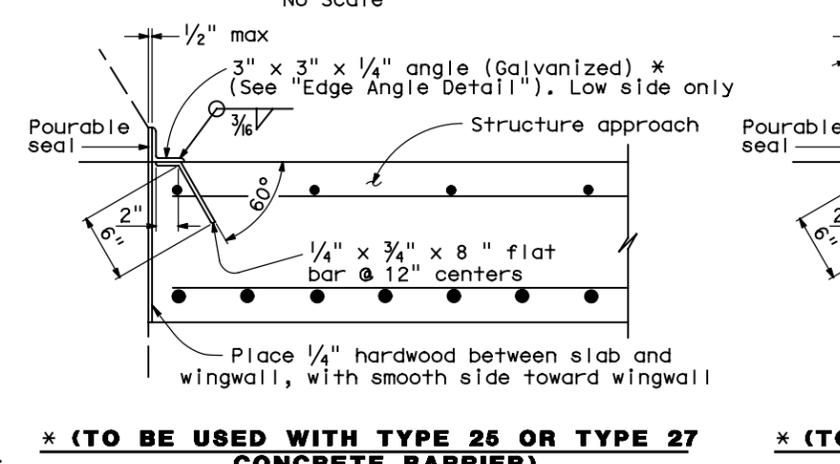
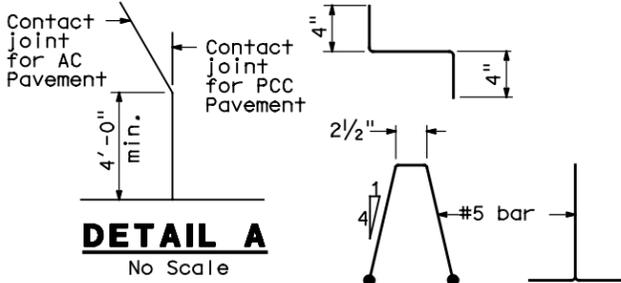
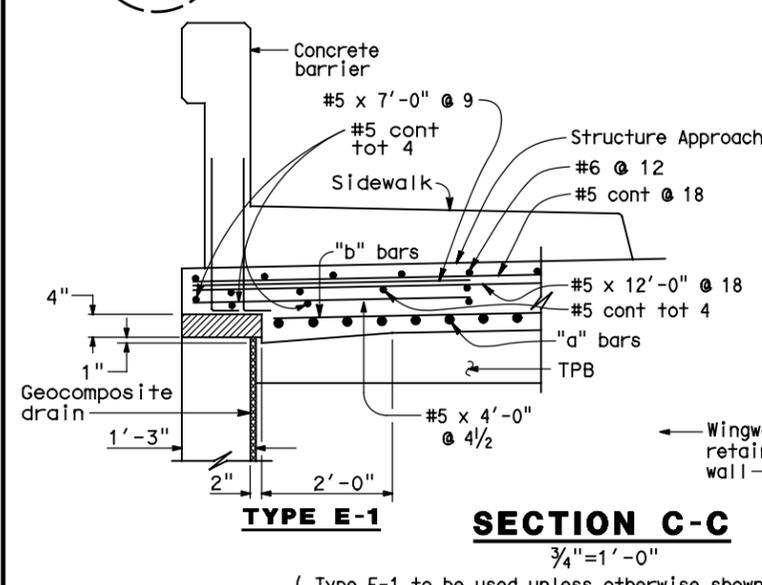
SHEET  
BR-12  
PN 15068500  
61



RELATIVE BORDER SCALE IS IN INCHES



APPROACH SLAB TRANSVERSE CONTACT JOINT		
APPROACH SKEW	WITH AC ROADWAY PAVEMENT	WITH PCC ROADWAY PAVEMENT
< 20°	Parallel to face of paving notch	Parallel to face of paving notch
20° - 45°	Parallel to face of P N use (Detail A)	Stagger lines 24' to 36' apart.
> 45°	Parallel to face of P N use (Detail A)	Stagger at each lane line.



- NOTES:**
- For details not shown, see Structure Plans. For MR < 2", adjust bar reinforcement to clear a sawcut for sealed joint, when required.
  - For drainage details, see "Structure Approach Drainage Details" sheet.
  - Longitudinal construction joints, when permitted by the Engineer, shall be located on lane lines.
  - End angle or plate at beginning of barrier transition, end of wingwall or end of structure approach as applicable.
  - For transverse contact joint with new PCC paving, refer to Standard Plan P10.
  - At the contractor's option, approach slab transverse reinforcement may be placed parallel to paving notch. Spacing of transverse reinforcement is measured along & roadway.
- Remove all polystyrene.

3/13/2014 3:20:09 PM

REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION:	
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88	
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

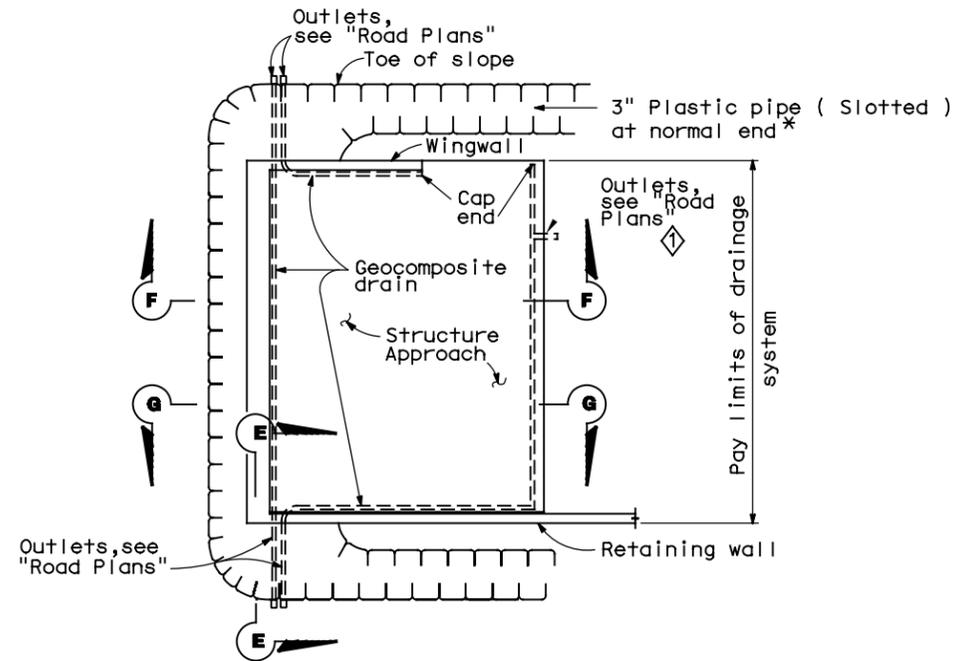
<b>FIELD BOOK</b>	N/A
<b>SCALE</b>	
<b>HORIZ. VAR.</b>	
<b>VERT. N/A.</b>	

<b>DRAWN BY:</b> L. ANDERSEN	<b>DESIGNED BY:</b> D. SUN	<b>CHECKED BY:</b> B. CARTER
DATE JAN 2014	R.C.E. C40064 DATE JAN 2014	R.C.E. C75861 DATE JULY 2013

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

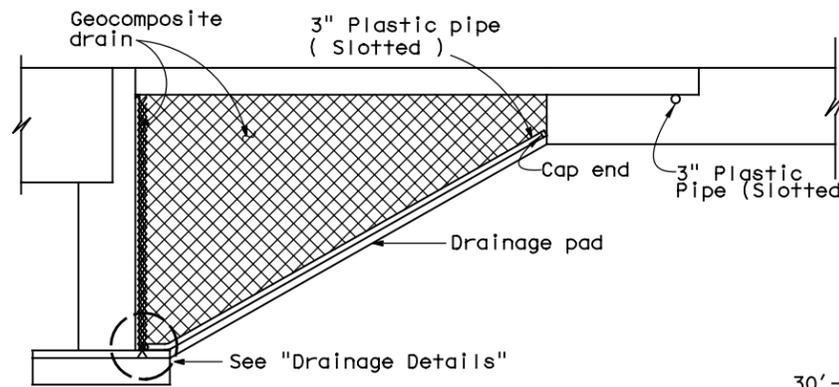
ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)	
REPLACEMENT PROJECT	
STRUCTURE APPROACH TYPE N(30S)	
PN 151068500	SHEET BR-14
56 of 698	61

RELATIVE BORDER SCALE  
15" IN INCHES



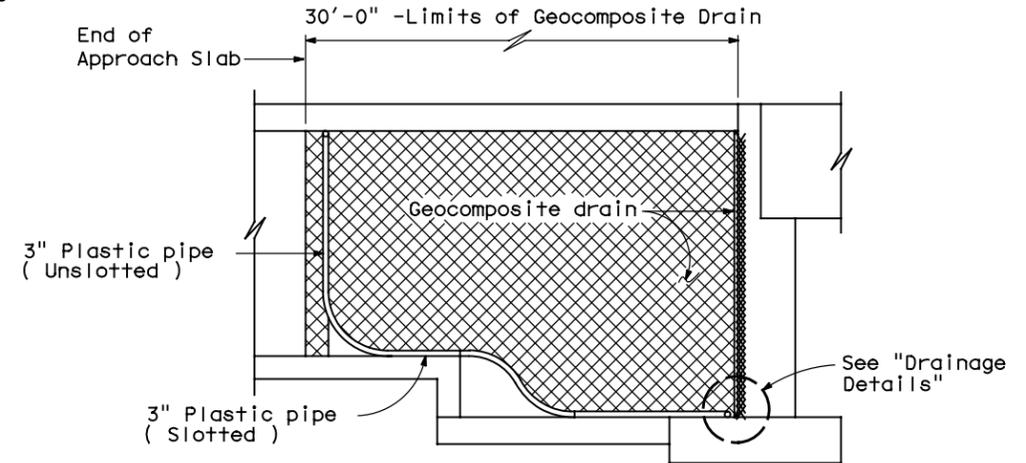
**TYPICAL PLAN**

1"=10'  
\*For pipe layout at staggered end, see "Detail B".



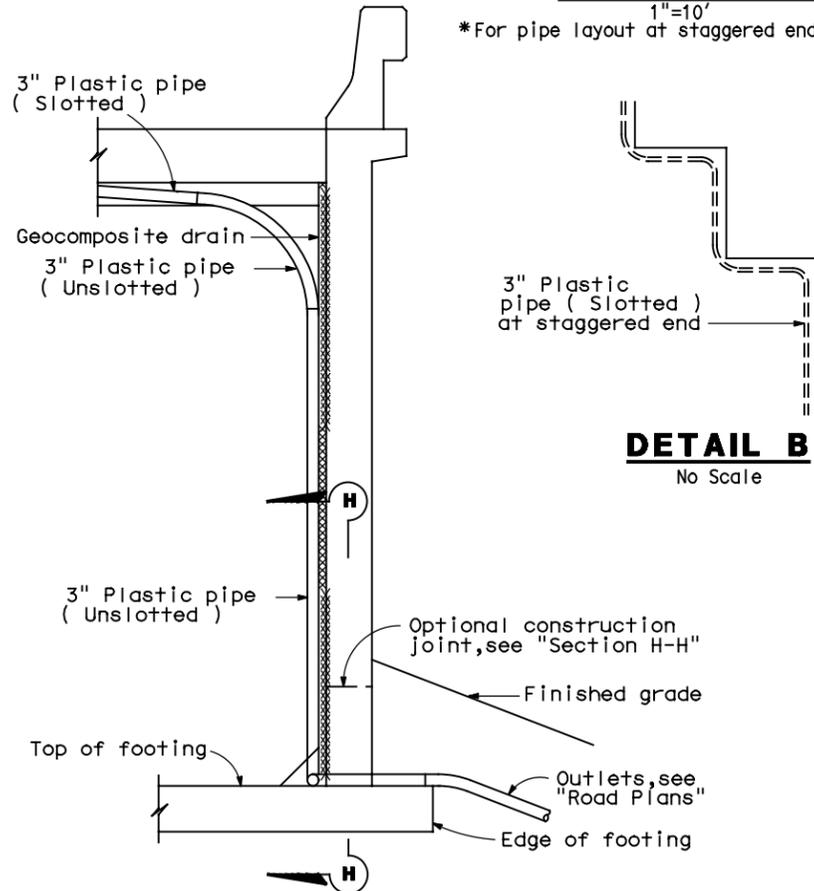
**CANTILEVER WINGWALL SECTION F-F**

1/4"=1'-0"



**RETAINING WALL WINGWALL SECTION G-G**

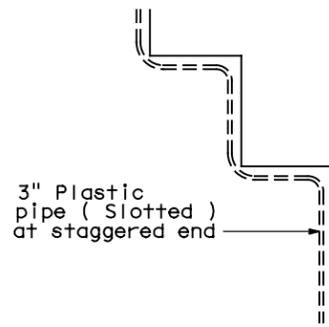
1/4"=1'-0"



**SECTION E-E**

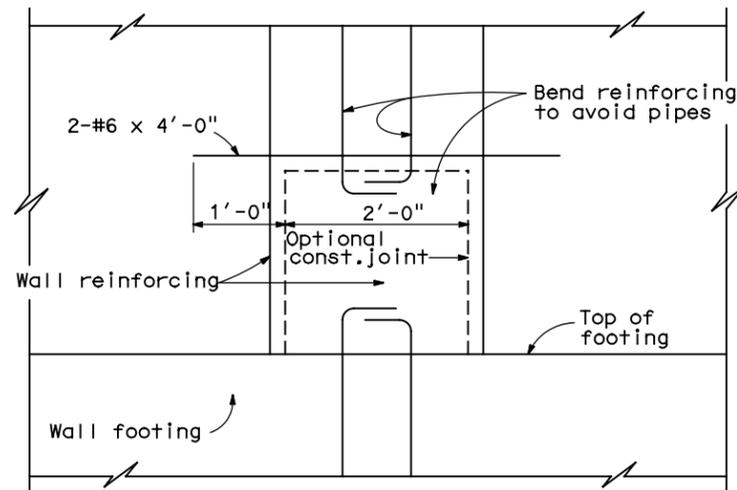
1/2"=1'-0"

NOTE: Bends and junctions in 3" plastic pipe are 30" radius min.



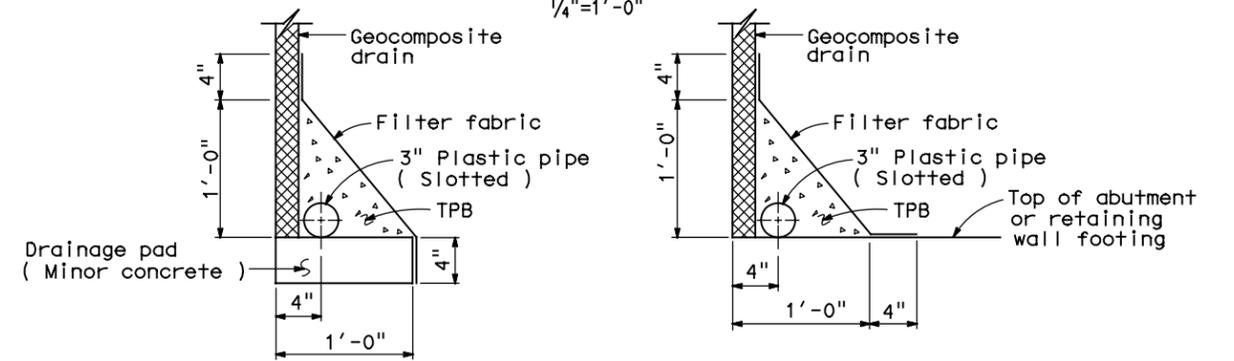
**DETAIL B**

No Scale



**SECTION H-H**

1"=1'-0"



**WITHOUT FOOTING**

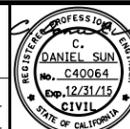
**WITH FOOTING**

**DRAINAGE DETAILS**

1/2"=1'-0"

**CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS**

DRAWN BY: L. ANDERSEN  
DATE: JAN 2014  
DESIGNED BY: D. SUN  
R.C.E. C40064 DATE JAN 2014  
CHECKED BY: B. CARTER  
R.C.E. C75861 DATE JULY 2013

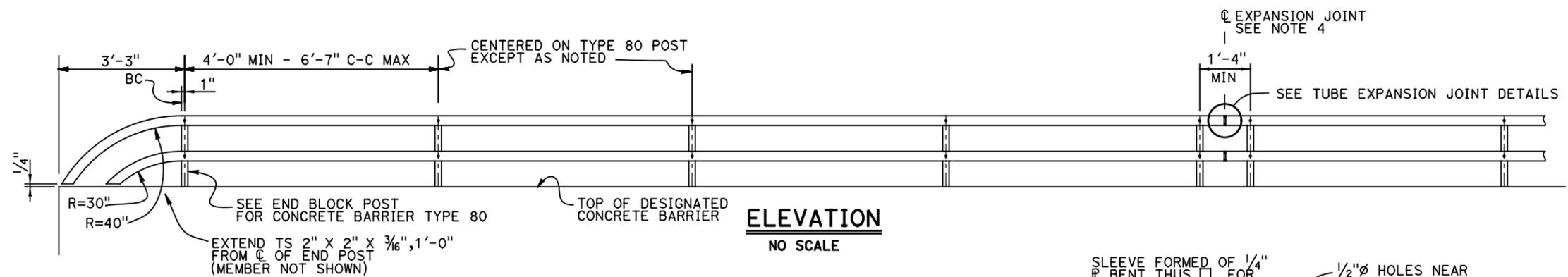


ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)  
REPLACEMENT PROJECT  
STRUCTURE APPROACH DRAINAGE DETAILS

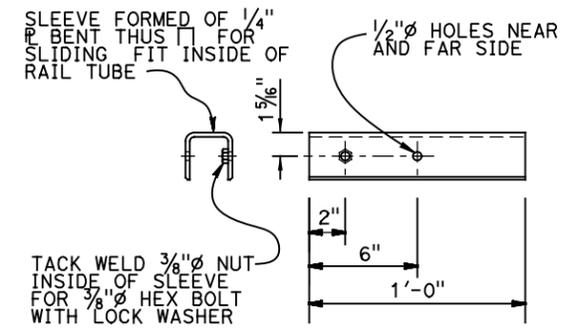
SHEET  
BR-15  
57 of 698  
61

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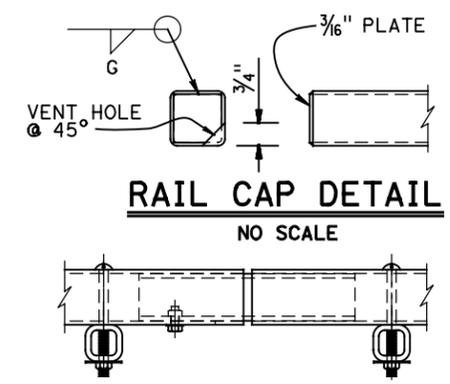
RELATIVE BORDER SCALE IS IN INCHES



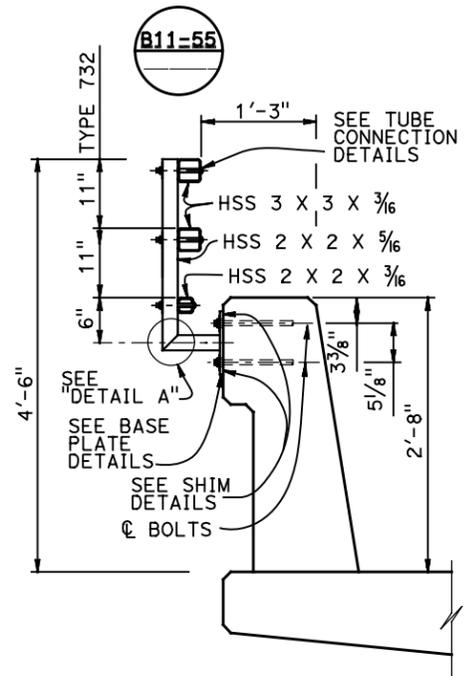
**ELEVATION**  
NO SCALE



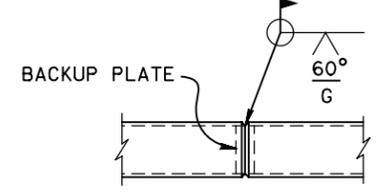
**SLEEVE DETAIL**  
NO SCALE



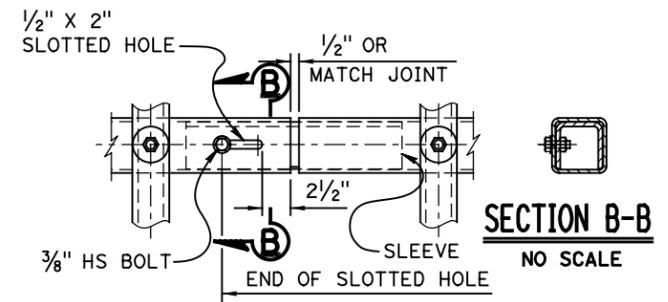
**RAIL CAP DETAIL**  
NO SCALE



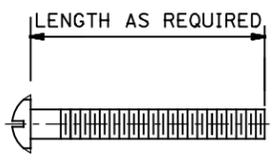
**TYPE 732**  
1" = 1'-0"



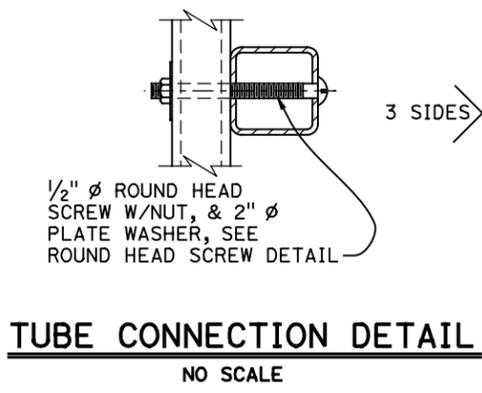
**WELDED SPLICE DETAIL**  
NO SCALE



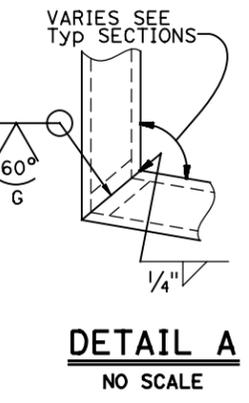
**TUBE EXPANSION JOINT DETAILS**  
NO SCALE



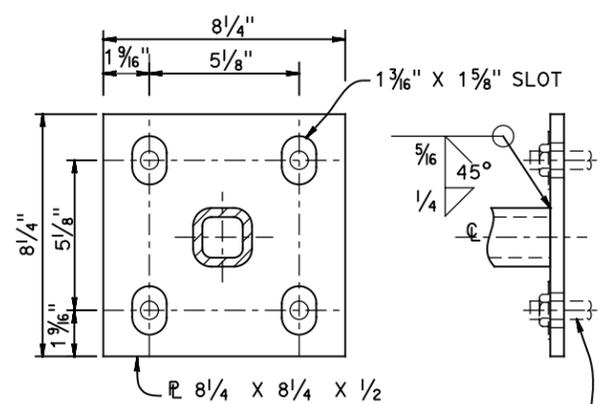
**ROUND HEAD SCREW DETAIL**  
NO SCALE



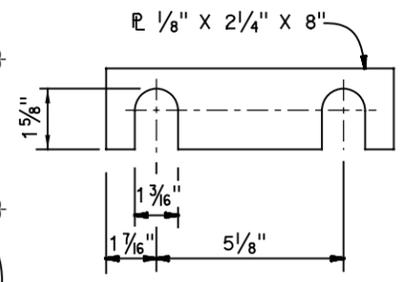
**TUBE CONNECTION DETAIL**  
NO SCALE



**DETAIL A**  
NO SCALE



**BASE PLATE DETAIL**  
NO SCALE



**SHIM DETAILS**  
NO SCALE

**NOTES:**

1. POST SHALL BE NORMAL TO RAILING.
2. RAIL TUBES SHALL BE SHOP BENT OR FABRICATED TO FIT HORIZONTAL CURVE WHEN RADIUS IS LESS THAN 12".
3. TUBE SPLICES SHALL BE LOCATED IN THE TUBES SPANNING DECK OR WALL JOINTS. INCREASE JOINT WIDTH IN TUBES TO MATCH EXPANSION JOINT WIDTH AND INCREASE SLEEVE LENGTH CORRESPONDINGLY.
4. TOP RAIL TUBE SHALL BE CONTINUOUS OVER NOT LESS THAN TWO POSTS EXCEPT A SHORT POST SPACING IS PERMITTED NEAR NECK OR WALL JOINTS, ELECTROLIERS, OR OTHER RAIL DISCONTINUITIES AS NOTED.
5. SEE PROJECT PLANS FOR LIMIST OF TUBULAR HAND RAILING.

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REVISIONS				BENCH MARK	FIELD BOOK
NO.	DESCRIPTION	DATE	BY		
				ELEV. 54.58	N/A
DESCRIPTION:				SCALE	
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88				HORIZ. N/A	
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)				VERT. N/A	

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

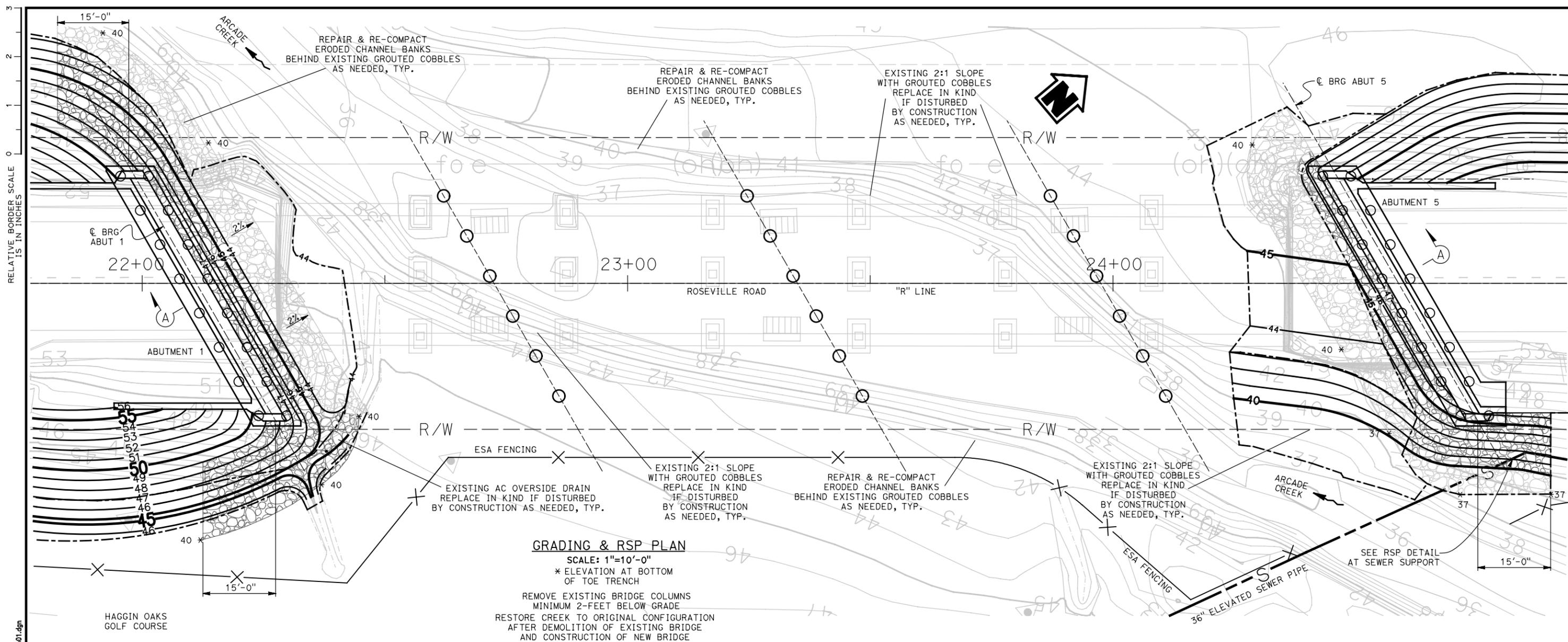
DRAWN BY: L. ANDERSEN      DESIGNED BY: D. SUN      CHECKED BY: B. CARTER  
DATE: JAN 2014      R.C.E. C40064      DATE: JAN 2014      R.C.E. C75861      DATE: JULY 2013

REGISTERED PROFESSIONAL ENGINEER  
**DANIEL SUN**  
No. C40064  
Exp. 12/31/15  
CIVIL  
STATE OF CALIFORNIA

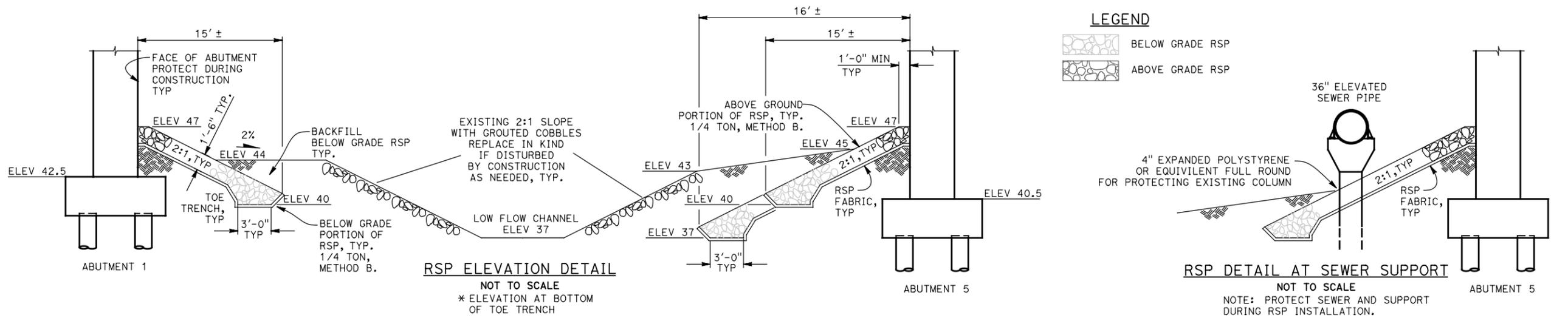
**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661

ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)  
REPLACEMENT PROJECT  
TUBULAR BICYCLE RAILING DETAILS

SHEET  
BR-16  
58 of 698  
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**GRADING & RSP PLAN**  
 SCALE: 1"=10'-0"  
 \* ELEVATION AT BOTTOM OF TOE TRENCH  
 REMOVE EXISTING BRIDGE COLUMNS MINIMUM 2-FEET BELOW GRADE  
 RESTORE CREEK TO ORIGINAL CONFIGURATION AFTER DEMOLITION OF EXISTING BRIDGE AND CONSTRUCTION OF NEW BRIDGE



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REVISIONS			
NO.	DESCRIPTION	DATE	BY

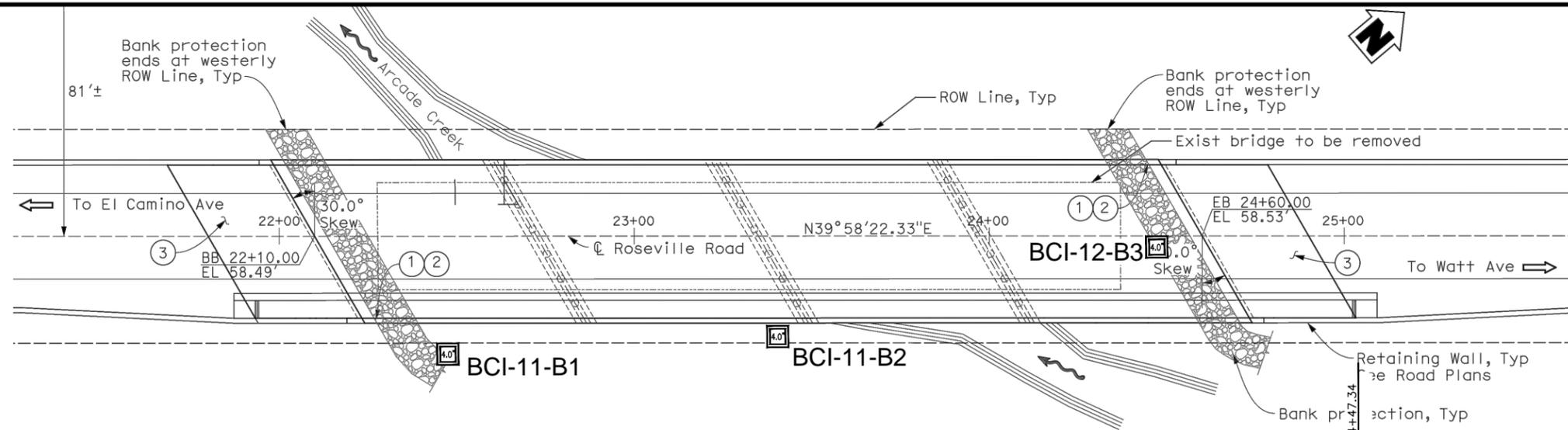
<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

<b>CITY OF SACRAMENTO</b>		
<b>DEPARTMENT OF PUBLIC WORKS</b>		
FIELD BOOK N/A	SCALE HORIZ. VAR. VERT. N/A	DATE JAN 2014
DRAWN BY: L. ANDERSEN	DESIGNED BY: D. SUN	CHECKED BY: B. CARTER
R.C.E. C40064	DATE JAN 2014	R.C.E. C75861 DATE JULY 2013

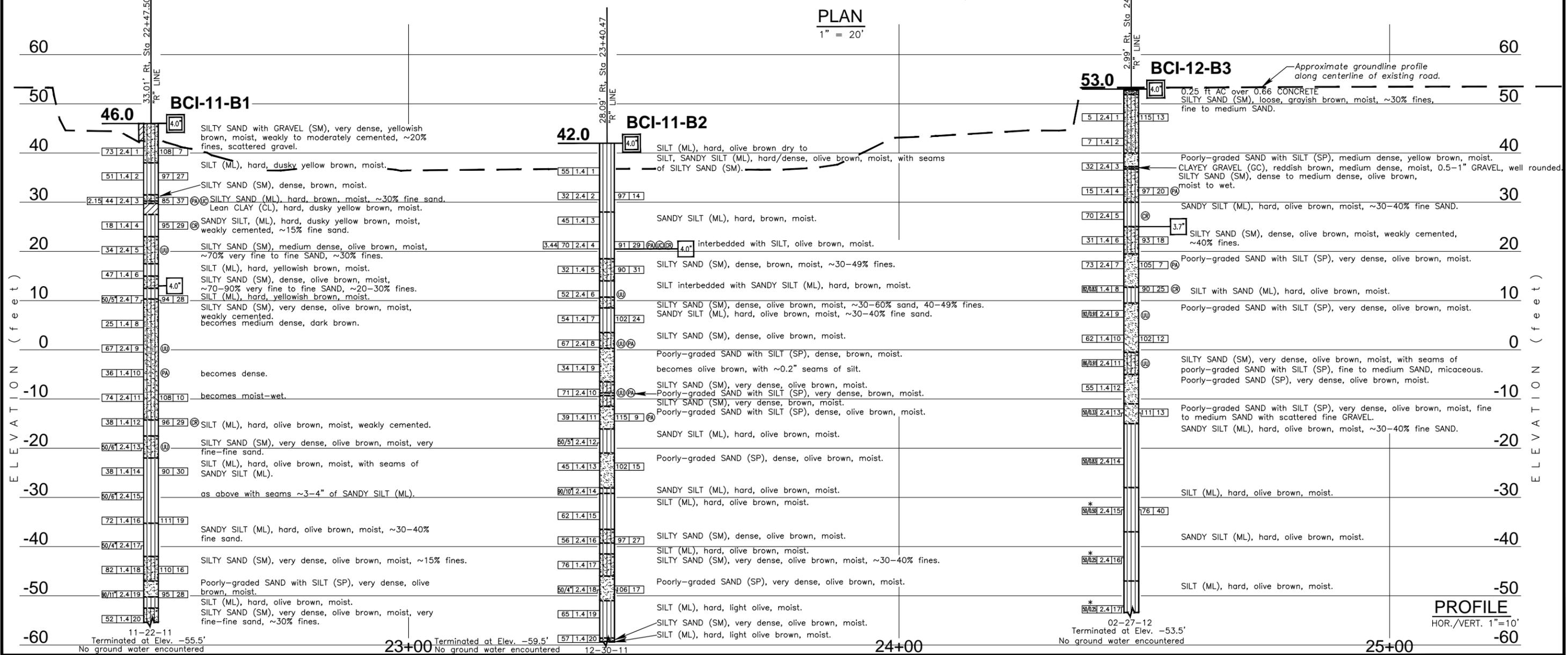
**DAVID EVANS AND ASSOCIATES INC.**  
 1544 Eureka Road, Suite 200  
 Roseville California 95661

ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)	
REPLACEMENT PROJECT	
SLOPE PAVING/BANK PROTECTION DETAILS	
PN: 15068500	SHEET BR-17 61

RELATIVE BORDER SCALE  
IS IN INCHES



- NOTES:**
- Field classification of soils was in accordance with the Caltrans Soil & Rock Logging, Classification, and Presentation Manual (2010). See Log of Test Borings 2 of 2, "Soil Legend".
  - Standard Penetration tests were performed in accordance with ASTM D 1586-08 using a hammer operated with an automated drop system. Drill rods were 1 5/8-inch diameter "A"-rods; sampler was driven with brass liners.
  - "2.4 inch sampler": ID=2.4 inch, OD=2.9 inch. Driven in same manner as SPT ("1.4 inch") sampler.
  - The length of each sampled interval is shown graphically on the boring log. Whole number blow counts ("N") represent the "standard penetration resistance" interval in accordance with ASTM D1586-08. Where less than 1 foot of penetration is achieved, the blow count shown is for that fraction of the "standard penetration resistance" interval actually penetrated.
  - Consistency of soils shown in ( ) where estimated.
  - Groundwater surface elevations are subject to seasonal fluctuations and may occur at higher or lower elevations depending on the conditions at any particular time.
  - Boring elevations are estimated based on topography provided by David Evans and Associates, Inc.
  - Electronic media for plan view (General Plan) provided by David Evans and Associates, Inc., dated June 2012.



M.D. Robertson FILE: 1380.1 Roseville Road Bridge LOTB.dwg 1/17/2014 8:43 AM

REVISIONS				BENCH MARK		FIELD BOOK	
NO.	DESCRIPTION	DATE	BY	DESCRIPTION:	ELEV.	SCALE	

**CITY OF SACRAMENTO**  
DEPARTMENT OF TRANSPORTATION

DRAWN BY: M. ROBERTSON    DESIGNED BY: D. J. MORRELL    CHECKED BY: R. PICKARD  
DATE: NOV 2013    R.C.E. C60578    DATE: NOV 2013    R.E.G. 2508    DATE: NOV 2013

REGISTERED PROFESSIONAL ENGINEER  
DAVID J. MORRELL  
No. C60578  
Exp. 12/31/14  
CIVIL  
STATE OF CALIFORNIA

**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661

ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)  
REPLACEMENT PROJECT  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
LOG OF TEST BORINGS 1 OF 3

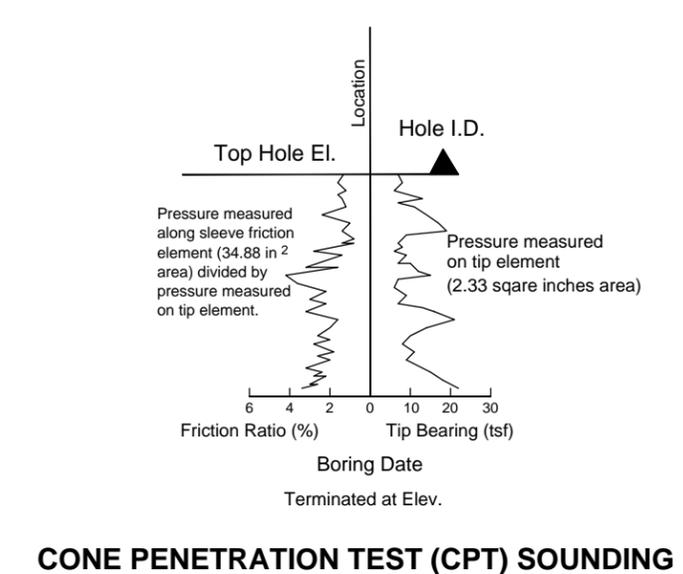
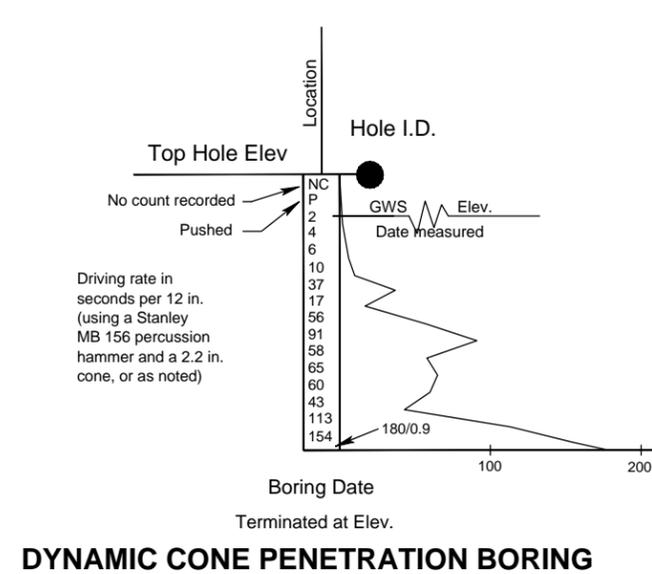
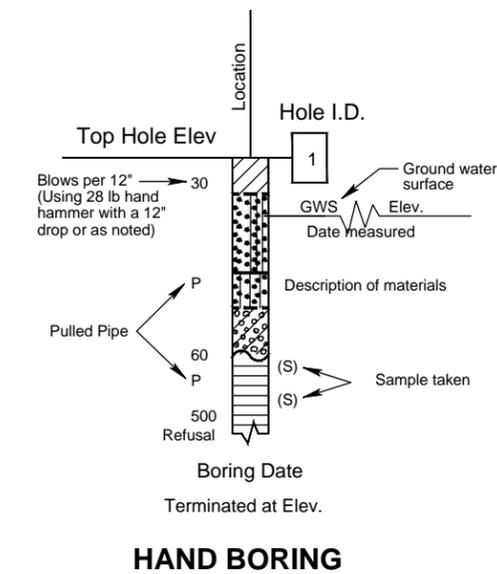
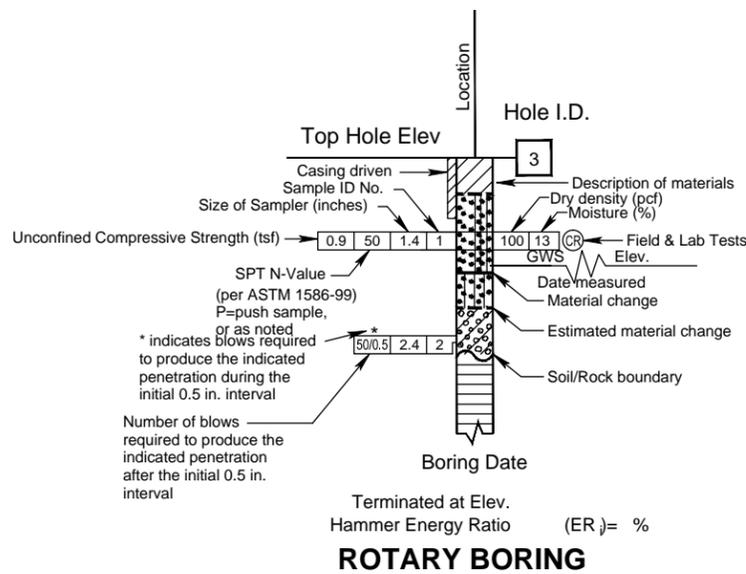
SHEET **46** OF **69**  
PN: 15068500

CEMENTATION	
Description	Criteria
Weak	Crumbles or breaks with handling or little finger pressure.
Moderate	Crumbles or breaks with considerable finger pressure.
Strong	Will not crumble or break with finger pressure.

BOREHOLE IDENTIFICATION		
Symbol	Hole Type	Description
	A	Auger Boring (hollow or solid stem bucket)
	R	Rotary drilled boring (conventional)
	RW	Rotary drilled with self-casing wire-line
	RC	Rotary core with continuously-sampled, self-casing wire-line
	P	Rotary percussion boring (air)
	R	Rotary drilled diamond core
	HD	Hand driven (1-inch soil tube)
	HA	Hand Auger
	D	Dynamic Cone Penetration Boring
	CPT	Cone Penetration Test (ASTM D 5778)
	O	Other (note on LOTB)

**NOTE: Size in inches.**

CONSISTENCY OF COHESIVE SOILS				
Description	Shear Strength (tsf)	Pocket Penetrometer Measurement, PP, (tsf)	Torvane Measurement, TV, (tsf)	Vane Shear Measurement, VS, (tsf)
Very Soft	Less than 0.12	Less than 0.25	Less than 0.12	Less than 0.12
Soft	0.12 - 0.25	0.25 - 0.50	0.12 - 0.25	0.12 - 0.25
Medium Stiff	0.25 - 0.5	0.50 - 1	0.25 - 0.5	0.25 - 0.5
Stiff	0.5 - 1	1 - 2	0.5 - 1	0.5 - 1
Very Stiff	1 - 2	2 - 4	1 - 2	1 - 2
Hard	Greater than 2	Greater than 4	Greater than 4	Greater than 4



1/17/2014 8:43 AM M.D.Robertson FILE: 1380.1 Roseville Road Bridge LOTB.dwg

REVISIONS				BENCH MARK		FIELD BOOK	
NO.	DESCRIPTION	DATE	BY	ELEV.		SCALE	

**CITY OF SACRAMENTO**  
DEPARTMENT OF TRANSPORTATION

DRAWN BY: M. ROBERTSON    DESIGNED BY: D. J. MORRELL    CHECKED BY: R. PICKARD  
 DATE: NOV 2013    R.C.E. C60578    DATE NOV 2013    R.E.G. 2508    DATE NOV 2013

**DAVID EVANS AND ASSOCIATES INC.**  
1544 Eureka Road, Suite 200  
Roseville California 95661

**SOIL LEGEND**

ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)  
REPLACEMENT PROJECT  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
LOG OF TEST BORINGS 2 OF 3

SHEET **47** OF **69**  
 PN: 15068500    661 of 698

REFERENCE: CALTRANS SOIL & ROCK LOGGING, CLASSIFICATION, AND PRESENTATION MANUAL, (2010)

**GROUP SYMBOLS AND NAMES**

Graphic/Symbol	Group Names	Graphic/Symbol	Group Names
	Well-graded GRAVEL Well-graded GRAVEL with SAND		Lean CLAY Lean CLAY with SAND Lean CLAY with GRAVEL SANDY lean CLAY SANDY lean CLAY with GRAVEL GRAVELLY lean CLAY GRAVELLY lean CLAY with SAND
	Poorly-graded GRAVEL Poorly-graded GRAVEL with SAND		
	Well-graded GRAVEL with SILT Well-graded GRAVEL with SILT and SAND		SILTY CLAY SILTY CLAY with SAND SILTY CLAY with GRAVEL SANDY SILTY CLAY SANDY SILTY CLAY with GRAVEL GRAVELLY SILTY CLAY GRAVELLY SILTY CLAY with SAND
	Well-graded GRAVEL with CLAY (or SILTY CLAY) Well-graded GRAVEL with CLAY and SAND (or SILTY CLAY and SAND)		
	Poorly-graded GRAVEL with SILT Poorly-graded GRAVEL with SILT and SAND		SILT SILT with SAND SILT with GRAVEL SANDY SILT SANDY SILT with GRAVEL GRAVELLY SILT GRAVELLY SILT with SAND
	Poorly-graded GRAVEL with CLAY (or SILTY CLAY) Poorly-graded GRAVEL with CLAY and SAND (or SILTY CLAY and SAND)		
	SILTY GRAVEL SILTY GRAVEL with SAND		ORGANIC lean Clay ORGANIC lean Clay with SAND ORGANIC lean Clay with GRAVEL SANDY ORGANIC lean CLAY SANDY ORGANIC lean CLAY with GRAVEL GRAVELLY ORGANIC lean CLAY GRAVELLY ORGANIC lean CLAY with SAND
	CLAYEY GRAVEL CLAYEY GRAVEL with SAND		
	SILTY, CLAYEY GRAVEL SILTY, CLAYEY GRAVEL with SAND		ORGANIC SILT ORGANIC SILT with SAND ORGANIC SILT with GRAVEL SANDY ORGANIC SILT SANDY ORGANIC SILT with GRAVEL GRAVELLY ORGANIC SILT GRAVELLY ORGANIC SILT with SAND
	Well-graded SAND Well-graded SAND with GRAVEL		
	Poorly-graded SAND Poorly-graded SAND with GRAVEL		Fat CLAY Fat CLAY with SAND Fat CLAY with GRAVEL SANDY fat CLAY SANDY fat CLAY with GRAVEL GRAVELLY fat CLAY GRAVELLY fat CLAY with SAND
	Well-graded SAND with SILT Well-graded SAND with SILT and GRAVEL		
	Well-graded SAND with CLAY (or SILTY CLAY) Well-graded SAND with CLAY and GRAVEL (or SILTY CLAY and GRAVEL)		Elastic SILT Elastic SILT with SAND Elastic SILT with GRAVEL SANDY elastic SILT SANDY elastic SILT with GRAVEL GRAVELLY elastic SILT GRAVELLY elastic SILT with SAND
	Poorly-graded SAND with SILT Poorly-graded SAND with SILT and GRAVEL		
	Poorly-graded SAND with CLAY (or SILTY CLAY) Poorly-graded SAND with CLAY and GRAVEL (or SILTY CLAY and GRAVEL)		ORGANIC fat CLAY ORGANIC fat CLAY with SAND ORGANIC fat CLAY with GRAVEL SANDY ORGANIC fat CLAY SANDY ORGANIC fat CLAY with GRAVEL GRAVELLY ORGANIC fat CLAY GRAVELLY ORGANIC fat CLAY with SAND
	SILTY SAND SILTY SAND with GRAVEL		
	CLAYEY SAND CLAYEY SAND with GRAVEL		ORGANIC elastic SILT ORGANIC elastic SILT with SAND ORGANIC elastic SILT with GRAVEL SANDY ORGANIC elastic SILT SANDY ORGANIC elastic SILT with GRAVEL GRAVELLY ORGANIC elastic SILT GRAVELLY ORGANIC elastic SILT with SAND
	SILTY, CLAYEY SAND SILTY, CLAYEY SAND with GRAVEL		
	PEAT		ORGANIC SOIL ORGANIC SOIL with SAND ORGANIC SOIL with GRAVEL SANDY ORGANIC SOIL SANDY ORGANIC SOIL with GRAVEL GRAVELLY ORGANIC SOIL GRAVELLY ORGANIC SOIL with SAND
	COBBLES COBBLES and BOULDERS BOULDERS		

**FIELD AND LABORATORY TESTING**

- (C) Consolidation (ASTM D 2435)
- (CL) Collapse Potential (ASTM D 5333)
- (CP) Compaction Curve (CTM 216)
- (CR) Corrosivity Testing (CTM 643, CTM 422, CTM 417)
- (CU) Consolidated Undrained Triaxial (ASTM D 4767)
- (DS) Direct Shear (ASTM D 3080)
- (EI) Expansion Index (ASTM D 4829)
- (M) Moisture Content (ASTM D 2216)
- (OC) Organic Content-% (ASTM D 2974)
- (P) Permeability (CTM 220)
- (PA) Particle Size Analysis (ASTM D 422)
- (PI) Plasticity Index (AASHTO T 90)  
Liquid Limit (AASHTO T 89)
- (PL) Point Load Index (ASTM D 5731)
- (PM) Pressure Meter
- (PP) Pocket Penetrometer
- (R) R-Value (CTM 301)
- (SE) Sand Equivalent (CTM 217)
- (SG) Specific Gravity (AASHTO T 100)
- (SL) Shrinkage Limit (ASTM D 427)
- (SW) Swell Potential (ASTM D 4546)
- (TV) Pocket Torvane
- Unconfined Compression-Soil (ASTM D 2166)  
Unconfined Compression-Rock (ASTM D 2938)
- (UU) Unconsolidated Undrained Triaxial (ASTM D 2850)
- (UW) Unit Weight (ASTM D 2937)

**APPARENT DENSITY OF COHESIONLESS SOILS**

Description	SP <sub>N</sub> -Value (Blows / 12 inches)
Very Loose	0 - 5
Loose	5 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	Greater than 50

**MOISTURE**

Description	Criteria
Dry	No discernable moisture
Moist	Moisture present, but no free water
Wet	Visable free water

**PERCENT OR PROPORTION OF SOILS**

Description	Criteria
Trace	Particles are present but estimated to be less than 5%
Few	5% - 10%
Little	15% - 25%
Some	30% - 45%
Mostly	50% - 100%

**PARTICLE SIZE**

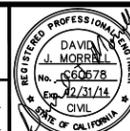
Description	Size	
Boulder	Greater than 12"	
Cobble	3" - 12"	
Gravel	Coarse	3/4" - 3"
	Fine	1/5" - 3/4"
Sand	Coarse	1/16" - 1/5"
	Medium	1/64" - 1/16"
	Fine	Less than 1/300"

**SOIL LEGEND**

ROSEVILLE ROAD BRIDGE (Br. No. 24C0554)  
REPLACEMENT PROJECT  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
LOG OF TEST BORINGS 3 OF 3

**CITY OF SACRAMENTO  
DEPARTMENT OF TRANSPORTATION**

DRAWN BY: M. ROBERTSON    DESIGNED BY: D. J. MORRELL    CHECKED BY: R. PICKARD  
DATE: NOV 2013    R.C.E. C60578    DATE: NOV 2013    R.E.G. 2508    DATE: NOV 2013



1/17/2014 8:43 AM M.D.Robertson FILE: 1380.1 Roseville Road Bridge LOTB.dwg

REVISIONS				BENCH MARK	FIELD BOOK
NO.	DESCRIPTION	DATE	BY		
				ELEV. _____	
				DESCRIPTION: _____	

SHEET **48** OF \_\_\_\_\_  
PN: 15068500    662 of 698

RELATIVE BORDER SCALE IS IN INCHES

3/12/2014 2:25:24 PM 19446 FILE: G:\CAD\Projects\David\Evans\Assoc\00489-08\_RosevilleBridge\Plans\I-1.dgn

**GENERAL IRRIGATION NOTES (RESTORATION AND STREETScape)**

1. SEE TECHNICAL SPECIFICATIONS AND GENERAL NOTES FOR ADDITIONAL INFORMATION TO CONSIDER IN IRRIGATION SYSTEM INSTALLATION INCLUDING INFRASTRUCTURE AND UTILITIES PROTECTION AND REPAIR INFORMATION.
2. IRRIGATION MAINLINE AND EQUIPMENT ARE SHOWN DIAGRAMMATICALLY TO CONVEY INSTALLATION INTENT WITH GRAPHIC CLARITY. THE CONTRACTOR SHALL NOT INSTALL THE IRRIGATION SYSTEM AS DIAGRAMMATICALLY SHOWN IF OBSTRUCTIONS, INFRASTRUCTURE, GRADE CHANGES, OR OTHER BARRIERS EXIST IN THE FIELD THAT MIGHT NOT HAVE BEEN FORESEEN, CONSIDERED, OR IN EXISTENCE DURING IRRIGATION DESIGN. NOTIFY THE ENGINEER IF THE INSTALLATION OF THE SYSTEM IS NOT FEASIBLE AS DIAGRAMMATICALLY SHOWN PRIOR TO PROCEEDING. IF CONFLICTS ARE NOT REPORTED TO THE ENGINEER, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY NECESSARY CHANGES REQUIRED TO MAKE THE SYSTEM FULLY FUNCTIONAL AT NO ADDITIONAL COST TO OWNER.
3. CONTRACTOR SHALL VERIFY STATIC WATER PRESSURE AT POINT OF CONNECTION PRIOR TO INSTALLING IRRIGATION SYSTEM. SHOULD STATIC WATER PRESSURE BE LESS THAN 35 PSI OR MORE THAN 100 PSI, CONTRACTOR SHALL NOTIFY THE ENGINEER FOR INSTRUCTIONS PRIOR TO PROCEEDING WITH INSTALLATION. THE SYSTEM DESIGN IS BASED ON 30 GPM BEING AVAILABLE AT THE POINT OF CONNECTION. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THESE REPORTED READINGS PRIOR TO CONSTRUCTION AND SHALL CEASE CONSTRUCTION ACTIVITY AT ONCE IF AVAILABLE WATER PRESSURE AND VOLUME VARY FROM PREVIOUSLY REPORTED FIGURES. IF WATER PRESSURE AND VOLUME DISCREPANCIES ARE NOT REPORTED TO THE ENGINEER PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY NECESSARY CHANGES REQUIRED TO MAKE THE SYSTEM FULLY FUNCTIONAL AT NO ADDITIONAL COST TO OWNER.
4. CONTRACTOR SHALL VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
5. FOLLOW ALL LOCAL CODES WHEN INSTALLING IRRIGATION SYSTEM. FOLLOW MANUFACTURER'S SPECIFICATIONS DURING INSTALLATION. NOTIFY ENGINEER OF ANY CODE CONFLICTS WITH THE DESIGN PRIOR TO STARTING WORK.
6. ALL MATERIALS AND EQUIPMENT SHALL BE NEW. THE CONTRACTOR SHALL INSTALL MATERIALS AND EQUIPMENT TO PROVIDE THE MOST EFFICIENT AND OPTIMUM OPERATING SYSTEM. FIELD ADJUSTMENTS MAY BE REQUIRED.
7. ALL TRENCHING IN AREAS UNDER EXISTING TREE CANOPIES SHALL BE DONE BY HAND.
8. THE CONTRACTOR SHALL USE COMMON TRENCHES WHEREVER POSSIBLE. COMMON TRENCHES SHALL BE LOCATED WITHIN IRRIGATED AREAS WHEREVER POSSIBLE. TRENCHES AND CONTROL VALVES SHALL BE LOCATED AT THE BACK OF WALKWAY OR TRAIL WHEREVER POSSIBLE. TRENCHES AND CONTROL VALVES SHALL BE LOCATED 12" FROM SIDEWALKS, TRAILS, OR WALLS UNLESS NOTED OTHERWISE.
9. CONTRACTOR SHALL PRESSURE AND LEAK TEST IRRIGATION LINES PRIOR TO BACKFILLING TRENCHES. CONTROLLER WIRING TO VALVES SHALL BE TESTED PRIOR TO TRENCH BACKFILLING. THE CONTRACTOR SHALL MAKE ANY ADJUSTMENTS REQUIRED TO SYSTEM TO ENSURE OPERABILITY PRIOR TO BACKFILLING TRENCHES.
10. THE FINAL LOCATION OF THE WATER AND ELECTRICAL POINTS OF CONNECTION SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
11. THE FINAL LOCATION OF REMOTE CONTROL VALVE SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
12. THE CONTRACTOR SHALL LOCATE VALVES IN SHRUB/GROUNDCOVER/HERBACEOUS AREAS WHEREVER POSSIBLE.
13. THE CONTRACTOR SHALL PROVIDE THE ENGINEER ONE HOSE SWIVEL FOR QUICK COUPLING VALVES.
14. THE CONTRACTOR SHALL INCLUDE IN THEIR BID 20 EXTRA DRIP EMITTERS AND POLY FLEX RISER ASSEMBLIES FOR USE IN THE INSTALLATION PROCESS FOR POSSIBLE FIELD CHANGES. ALL EXTRA EMITTERS AND POLY FLEX RISER ASSEMBLIES SHALL BE GIVEN TO THE ENGINEER AT THE END OF THE MAINTENANCE PERIOD.
15. OPERATE IRRIGATION CONTROLLERS BETWEEN THE HOURS OF 10:00 PM AND 6:00 AM.
16. CHANGES TO THE IRRIGATION SCHEDULE DURING THE MAINTENANCE PERIOD MUST BE COORDINATED WITH STACY BAKER AT HAGGIN OAKS GOLF COMPLEX AT 916-808-6034.
17. PRIOR TO TRENCHING, CALL 811 FOR THE UNDERGROUND SERVICE ALERT FOR NORTHERN CALIFORNIA.

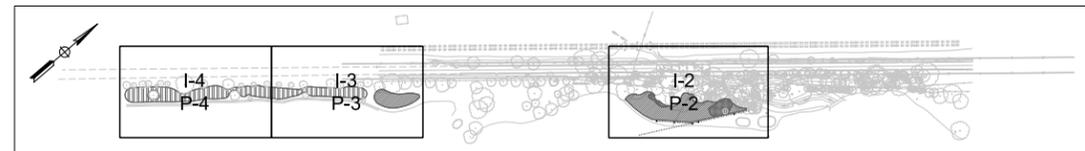
**RESTORATION IRRIGATION PROGRAM**

DETAIL REFERENCE	PLAN VIEW SYMBOL	APPURTENANCE	MODEL NUMBER	MANUFACTURER/ NOTES
		WATER SERVICE POC		WATER POINT OF CONNECTION: COORDINATE EXACT LOCATION WITH ENGINEER; TIE INTO EXISTING PRESSURIZED LATERAL LINE AT QUICK COUPLER IN CDFW SITE AND AT EXISTING SPRINKLER AT CITY SITE; USE RECTANGULAR VALVE BOX
		ELECTRIC POC		ELECTRIC POINT OF CONNECTION: COORDINATE EXACT LOCATION WITH ENGINEER; CONNECT TO EXISTING WIRE LOCATED IN QUICK COUPLER VALVE BOX IN CDFW SITE AND ROUND VALVE BOX IN CITY SITE
2/D-3		REMOTE CONTROL VALVE WITH FILTER & BALL VALVE	XCZ-100-PRB-COM	RAIN BIRD / COMMERCIAL CONTROL KIT - 1" PESB REMOTE CONTROL VALVE, WITH RAIN BIRD 1", 40PSI PRESSURE COMPENSATING QUICK CHECK BASKET FILTER, WITH BALL VALVE, OR APPROVED EQUAL, INSTALL IN RECTANGULAR VALVE BOX
1/D-2		QUICK COUPLING VALVE	33-DLRC	RAIN BIRD / 3/4" QUICK COUPLING VALVE, OR APPROVED EQUAL, WITH LOCKING COVER IN ROUND VALVE BOX
1/D-2	NOT SHOWN	VALVE BOX	VB-10RND - ROUND	RAIN BIRD / 10" ROUND VALVE BOX WITH VB-LOCK-H HEX HEAD LOCKING SYSTEM
2/D-3	NOT SHOWN	VALVE BOX	VB-JMB - RECTANGULAR	RAIN BIRD / 26"L X 20"W X 12" H RECTANGULAR VALVE BOX WITH VB-LOCK-H HEX HEAD LOCKING SYSTEM
2/D-2		MAINLINE		IRRIGATION MAINLINE, SCH 40 PVC PIPE, 2" SIZE THROUGHOUT, INSTALL WARNING TAPE ABOVE LINE, 18" MINIMUM BURIAL
2/D-3 3/D-3	NOT SHOWN	LATERAL LINE		IRRIGATION LATERAL, SCH 40 PVC PIPE, SIZE PER CHART; PLACE PARALLEL TO CONTOURS; PLACE ON GRADE AND STAKE WITH REBAR J-HOOK EVERY 20 FEET
2/D-2		SLEEVING		SCH 40 PVC PIPE, SIZE SHALL BE TWICE THE DIAMETER OF THE PIPE BEING RECEIVED BY PIPE
1/D-3	NOT SHOWN	DRIP EMITTER	XB-10PC-1032 W/ PFR-FRA	RAIN BIRD / XERI-BUG PRESSURE COMPENSATING EMITTER WITH 10-32 THREADED INLET, 1.0 GPH, INSTALL ON RAIN BIRD 12" POLYFLEX RISER, OR APPROVED EQUAL, INSTALL 2 PER INDIVIDUAL SMALL CONTAINER PLANT, INSTALL 3 PER INDIVIDUAL 15-GALLON TREE, INSTALL 3 PER CLUSTER
4/D-3	NOT SHOWN	AIR RELIEF VALVE	ARV050	RAIN BIRD / 1/2" AIR RELIEF VALVE, INSTALL 1 PER ZONE, INSTALL AT THE HIGHEST POINT IN THE ZONE.
		VALVE NUMBER # OF PLANTS  APPROXIMATE FLOW THROUGH VALVE VALVE SIZE		

**LATERAL PIPE SIZING CHART**

NUMBER OF DRIP EMMITTERS	1-180	181-360	361-720	721-1080
PIPE SIZE	3/4"	1"	1-1/4"	1-1/2"

**KEY MAP**



REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

<b>FIELD BOOK</b>	N/A
<b>SCALE</b>	
<b>HORIZ.</b>	
<b>VERT.</b>	

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

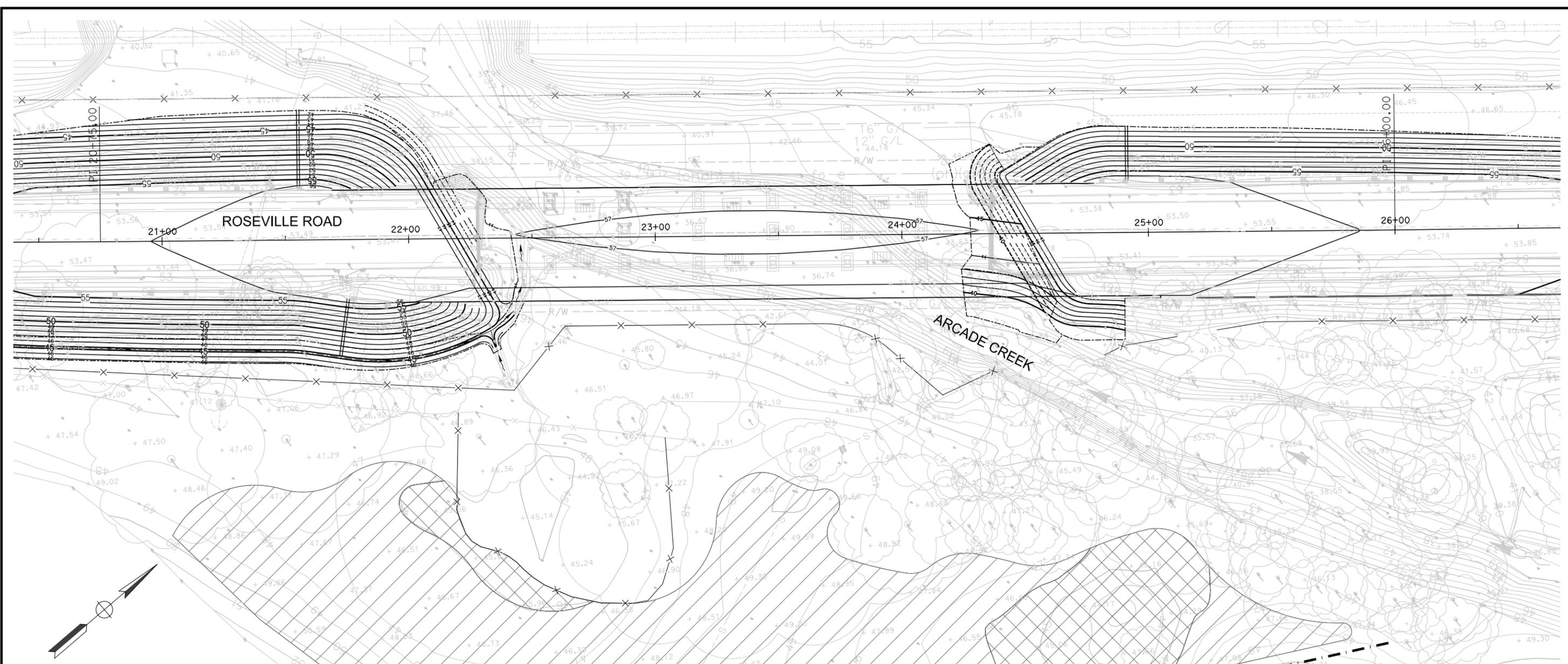
DRAWN BY: A. ANGIER	DESIGNED BY: K. LANTZ	CHECKED BY: K. LANTZ
DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
IRRIGATION NOTES AND LEGEND

PN: 151068500  
SHEET I-1  
61

RELATIVE BORDER SCALE  
IS IN INCHES



- LEGEND:**
- CDFW OAK WOODLAND, SEE SHEET P-1
  - CDFW RIPARIAN WOODLAND, SEE SHEET P-1
  - EXISTING PRESSURIZED MAINLINE
  - EXISTING PRESSURIZED LATERAL
  - ESA FENCING - REFER TO CIVIL SPECIFICATIONS

- NOTES:**
1. REFER TO SHEET I-1 FOR PROPOSED IRRIGATION LEGEND AND NOTES.
  2. REFER TO SHEET P-2 THROUGH P-4 FOR PLANTING ZONE LAYOUT.
  3. CONTRACTOR MAY ACCESS PLANTING AREAS FROM GOLF COURSE, COORDINATE ACCESS WITH GOLF COURSE STAFF

EXISTING QUICK COUPLER  
N 1992099  
E 6729515

C1 439 PLANTS  
1" 11.75 GPM

C2 439 PLANTS  
1" 11.75 GPM

EXISTING IRRIGATION  
MAINLINE

EXISTING QUICK COUPLER  
N 1992149  
E 6729565

EXISTING GATE VALVE  
N 1992223  
E 6729625

EXISTING QUICK COUPLER  
N 1992200  
E 6729614

EXISTING GATE VALVE  
N 1992349  
E 6729692

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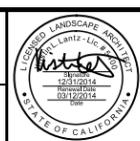
REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

<b>FIELD BOOK</b>	N/A
<b>SCALE</b>	HORIZ. 1"=20'
<b>VERT.</b>	

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

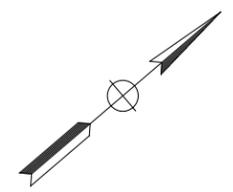
DRAWN BY: A. ANGIER	DESIGNED BY: K. LANTZ	CHECKED BY: K. LANTZ
DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014



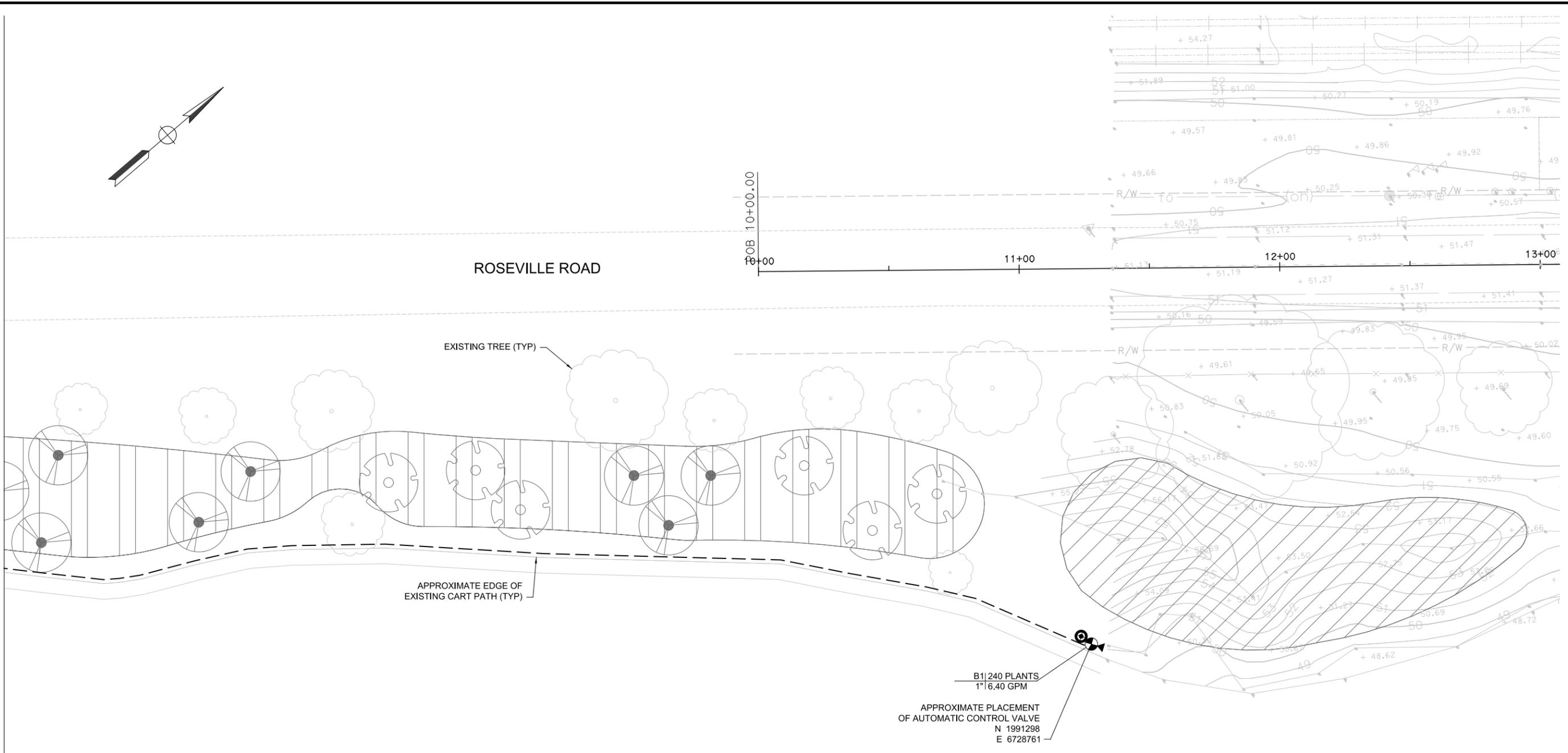
IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
IRRIGATION PLAN - CDFW MITIGATION SITE

PROJECT NO. 15068500  
SHEET I-2  
664 of 698  
61

RELATIVE BORDER SCALE  
1/8" = 1' IN INCHES



MATCH LINE  
SEE SHEET I-4



- LEGEND:**
- CDFW OAK WOODLAND, SEE SHEET P-1
  - CITY OAK WOODLAND, SEE SHEET P-1

- NOTES:**
1. REFER TO SHEET I-1 FOR PROPOSED IRRIGATION LEGEND AND NOTES.
  2. REFER TO SHEET P-2 THROUGH P-4 FOR PLANTING ZONE LAYOUT.
  3. CONTRACTOR MAY ACCESS PLANTING AREAS FROM GOLF COURSE, COORDINATE ACCESS WITH GOLF COURSE STAFF

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20'
VERT.	

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

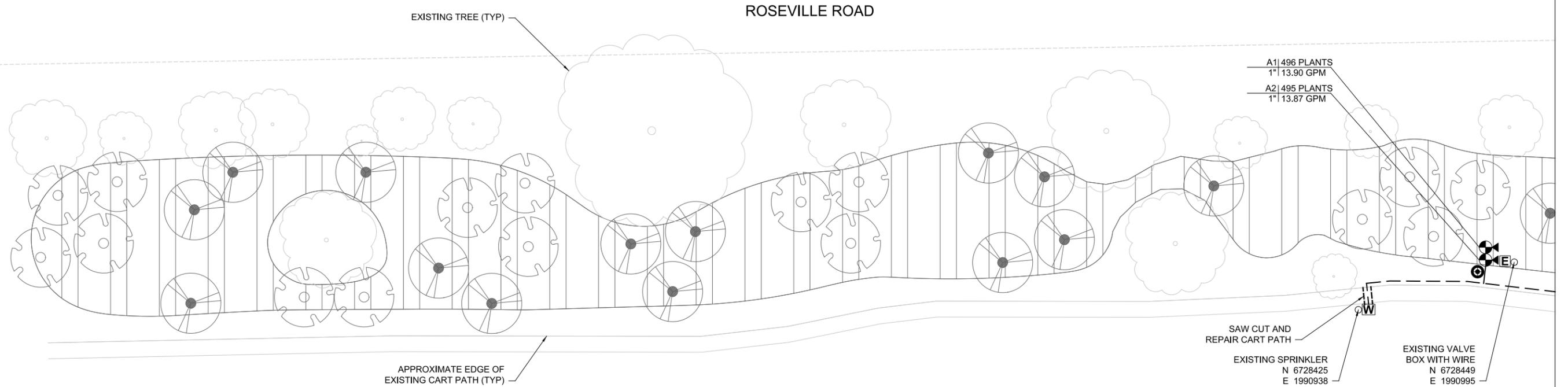
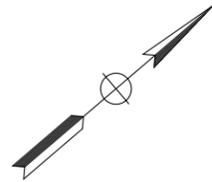
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IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
IRRIGATION PLAN - CDFW AND CITY MITIGATION SITES

PN: 151068500  
SHEET I-3  
665 of 698  
61

RELATIVE BORDER SCALE  
IS IN INCHES



MATCH LINE  
SEE SHEET I-3

LEGEND:

CITY OAK WOODLAND, SEE SHEET P-1

NOTES:

1. REFER TO SHEET I-1 FOR PROPOSED IRRIGATION LEGEND AND NOTES.
2. REFER TO SHEET P-2 THROUGH P-4 FOR PLANTING ZONE LAYOUT.
3. CONTRACTOR MAY ACCESS PLANTING AREAS FROM GOLF COURSE, COORDINATE ACCESS WITH GOLF COURSE STAFF

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
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FIELD BOOK	N/A
SCALE	HORIZ. 1"=20'
VERT.	

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: A. ANGIER	DESIGNED BY: K. LANTZ	CHECKED BY: K. LANTZ
DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
IRRIGATION PLAN - CITY MITIGATION SITE

PN: 151068500  
SHEET I-4  
66 of 698  
61

RELATIVE BORDER SCALE IS IN INCHES

CDFW MITIGATION RESTORATION PLANTING PROGRAM										
SYMBOL	PLANTING ZONE	DETAIL REFERENCE	SPECIES NAME		AVERAGE PLANT SPACING (FEET ON-CENTER)	PERCENTAGE OF PLANT PALETTE	CONTAINER PLANT		PLANTING NOTES	
			BOTANICAL NAME	COMMON NAME			SIZE	QUANTITY		
	RIPARIAN WOODLAND UNDERSTORY (0.12 AC)	4/D-4 2/D-5 3/D-5	ARTEMISIA DOUGLASIANA	MUGWORT	2'O.C WITHIN CLUSTERS, 15' O.C. BETWEEN CLUSTERS	25	TREEBAND	18	PLANT IN CLUSTERS OF 3	
			CAREX BARBARAE	SANTA BARBARA SEDGE	2'O.C WITHIN CLUSTERS, 15' O.C. BETWEEN CLUSTERS	15	TREEBAND	12	PLANT IN CLUSTERS OF 3	
			LEYMUS TRITICOIDES	CREEPING WILDRYE	2'O.C WITHIN CLUSTERS, 15' O.C. BETWEEN CLUSTERS	40	TREEBAND	30	PLANT IN CLUSTERS OF 3	
	RIPARIAN WOODLAND (0.124 AC)	2/D-4 1/D-5	3/D-4, 1/D-5	ROSA CALIFORNICA	CALIFORNIA WILD ROSE	8' O.C.	20	1 GALLON	17	
			ACER NEGUNDO	BOX ELDER	8' O.C.	15	TREEPOT 4	13		
			ALNUS RHOMBIFOLIA	WHITE ALDER	8' O.C.	10	TREEPOT 4	9		
FRAXINUS LATIFOLIA			OREGON ASH	8' O.C.	10	TREEPOT 4	9			
PLATANUS RACEMOSA			CALIFORNIA SYCAMORE	8' O.C.	10	TREEPOT 4	9			
POPULUS FREMONTII			FREMONT COTTONWOOD	8' O.C.	20	TREEPOT 4	17			
QUERCUS LOBATA	VALLEY OAK	8' O.C.	35	TREEPOT 4	28					
OAK WOODLAND UNDERSTORY (0.47 AC)	4/D-4 2/D-5 3/D-5	3/D-4, 1/D-5	ARTEMISIA DOUGLASIANA	MUGWORT	2'O.C WITHIN CLUSTERS, 15' O.C. BETWEEN CLUSTERS	25	TREEBAND	120	PLANT IN CLUSTERS OF 3	
			CAREX BARBARAE	SANTA BARBARA SEDGE	2'O.C WITHIN CLUSTERS, 15' O.C. BETWEEN CLUSTERS	15	TREEBAND	72	PLANT IN CLUSTERS OF 3	
			LEYMUS TRITICOIDES	CREEPING WILDRYE	2'O.C WITHIN CLUSTERS, 15' O.C. BETWEEN CLUSTERS	40	TREEBAND	192	PLANT IN CLUSTERS OF 3	
OAK WOODLAND (0.47 AC)	2/D-4 1/D-5	3/D-4, 1/D-5	RHAMNUS CALIFORNICA	COFFEEBERRY	8' O.C.	20	1 GALLON	95		
		3/D-4, 1/D-5	CERCIS OCCIDENTALIS	WESTERN REDBUD	8' O.C.	10	TREEPOT 4	48		
		2/D-4, 1/D-5	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	8' O.C.	10	TREEPOT 4	48		
		2/D-4, 1/D-5	QUERCUS LOBATA	VALLEY OAK	8' O.C.	45	TREEPOT 4	215		
			QUERCUS WISLIZENII	INTERIOR LIVE OAK	8' O.C.	35	TREEPOT 4	166		

NOTE: MITIGATION REQUIRES REPLACEMENT OF 511" DBH. THIS PLAN HAS 562" OF TREE REPLACEMENT TO ALLOW FOR 10% MOTALITY. EACH TREEPOT 4 PLANT IS EQUIVALENT TO 1-INCH TREE REPLACEMENT MITIGATION.

**PLANTING PROGRAM NOTES**

- TREEBAND CONTAINER SIZE SHALL BE 2.25 INCHES SQUARE X 5 INCHES DEEP.
- 1-GALLON CONTAINER SIZE SHALL BE 6 INCHES DIAMETER X 7 INCHES DEEP.
- TREEPOT CONTAINER SIZE SHALL BE 4 INCHES SQUARE X 14 INCHES DEEP.
- THE UNDERLINED TEXT OF THE BOTANICAL NAME OF THE PLANT CORRESPONDS TO THE PLANT CODES USED ON THE PLANT LABELS IN THE PLANTING PLANS.
- AVERAGE PLANT SPACING IS PROVIDED FOR QUANTITY PURPOSES AND ROUGH PLACEMENT; REFER TO DETAILS 1/D-5 AND 2/D-5 FOR GENERAL PLANT LAYOUT.

**GENERAL PLANTING NOTES**

- SEE TECHNICAL SPECIFICATIONS AND GENERAL NOTES FOR ADDITIONAL INFORMATION TO CONSIDER IN PLANTING INSTALLATION INCLUDING INFRASTRUCTURE AND UTILITIES PROTECTION AND REPAIR INFORMATION.
- WITHIN 10 DAYS OF AWARD OF CONTRACT, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF SPECIFIED PLANT MATERIALS ARE NOT AVAILABLE. THE CONTRACTOR SHALL PROVIDE A LIST OF PLANT MATERIAL THEY HAVE NOT BEEN ABLE TO LOCATE AND A LIST OF NO LESS THAN 10 NURSERIES OR PLANT SUPPLIERS THAT HAVE BEEN CONTACTED BY THE CONTRACTOR WHO HAVE INDICATED THEY DO NOT HAVE THE PLANT MATERIAL. ALL SUGGESTED PLANT SUBSTITUTIONS SHALL BE APPROVED BY THE ENGINEER. IN THE EVENT THE ENGINEER IS NOT NOTIFIED WITHIN 10 DAYS OF THE AWARD OF CONTRACT, THE CONTRACTOR WILL BE RESPONSIBLE FOR SPECIAL ORDERING PLANT MATERIAL TO THE SATISFACTION OF THE OWNER AND THE COST WILL NOT ALTER THE ORIGINAL BID.
- THE CONTRACTOR SHALL FURNISH AND INSTALL ALL PLANTS SHOWN DIAGRAMMATICALLY ON THE DRAWINGS.
- WHERE IRRIGATION SYSTEMS ARE INSTALLED, THEY SHALL BE IN PLACE, FULLY OPERATIONAL, AND APPROVED BY THE ENGINEER PRIOR TO PLANTING AND SEEDING.
- A LICENSED HERBICIDE APPLICATOR SHALL APPLY A TOPICAL SYSTEMIC HERBICIDE WHERE WEEDS ARE PRESENT PER MANUFACTURER'S SPECIFICATIONS A MINIMUM OF TEN DAYS PRIOR TO COMMENCEMENT OF ANY PLANTING OR IRRIGATION WORK. WEEDS AND TREES INCLUDING THEIR ROOTS SHALL BE ALLOWED TO COMPLETELY DIE BACK BEFORE PROCEEDING WITH WORK.
- PROTECTION FENCING SHALL BE IN PLACE PRIOR TO PLANTING.
- PROTECT ALL EXISTING PLANT MATERIAL TO REMAIN, INCLUDING ANY INDICATED TREES. THE CONTRACTOR SHALL REPLACE, AT NO COST TO OWNER, PLANT MATERIAL INDICATED AS EXISTING ON PLANS THAT IS DAMAGED OR ALLOWED TO DIE AS A RESULT OF THE NEGLIGENCE OF THE CONTRACTOR.
- ALL CONTAINER PLANTS MUST BE PLANTED WITHIN 3 WORKING DAYS FOLLOWING DELIVERY TO THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND PROTECTING ALL PLANTS AND MATERIALS STORED ON-SITE.
- CONTAINER PLANTS LOCATIONS SHALL BE FLAGGED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER, THE CONTRACTOR SHALL ACQUIRE FINAL APPROVAL FROM THE ENGINEER PRIOR TO EXCAVATING PLANTING HOLES.
- TREES SHALL NOT BE PLANTED WITHIN 5 FEET OF A WATER MAIN OR IRRIGATION MAIN LINE AS MEASURED FROM THE EDGE OF THE TRUNK AND 10 FEET FROM A CART PATH.
- PLANTING SHALL ONLY OCCUR WHEN ENVIRONMENTAL CONDITIONS ARE FAVORABLE FOR SUCH ACTIVITIES, BASED ON STANDARD HORTICULTURAL PRACTICES. PLANTING OR SEEDING SHALL NOT TAKE PLACE IF TEMPERATURES ARE UNSEASONABLY HIGH OR IF THE SITE IS EXCESSIVELY WET OR MUDDY.
- CONTAINER PLANTS SHALL BE PLANTED PER DETAIL(S), AND SHALL BE WATERED IN THOROUGHLY IMMEDIATELY AFTER BEING PLANTED.
- A 4 INCH LAYER OF BARK MULCH SHALL BE APPLIED THROUGHOUT ALL PLANING AREAS AFTER ALL PLANT INSTALLATION HAS CONCLUDED.
- CONTRACTOR SHALL MAINTAIN ALL PLANTING WORK FOR A PERIOD OF 180 CONTINUOUS CALENDAR DAYS (PLANT MAINTENANCE PERIOD). THE 180 DAY MAINTENANCE PERIOD SHALL BEGIN IMMEDIATELY FOLLOWING THE FINAL ACCEPTANCE OF THE INSTALLATION.

CITY MITIGATION RESTORATION PLANING PROGRAM										
SYMBOL	PLANTING ZONE	DETAIL REFERENCE	SPECIES NAME		AVERAGE PLANT SPACING (FEET ON-CENTER)	PERCENTAGE OF PLANT PALETTE	CONTAINER PLANT		PLANTING NOTES	
			BOTANICAL NAME	COMMON NAME			SIZE	QUANTITY		
	OAK WOODLAND UNDERSTORY (0.107 AC)	4/D-4 2/D-5 3/D-5	ARTEMISIA DOUGLASIANA	MUGWORT	2'O.C WITHIN CLUSTERS, 15' O.C. BETWEEN CLUSTERS	30	TREEBAND	135	PLANT IN CLUSTERS OF 3	
			LEYMUS TRITICOIDES	CREEPING WILDRYE	2'O.C WITHIN CLUSTERS, 15' O.C. BETWEEN CLUSTERS	50	TREEBAND	225	PLANT IN CLUSTERS OF 3	
			3/D-4, 1/D-5	RHAMNUS CALIFORNICA	COFFEEBERRY	8' O.C.	20	1-GAL	105	
	OAK WOODLAND (0.107 AC)	2/D-4, 1/D-5	3/D-4, 1/D-5	CERCIS OCCIDENTALIS	WESTERN REDBUD	8' O.C.	20	TREEPOT 4	96	
			2/D-4, 1/D-5	QUERCUS LOBATA	VALLEY OAK	8' O.C.	45	TREEPOT 4	217	
			2/D-4, 1/D-5	QUERCUS WISLIZENII	INTERIOR LIVE OAK	8' O.C.	35	TREEPOT 4	169	
	OAK WOODLAND	1/D-4	QUERCUS LOBATA	VALLEY OAK	PER PLANS		15-GAL	22		
			QUERCUS WISLIZENII	INTERIOR LIVE OAK	PER PLANS		15-GAL	22		

NOTE: CITY MITIGATION REQUIRES REPLACEMENT OF 478" DBH. THIS PLAN HAS 526" OF TREE REPLACEMENT TO ALLOW FOR 10% MORTALITY. EACH TREEPOT 4 PLANT AND EACH 15-GALLON PLANT IS EQUIVALENT TO 1-INCH TREE REPLACEMENT MITIGATION.

3/12/2014 3:14:58 PM 19446 FILE: G:\CAD\Projects\David\transloc\00489-08\_RosevilleBridge\Plans\P-1.dgn

REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

FIELD BOOK N/A	<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS	
SCALE HORIZ. _____ VERT. _____	DRAWN BY: A. ANGIER DATE: MAR 2014	DESIGNED BY: K. LANTZ P.L.A. 5400 DATE: MAR 2014
	CHECKED BY: K. LANTZ P.L.A. 5400 DATE: MAR 2014	

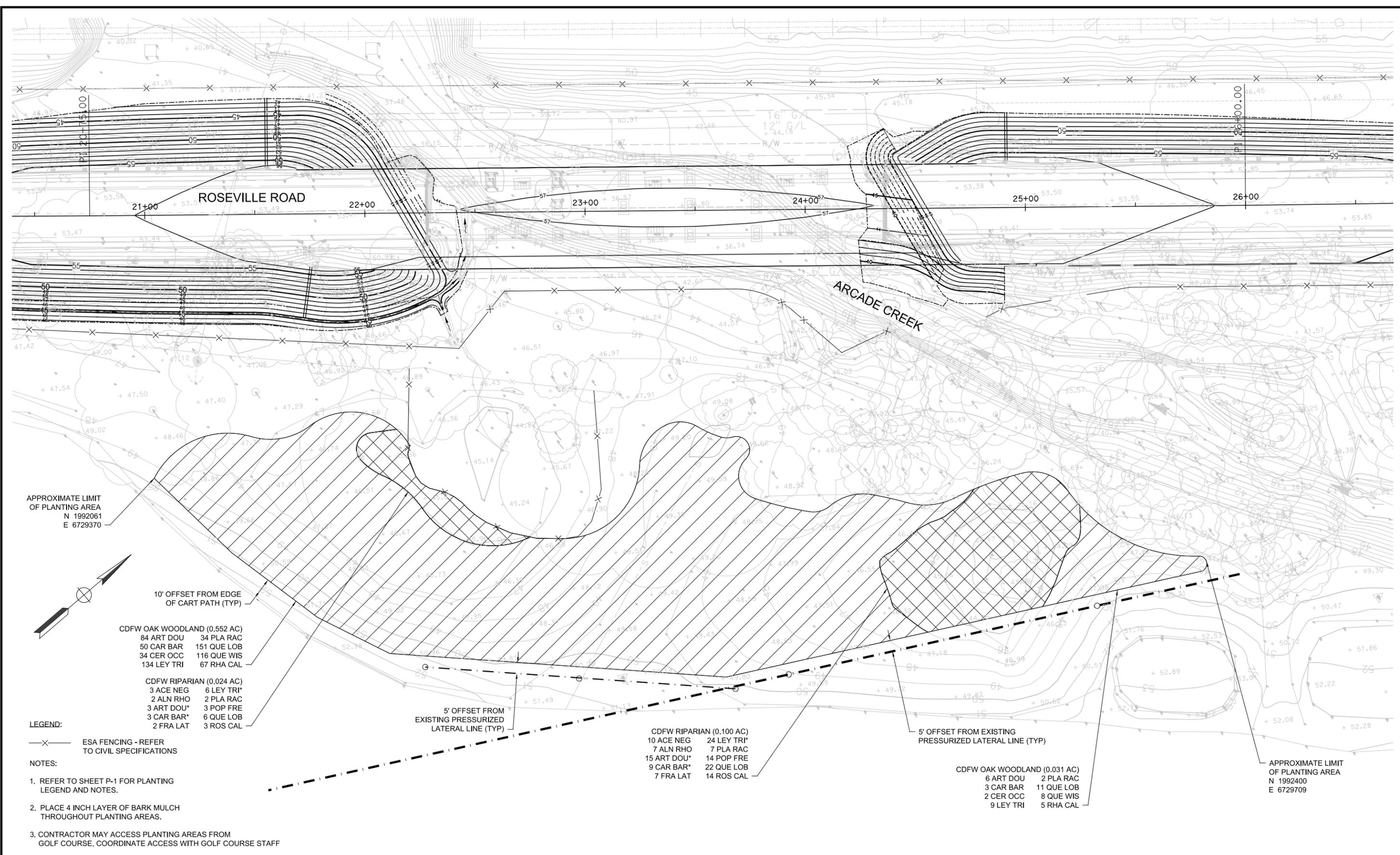
**ICF INTERNATIONAL**  
630 K Street, Suite 400, Sacramento, CA 95814

**IMPROVEMENT PLANS FOR**  
**ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT**  
**PLANTING NOTES AND PROGRAM**

SHEET  
P-1  
61

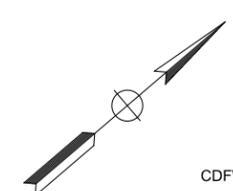
PN: 15068500

RELATIVE BORDER SCALE  
1/8" = 10'



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APPROXIMATE LIMIT OF PLANTING AREA  
N 1992061  
E 6729370



- 10' OFFSET FROM EDGE OF CART PATH (TYP)
- CDFW OAK WOODLAND (0.552 AC)  
84 ART DOU 34 PLA RAC  
50 CAR BAR 151 QUE LOB  
34 CER OCC 116 QUE WIS  
134 LEY TRI 67 RHA CAL
- CDFW RIPARIAN (0.024 AC)  
3 ACE NEG 6 LEY TRI\*  
2 ALN RHO 2 PLA RAC  
3 ART DOU\* 3 POP FRE  
3 CAR BAR\* 6 QUE LOB  
2 FRA LAT 3 ROS CAL

LEGEND:  
—X— ESA FENCING - REFER TO CIVIL SPECIFICATIONS

- NOTES:
- REFER TO SHEET P-1 FOR PLANTING LEGEND AND NOTES.
  - PLACE 4 INCH LAYER OF BARK MULCH THROUGHOUT PLANTING AREAS.
  - CONTRACTOR MAY ACCESS PLANTING AREAS FROM GOLF COURSE, COORDINATE ACCESS WITH GOLF COURSE STAFF

5' OFFSET FROM EXISTING PRESSURIZED LATERAL LINE (TYP)

- CDFW RIPARIAN (0.100 AC)  
10 ACE NEG 24 LEY TRI\*  
7 ALN RHO 7 PLA RAC  
15 ART DOU\* 14 POP FRE  
9 CAR BAR\* 22 QUE LOB  
7 FRA LAT 14 ROS CAL

5' OFFSET FROM EXISTING PRESSURIZED LATERAL LINE (TYP)

- CDFW OAK WOODLAND (0.031 AC)  
6 ART DOU 2 PLA RAC  
3 CAR BAR 11 QUE LOB  
2 CER OCC 8 QUE WIS  
9 LEY TRI 5 RHA CAL

APPROXIMATE LIMIT OF PLANTING AREA  
N 1992400  
E 6729709

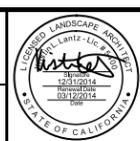
REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	
ELEV.	54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

FIELD BOOK
N/A
SCALE
HORIZ. 1"=20'
VERT. _____

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

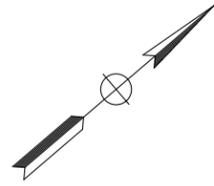
DRAWN BY: A. ANGIER	DESIGNED BY: K. LANTZ	CHECKED BY: K. LANTZ
DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014



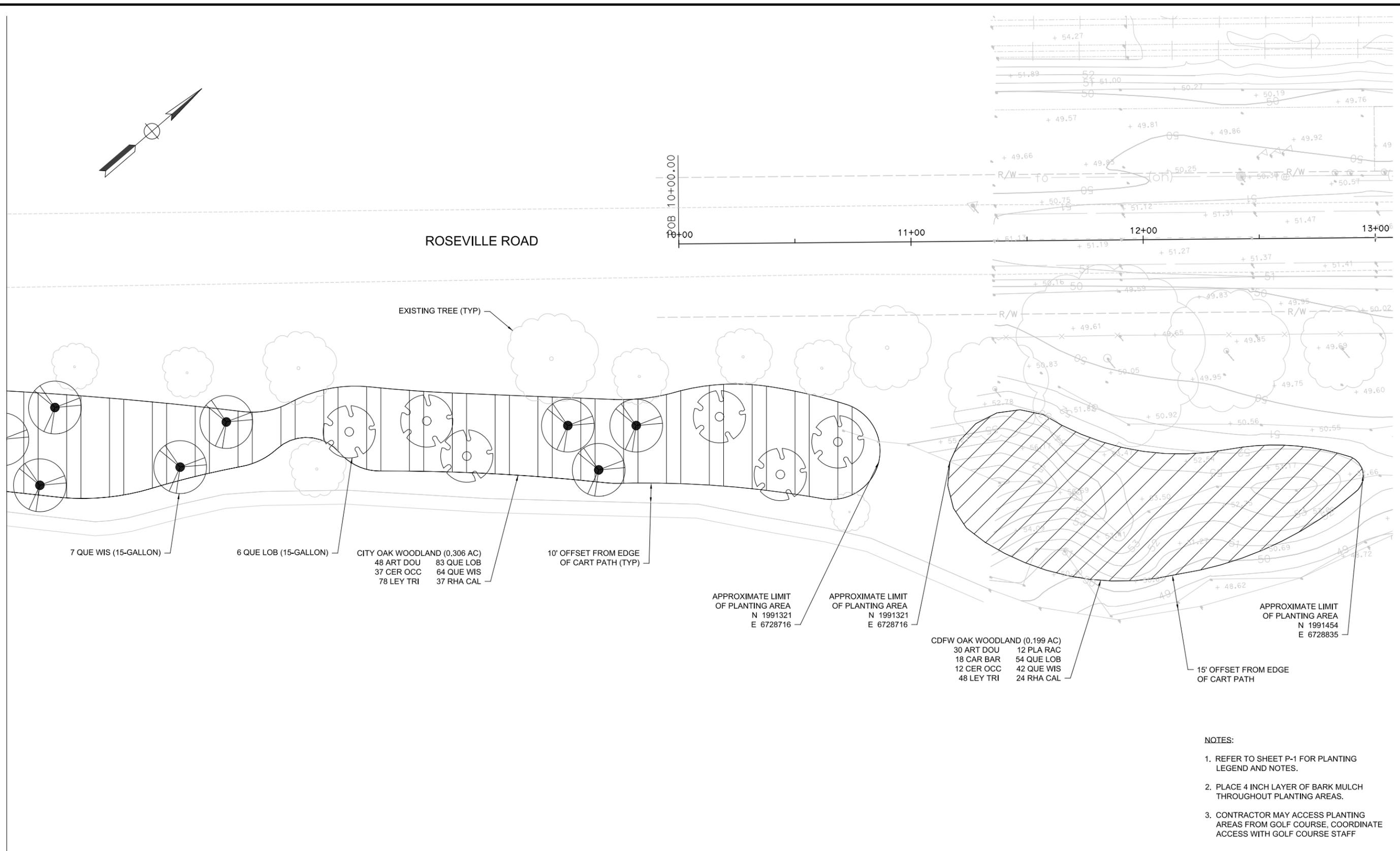
IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
PLANTING PLAN - CDFW MITIGATION SITE

SHEET  
P-2  
61  
PN: 151068500

RELATIVE BORDER SCALE  
1/8" = 1' IN INCHES



MATCH LINE  
SEE SHEET P-4



7 QUE WIS (15-GALLON)

6 QUE LOB (15-GALLON)

CITY OAK WOODLAND (0.306 AC)  
48 ART DOU 83 QUE LOB  
37 CER OCC 64 QUE WIS  
78 LEY TRI 37 RHA CAL

10' OFFSET FROM EDGE  
OF CART PATH (TYP)

APPROXIMATE LIMIT  
OF PLANTING AREA  
N 1991321  
E 6728716

APPROXIMATE LIMIT  
OF PLANTING AREA  
N 1991321  
E 6728716

CDFW OAK WOODLAND (0.199 AC)  
30 ART DOU 12 PLA RAC  
18 CAR BAR 54 QUE LOB  
12 CER OCC 42 QUE WIS  
48 LEY TRI 24 RHA CAL

15' OFFSET FROM EDGE  
OF CART PATH

APPROXIMATE LIMIT  
OF PLANTING AREA  
N 1991454  
E 6728835

NOTES:

- REFER TO SHEET P-1 FOR PLANTING LEGEND AND NOTES.
- PLACE 4 INCH LAYER OF BARK MULCH THROUGHOUT PLANTING AREAS.
- CONTRACTOR MAY ACCESS PLANTING AREAS FROM GOLF COURSE. COORDINATE ACCESS WITH GOLF COURSE STAFF

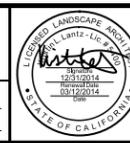
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REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20'
VERT.	

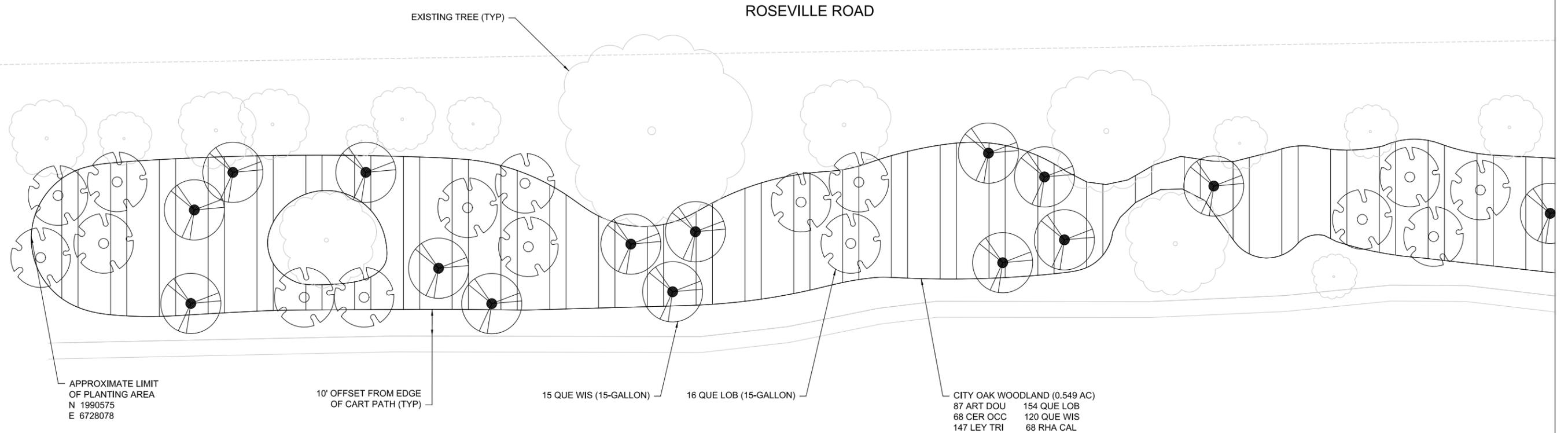
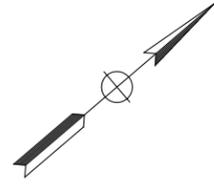
<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS		
DRAWN BY: A. ANGIER	DESIGNED BY: K. LANTZ	CHECKED BY: K. LANTZ
DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014



IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT PLANTING PLAN - CDFW AND CITY MITIGATION SITES	
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PN: 151068500	SHEET P-3
61	61

RELATIVE BORDER SCALE  
IS IN INCHES



MATCH LINE  
SEE SHEET P-3

NOTES:

1. REFER TO SHEET P-1 FOR PLANTING LEGEND AND NOTES.
2. PLACE 4 INCH LAYER OF BARK MULCH THROUGHOUT PLANTING AREAS.
3. CONTRACTOR MAY ACCESS PLANTING AREAS FROM GOLF COURSE, COORDINATE ACCESS WITH GOLF COURSE STAFF

3/12/2014 3:29:24 PM 19446 FILE: G:\CAD\Projects\DavidEvans\asoc\00489-08\_RosevilleBridge\Plans\P-4.dgn

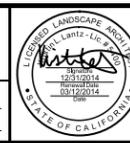
REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20'
VERT.	

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

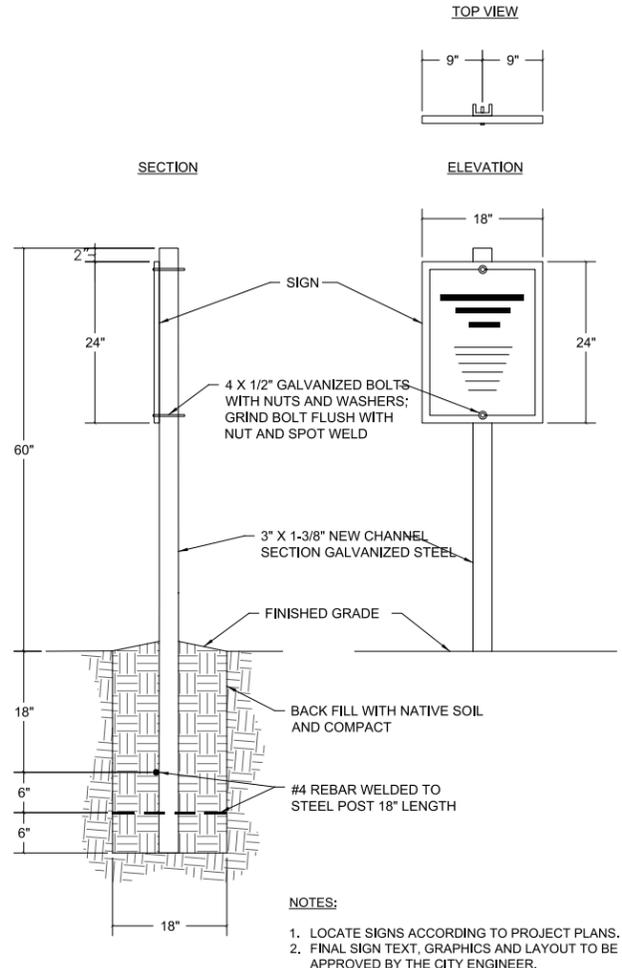
DRAWN BY: A. ANGIER	DESIGNED BY: K. LANTZ	CHECKED BY: K. LANTZ
DATE MAR 2014	P.L.A. 5400 DATE MAR 2014	P.L.A. 5400 DATE MAR 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
PLANTING PLAN - CITY MITIGATION SITE

PN: 15068500  
SHEET P-4  
10 of 698  
61

RELATIVE BORDER SCALE IS IN INCHES



- NOTES:
1. LOCATE SIGNS ACCORDING TO PROJECT PLANS.
  2. FINAL SIGN TEXT, GRAPHICS AND LAYOUT TO BE APPROVED BY THE CITY ENGINEER.

- NOTES:
1. CENTER ALL TEXT HORIZONTALLY ON SIGN.
  2. FINAL SIGN TEXT, GRAPHICS AND LAYOUT TO BE APPROVED BY THE CITY ENGINEER.

1 INFORMATIONAL SIGN  
D-1 NOT TO SCALE

SIGN PANEL LAYOUT

3/12/2014 3:45:15 PM 19446 FILE: G:\CAD\Projects\DavidEvans\00489-08\_RosevilleBridge\Plans\D-1.dgn

REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION:	
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88	
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

FIELD BOOK	N/A
SCALE	
HORIZ.	
VERT.	

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

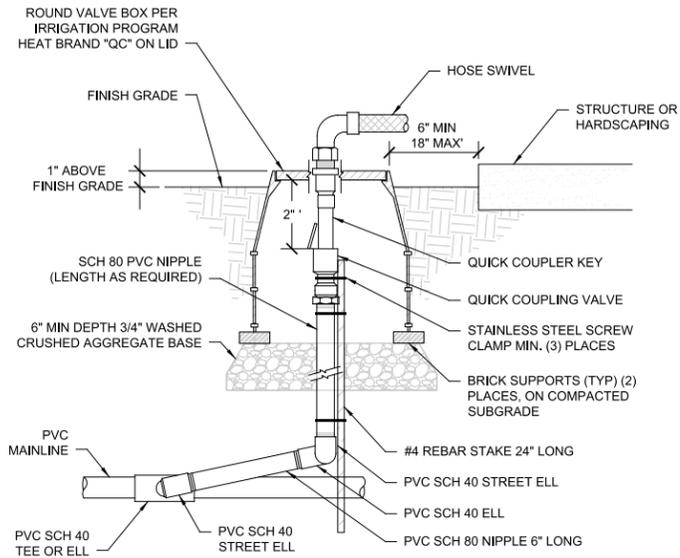
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DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
MISCELLANEOUS DETAILS

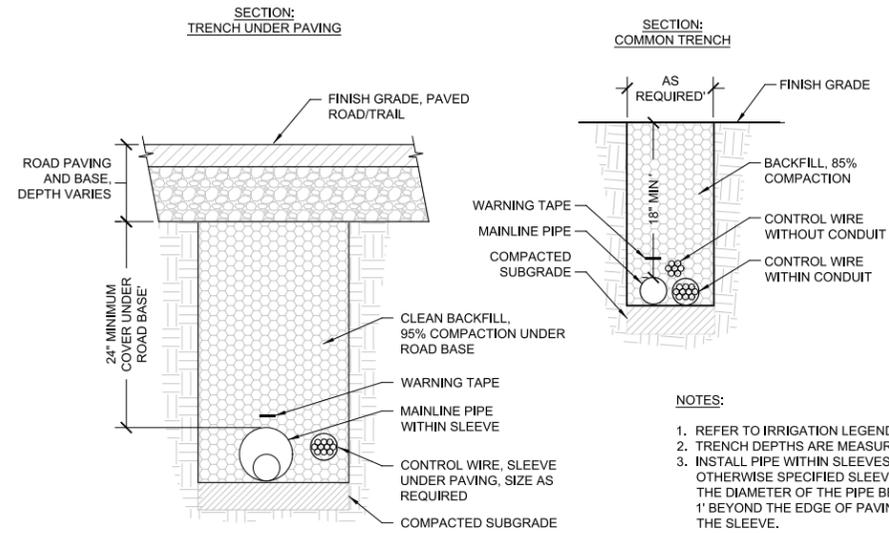
PN: 15068500  
SHEET D-1  
61 of 698

RELATIVE BORDER SCALE  
15" IN INCHES

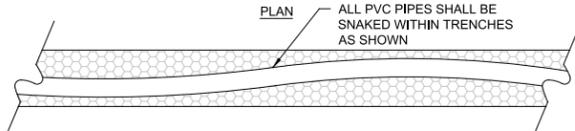


- NOTES:
1. REFER TO IRRIGATION LEGEND FOR MANUFACTURERS AND MODELS.
  2. INSTALL QUICK COUPLING VALVE IN PLANTING BEDS WHEREVER POSSIBLE.
  3. INSTALL VALVE BOX SO THAT TOP OF BOX IS FLUSH WITH ADJACENT HARDSCAPE.
  4. USE TEFLON TAPE ON ALL THREADED FITTINGS.
  5. PLACE 3/4" DRAIN ROCK PRIOR TO INSTALLING VALVE BOX.
  6. REFER TO SPECIFICATIONS AND PLAN SHEETS FOR ADDITIONAL INFORMATION.

1 QUICK COUPLING VALVE  
D-2 NOT TO SCALE



- NOTES:
1. REFER TO IRRIGATION LEGEND FOR MANUFACTURERS AND MODELS.
  2. TRENCH DEPTHS ARE MEASURED FROM TOP OF FINISHED GRADE.
  3. INSTALL PIPE WITHIN SLEEVES PER PLANS UNDER PAVING. UNLESS OTHERWISE SPECIFIED SLEEVE SIZE SHALL BE A MINIMUM OF TWICE THE DIAMETER OF THE PIPE BEING SLEEVED. SLEEVES SHALL EXTEND 1' BEYOND THE EDGE OF PAVING OR BACK OF CURB NECESSITATING THE SLEEVE.
  3. ALL PIPE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION SPECIFICATIONS.
  4. CONTROL WIRES SHALL BE BUNDLED AND TAPED 10' ON CENTER AND PLACED IN TRENCH, TIE A 24" LOOP IN ALL WIRING AT CHANGES IN DIRECTION OF 30 DEGREES OR GREATER, UNTIE ONCE CONNECTIONS HAVE BEEN MADE.
  4. BACKFILL TRENCHES, AFTER SYSTEM HAS BEEN CHARGED TO TEST FOR LEAKS, WITH CLEAN BACKFILL.
  5. REFER TO SPECIFICATIONS AND PLAN SHEETS FOR ADDITIONAL INFORMATION.



2 PIPE TRENCHING  
D-2 NOT TO SCALE

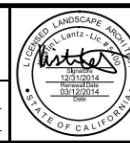
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REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

FIELD BOOK	N/A
SCALE	
HORIZ.	
VERT.	

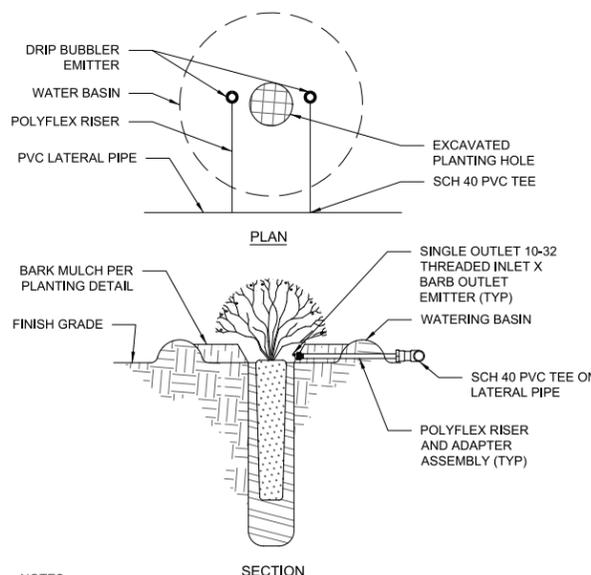
<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS		
DRAWN BY: A. ANGIER	DESIGNED BY: K. LANTZ	CHECKED BY: K. LANTZ
DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014



IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT IRRIGATION DETAILS	
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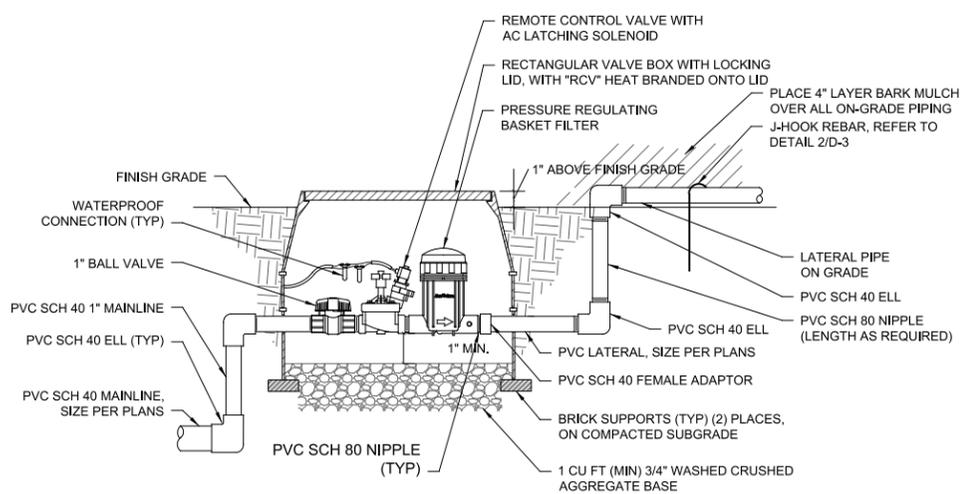
PN: 15068500	SHEET D-2
61	61

RELATIVE BORDER SCALE IS IN INCHES



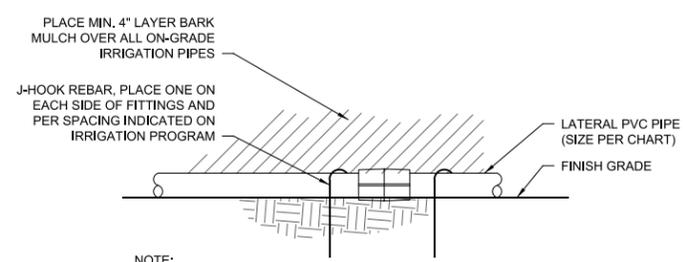
- NOTES:**
1. INSTALL 2 PER SMALL CONTAINER PLANT ON OPPOSITE SIDES OF PLANT
  2. INSTALL 3 PER CLUSTER AND 3 PER 15-GALLON PLANT EVENLY SPACED AROUND CLUSTER
  3. EMITTER SHALL BE 2" TO 4" AWAY FROM ROOTBALL
  4. ON SLOPES, PLACE EMITTERS ON UPHILL SIDE OF ROOTBALL
  5. REFER TO IRRIGATION LEGEND FOR MANUFACTURERS AND MODELS AND NUMBER OF EMITTERS TO INSTALL AT EACH LOCATION.
  6. REFER TO SPECIFICATIONS AND PLAN SHEETS FOR ADDITIONAL INFORMATION.

1 DRIP EMITTER  
D-3 NOT TO SCALE



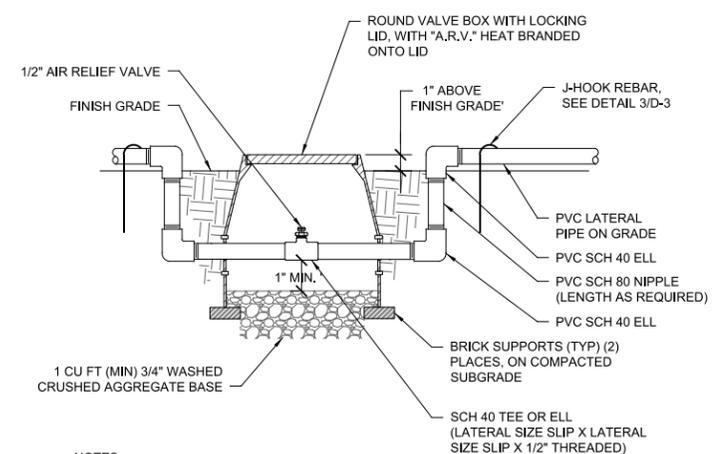
- NOTES:**
1. REFER TO IRRIGATION LEGEND FOR MANUFACTURERS AND MODELS.
  2. INSTALL VALVE BOX SO THAT TOP OF BOX IS FLUSH WITH ADJACENT HARDSCAPE
  3. USE TEFLON TAPE ON ALL THREADED FITTINGS.
  4. PLACE 3/4" DRAIN ROCK PRIOR TO INSTALLING VALVE BOX
  5. REFER TO SPECIFICATIONS AND PLAN SHEETS FOR ADDITIONAL INFORMATION.

2 CONTROL VALVE WITH FILTER AND BALL VALVE  
D-3 NOT TO SCALE



- NOTE:**
1. LATERAL PIPE SHALL BE STAKED TO BARE GROUND; REMOVE ANY HERBACEOUS MATERIAL BETWEEN TUBING AND BARE GROUND.
  2. ON SLOPES, PLACE PIPE PARALLEL TO CONTOURS.

3 ON-GRADE LATERAL PVC PIPE  
D-3 NOT TO SCALE



- NOTES:**
1. REFER TO IRRIGATION LEGEND FOR MANUFACTURERS AND MODELS.
  2. INSTALL AIR RELIEF VALVE AT HIGHEST POINT IN ZONE.
  3. INSTALL VALVE BOX SO THAT TOP OF BOX IS FLUSH WITH ADJACENT HARDSCAPE
  4. USE TEFLON TAPE ON ALL THREADED FITTINGS.
  5. PLACE 3/4" DRAIN ROCK PRIOR TO INSTALLING VALVE BOX
  6. REFER TO SPECIFICATIONS AND PLAN SHEETS FOR ADDITIONAL INFORMATION.

4 AIR RELIEF VALVE  
D-3 NOT TO SCALE

3/12/2014 2:20:13 PM 19446 FILE: G:\CAD\Projects\David\Evans\00489-08\_RosevilleBridge\Plans\1-D-3.dgn

REVISIONS				BENCH MARK		FIELD BOOK	
NO.	DESCRIPTION	DATE	BY	ELEV.	DESCRIPTION	N/A	SCALE
				54.58	All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
					Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

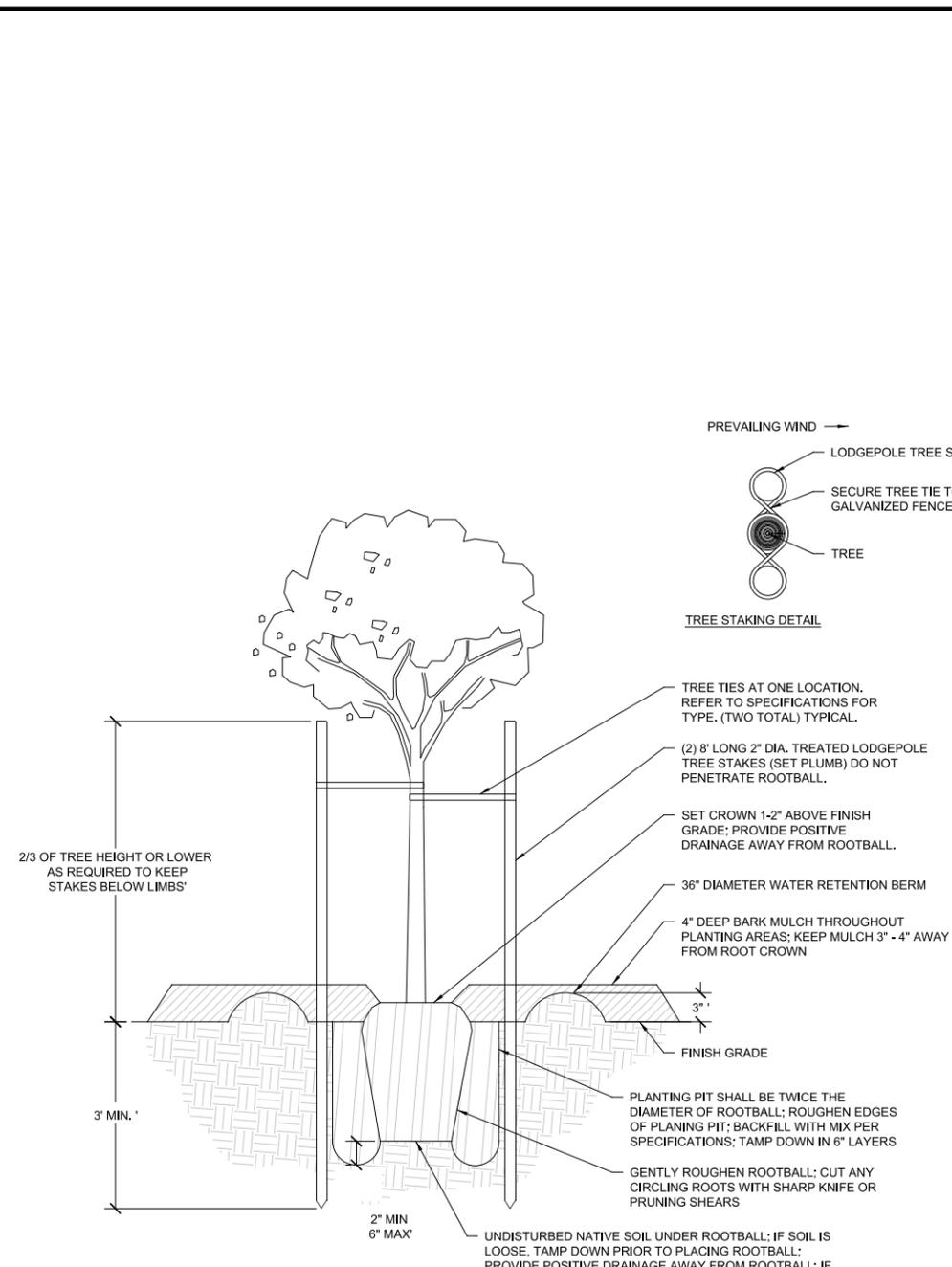
DRAWN BY: A. ANGIER	DESIGNED BY: K. LANTZ	CHECKED BY: K. LANTZ
DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014

630 K Street, Suite 400, Sacramento, CA 95814

IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
IRRIGATION DETAILS CONTINUED

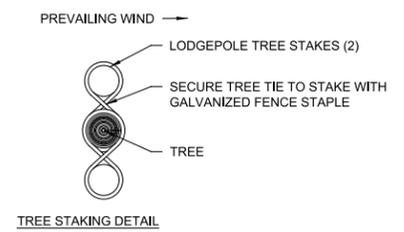
RELATIVE BORDER SCALE IS IN INCHES

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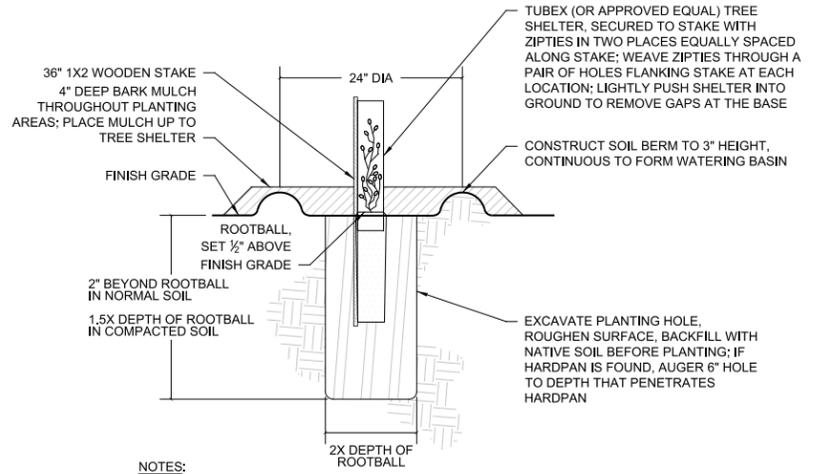


- NOTES:
1. PROVIDE WEED FREE ZONE AROUND PLANTING SITE ACCORDING TO THE SPECIFICATIONS.
  2. REFER TO SPECIFICATIONS AND PLAN SHEETS FOR ADDITIONAL INFORMATION.
  3. LEAVE THE SMALL BRANCHES ON THE TREE. REMOVE THEM IF THE BRANCH LOCATION IS NOT SUITABLE FOR PERMANENT BRANCHES, 1" OR GREATER IN DIAMETER. DO NOT TOP THE TREE.
  4. REMOVE ALL NURSERY STAKES
  5. WATER THOROUGHLY

1 15-GALLON TREE  
D-4 NOT TO SCALE

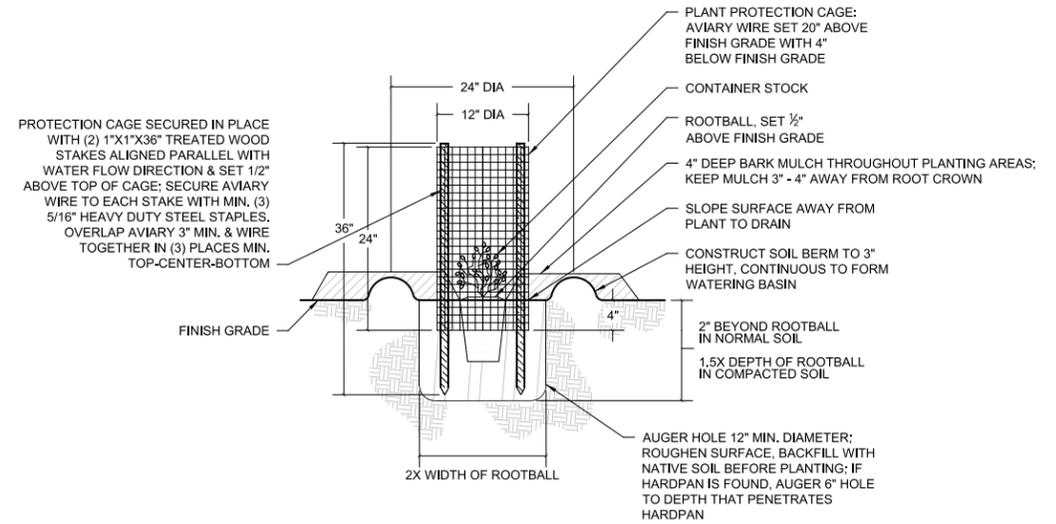


TREE STAKING DETAIL



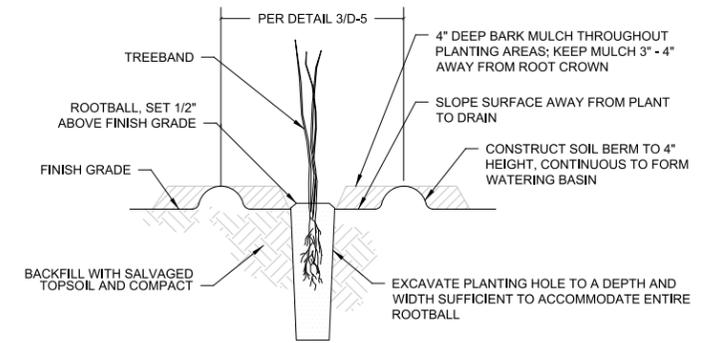
- NOTES:
1. PROVIDE WEED FREE ZONE AROUND PLANTING SITE ACCORDING TO THE SPECIFICATIONS.
  2. FOR PLANTING ON SLOPES, SET PROTECTION SHELTER AND STAKE VERTICAL.
  3. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.

2 TREE SEEDLING WITH TUBEX TREE SHELTER  
D-4 NOT TO SCALE



- NOTES:
1. PROVIDE WEED FREE ZONE, AROUND PLANTING SITE ACCORDING TO THE SPECIFICATIONS.
  2. AVIARY WIRE SHALL BE 1/2" WIRE MESH x 24" HT.
  3. SET STAKES PARALLEL ON OPPOSITE SIDES OF THE CAGE.
  4. FOR PLANTINGS ON SLOPES, SET CAGE AND STAKES VERTICAL. FIELD ADJUST HEIGHT TO ACCOMMODATE SLOPES AS PER THE RESTORATION SPECIALIST'S DIRECTION.
  5. REFER TO THE PROJECT PLANS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

3 CONTAINER PLANTING WITH PLANT CAGE  
D-4 NOT TO SCALE



- NOTES:
1. PROVIDE WEED FREE ZONE AROUND PLANTING SITE ACCORDING TO THE SPECIFICATIONS.
  2. REFER TO DETAIL 3 SHEET D-5 FOR CLUSTER PLATING AND BASIN LAYOUT.
  3. REFER TO SPECIFICATIONS AND PLAN SHEETS FOR ADDITIONAL INFORMATION.

4 TREEBAND PLANTING  
D-4 NOT TO SCALE

REVISIONS				BENCH MARK		FIELD BOOK
NO.	DESCRIPTION	DATE	BY	ELEV.		N/A
				54.58		
				DESCRIPTION:		SCALE
				All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		HORIZ. _____
				Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		VERT. _____

CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: A. ANGIER  
DATE: MAR 2014

DESIGNED BY: K. LANTZ  
P.L.A. 5400 DATE: MAR 2014

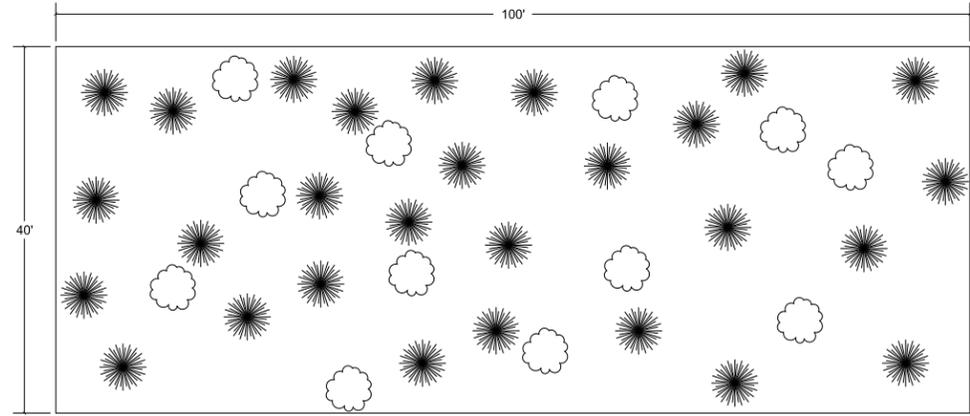
CHECKED BY: K. LANTZ  
P.L.A. 5400 DATE: MAR 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
PLANTING DETAILS

SHEET D-4  
61

RELATIVE BORDER SCALE IS IN INCHES

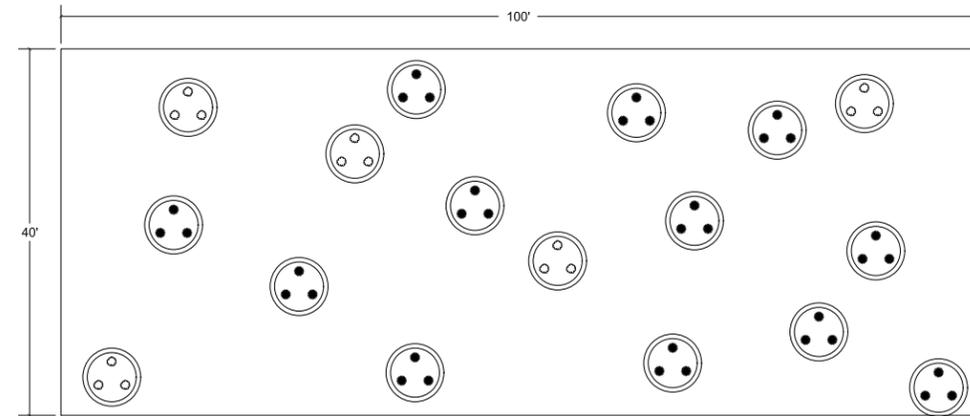


-  SPECIES X, 10 FEET AVERAGE ON-CENTER SPACING, 30% OF PALETTE
-  SPECIES Y, 10 FEET AVERAGE ON-CENTER SPACING, 70% OF PALETTE

NOTES:

1. PLANT LAYOUT SHALL BE RANDOM AND SHALL NOT BE IN LINEAR ROWS.
2. ALL PLANT LOCATIONS SHALL BE FLAGGED AND APPROVED BY THE ENGINEER PRIOR TO PLANTING.

1 GENERIC RANDOM PLANT LAYOUT FOR INDIVIDUAL PLANTS  
D-5 NOT TO SCALE

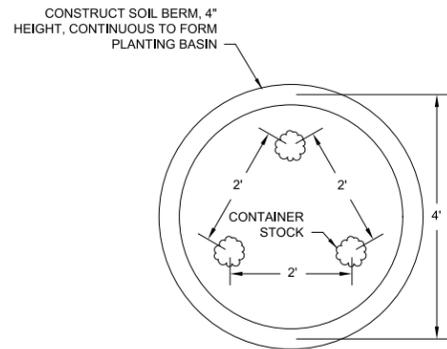


-  SPECIES X, CLUSTER OF 3 AT 2 FEET AVERAGE ON-CENTER SPACING, 15 FEET AVERAGE ON-CENTER SPACING BETWEEN CLUSTERS, 30% OF PALETTE
-  SPECIES Y, CLUSTER OF 3 AT 2 FEET AVERAGE ON-CENTER SPACING, 15 FEET AVERAGE ON-CENTER SPACING BETWEEN CLUSTERS, 70% OF PALETTE

NOTES:

1. PLANT LAYOUT SHALL BE RANDOM AND SHALL NOT BE IN LINEAR ROWS.
2. ALL PLANT LOCATIONS SHALL BE FLAGGED AND APPROVED BY THE ENGINEER PRIOR TO PLANTING.

2 GENERIC RANDOM PLANT LAYOUT FOR CLUSTERS  
D-5 NOT TO SCALE



NOTES:

1. CLUSTER PLANTINGS WITH 5 FOOT ON-CENTER SPACING SHALL HAVE INDIVIDUAL BASINS AROUND EACH PLANT.
2. DO NOT INSTALL BASINS IN FLOODPLAIN BENCH OR IN DRAINAGE DITCH PLANTING ZONES.
3. APPLY BARK MULCH TOP-DRESSING TO ALL BASINS, 4" DEPTH, KEEP 3" FROM ROOTCROWNS.
4. PLANT QUANTITIES AND SPACING VARIES BY SPECIES. REFER TO SHEET P-1 FOR ADDITIONAL INFORMATION.
5. PROVIDE WEED FREE ZONE AROUND PLANTING SITE ACCORDING TO THE SPECIFICATIONS.

3 CONTAINER PLANTING IN CLUSTERS WITH 2 FOOT ON-CENTER SPACING  
D-5 NOT TO SCALE

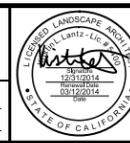
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REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV. 54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)	

FIELD BOOK	N/A
SCALE	
HORIZ.	
VERT.	

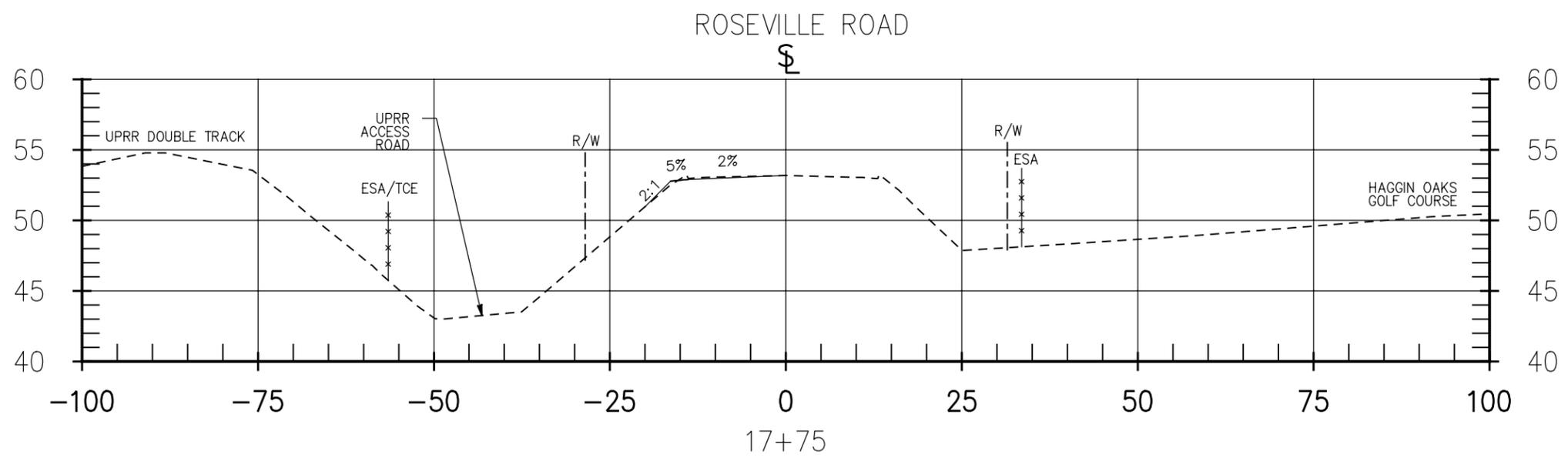
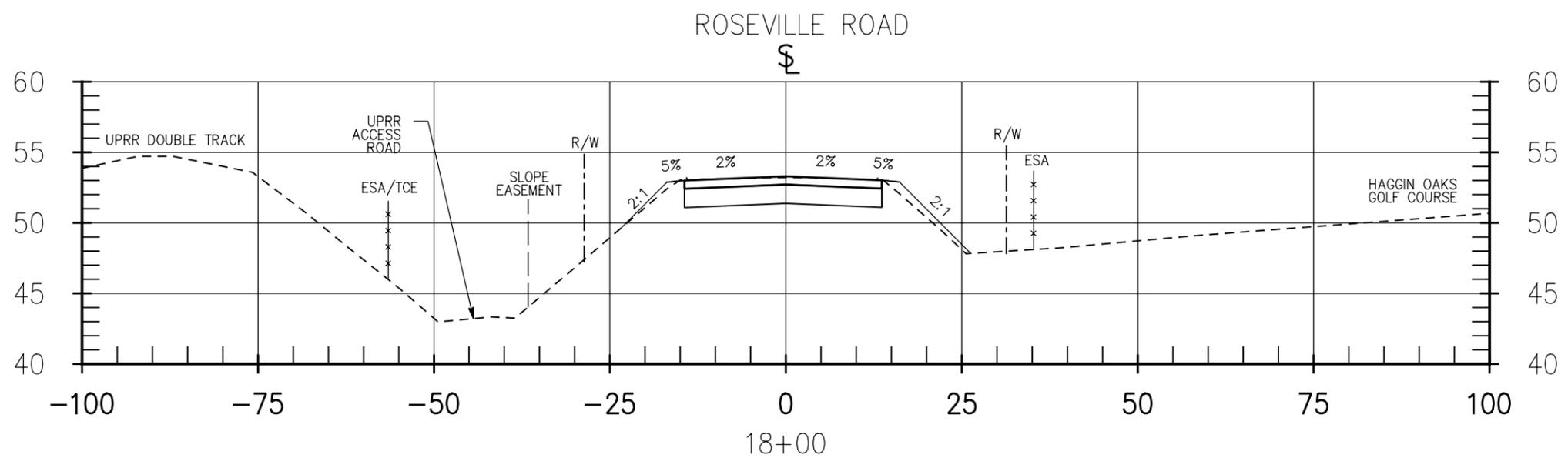
<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS		
DRAWN BY: A. ANGIER	DESIGNED BY: K. LANTZ	CHECKED BY: K. LANTZ
DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014	P.L.A. 5400 DATE: MAR 2014



IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT PLANTING DETAILS CONTINUED
---

PN: 15068500	SHEET D-5
61	61

RELATIVE BORDER SCALE  
1" = 15' IN INCHES



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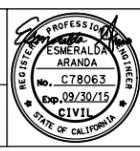
REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20'
	VERT. 1"=2'

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

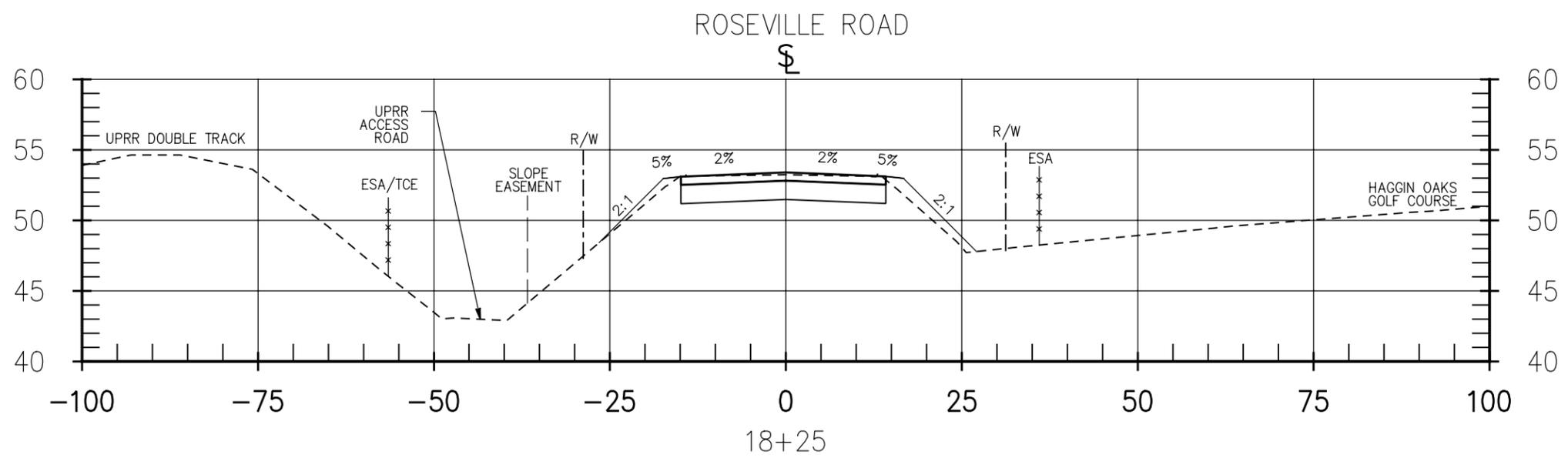
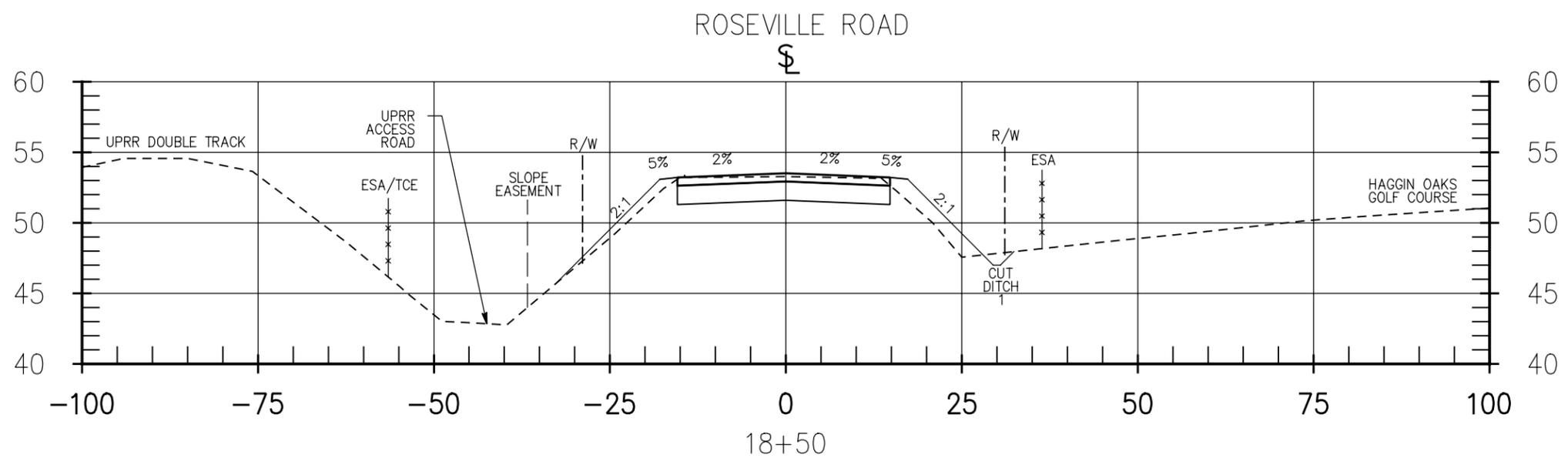
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
CROSS SECTIONS

PN: 15068500  
SHEET XS-1  
176 of 698  
23

RELATIVE BORDER SCALE  
1" = 15' IN INCHES



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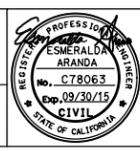
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NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20'
	VERT. 1"=2'

**CITY OF SACRAMENTO**  
**DEPARTMENT OF PUBLIC WORKS**

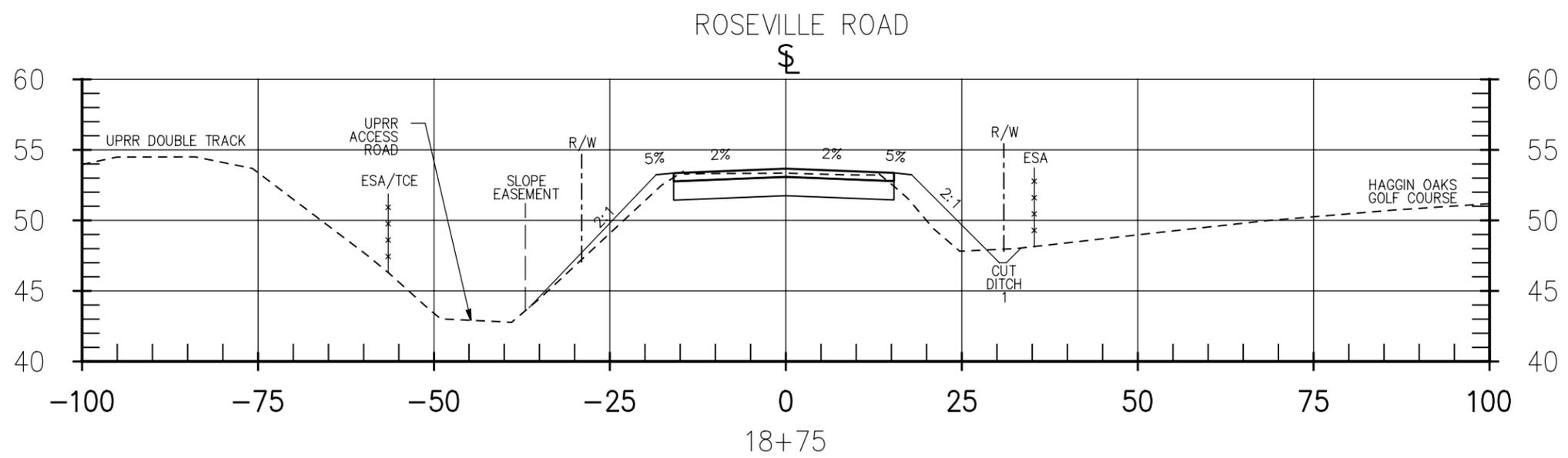
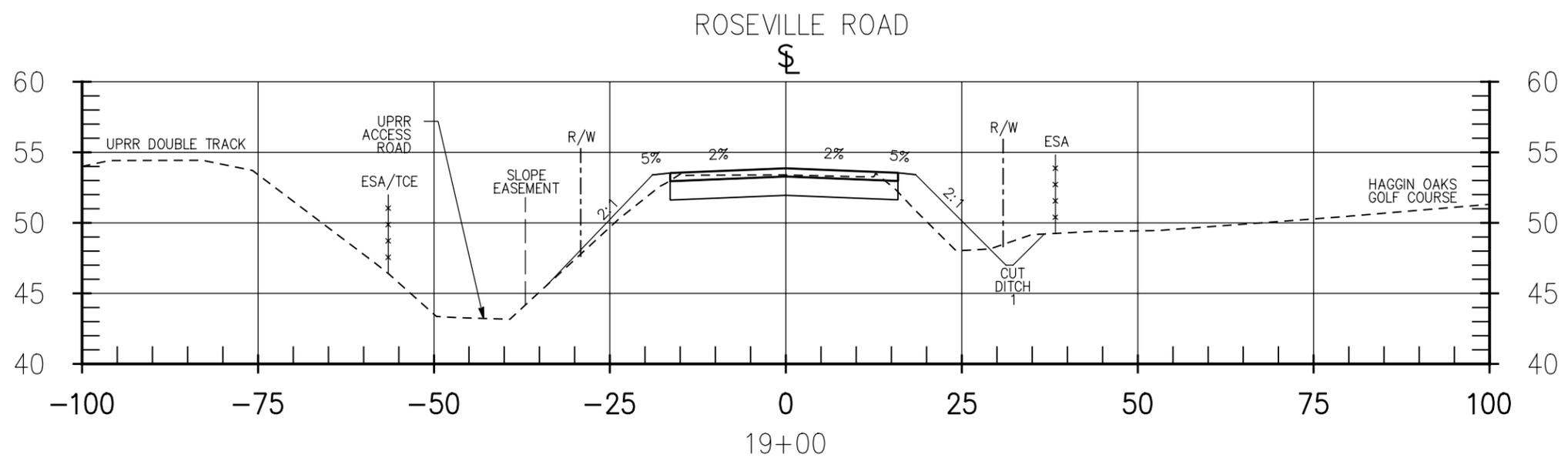
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
CROSS SECTIONS

PN: 15068500  
SHEET XS-2  
177 of 698  
23

RELATIVE BORDER SCALE  
15 IN INCHES



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REVISIONS			
NO.	DESCRIPTION	DATE	BY

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Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

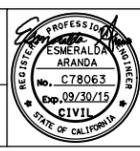
FIELD BOOK	N/A
SCALE	HORIZ. 1"=20'
	VERT. 1"=2'

**CITY OF SACRAMENTO**  
**DEPARTMENT OF PUBLIC WORKS**

DRAWN BY: L. ANDERSEN  
DATE: JAN 2014

DESIGNED BY: J. ARELLANO/E. ARANDA  
R.C.E. C78063 DATE JAN 2014

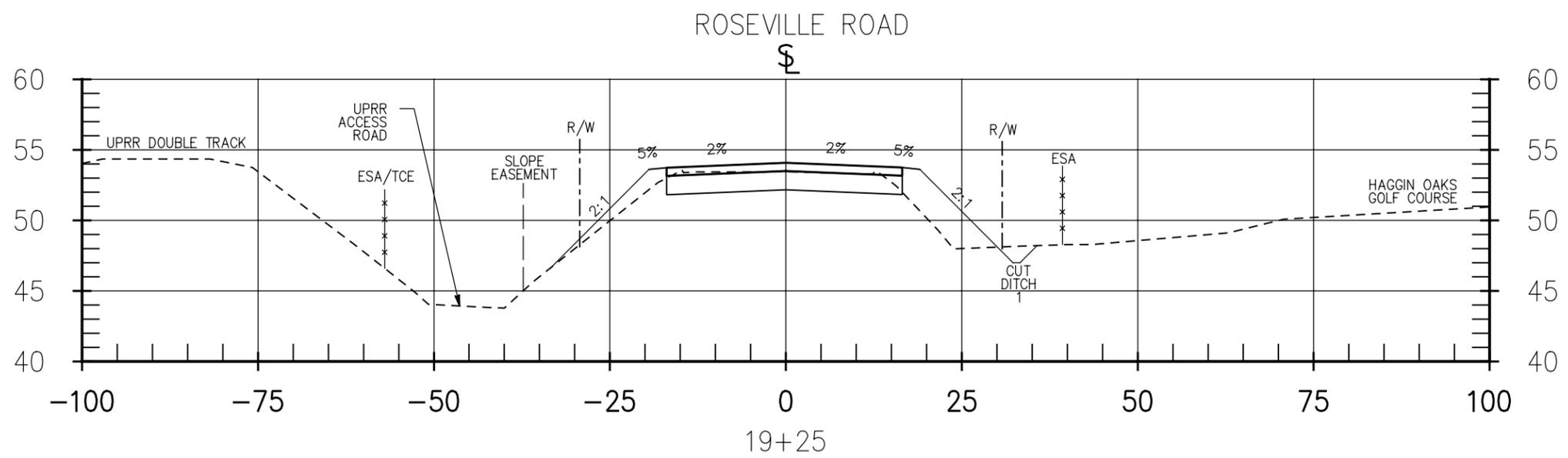
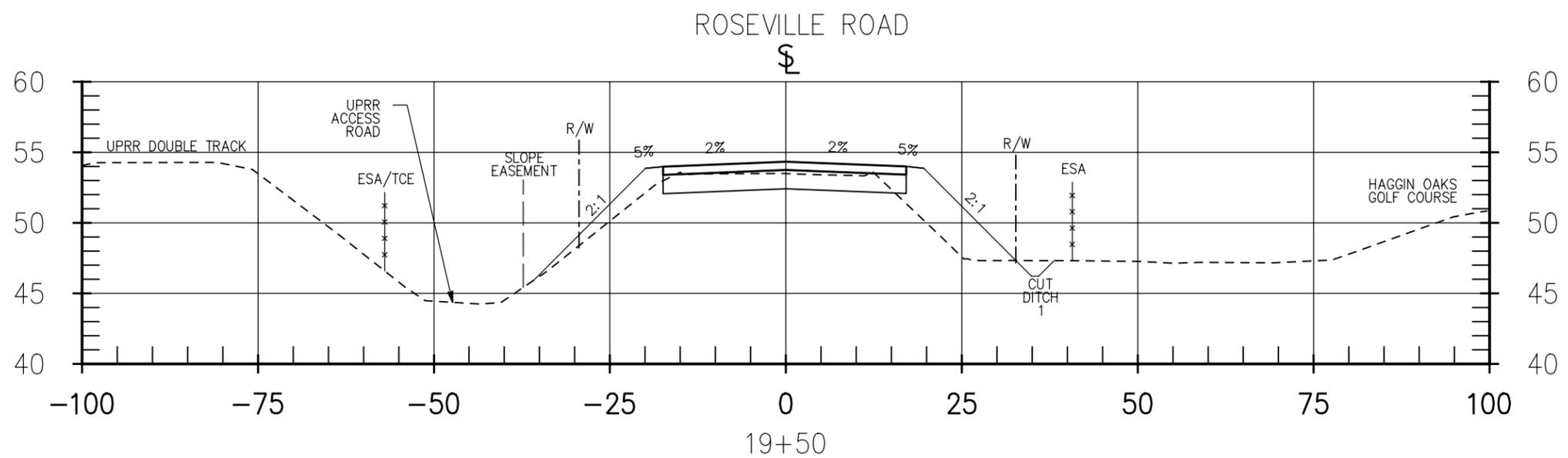
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R.C.E. C60954 DATE JAN 2014



IMPROVEMENT PLANS FOR  
**ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT**  
CROSS SECTIONS

PN 15068500  
SHEET XS-3  
78 of 698  
23

RELATIVE BORDER SCALE  
1" IS IN INCHES



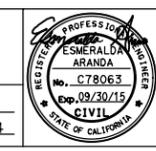
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REVISIONS			
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<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
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Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

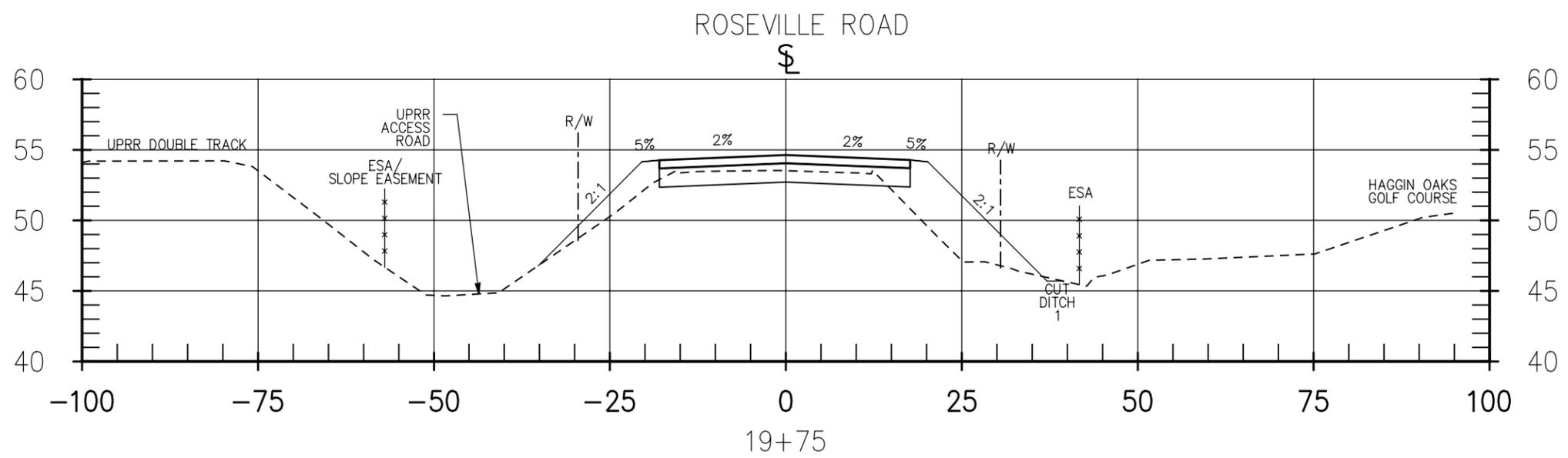
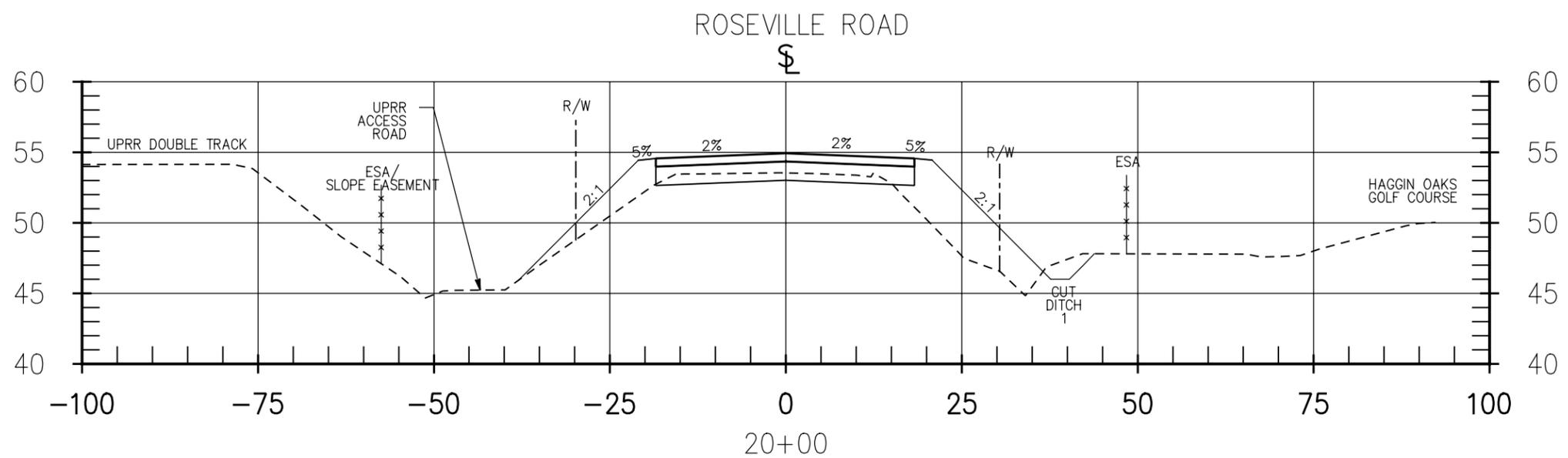
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DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT CROSS SECTIONS
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PN: 15068500	SHEET XS-4
179 of 698	23

RELATIVE BORDER SCALE  
IS IN INCHES



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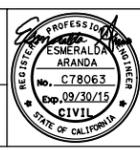
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NO.	DESCRIPTION	DATE	BY

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DESCRIPTION:		
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Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

**CITY OF SACRAMENTO**  
**DEPARTMENT OF PUBLIC WORKS**

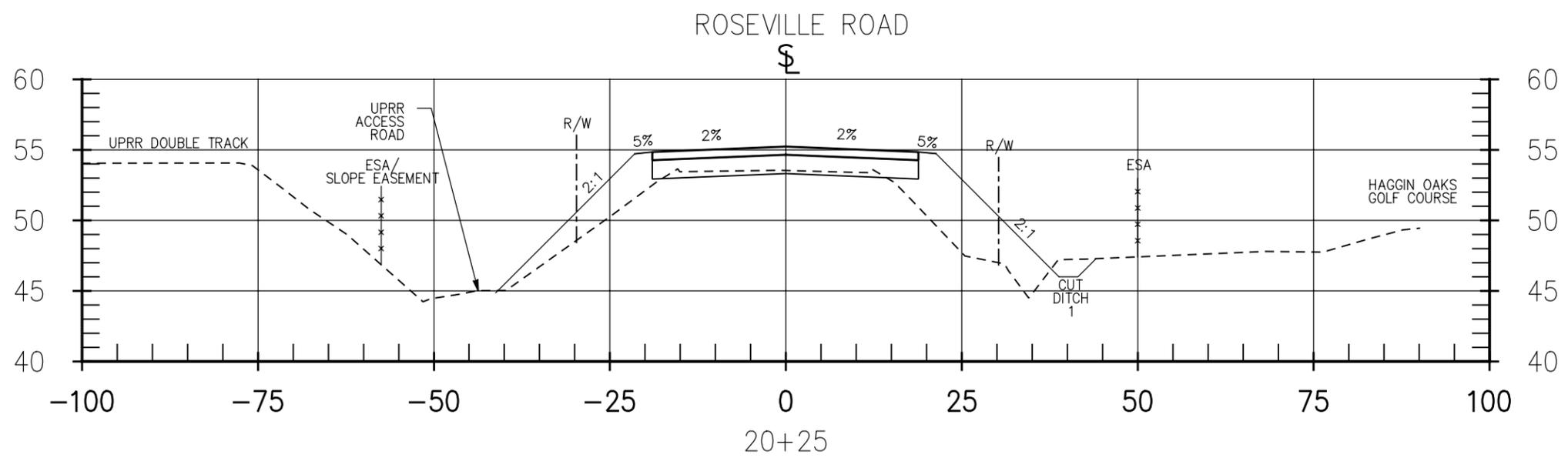
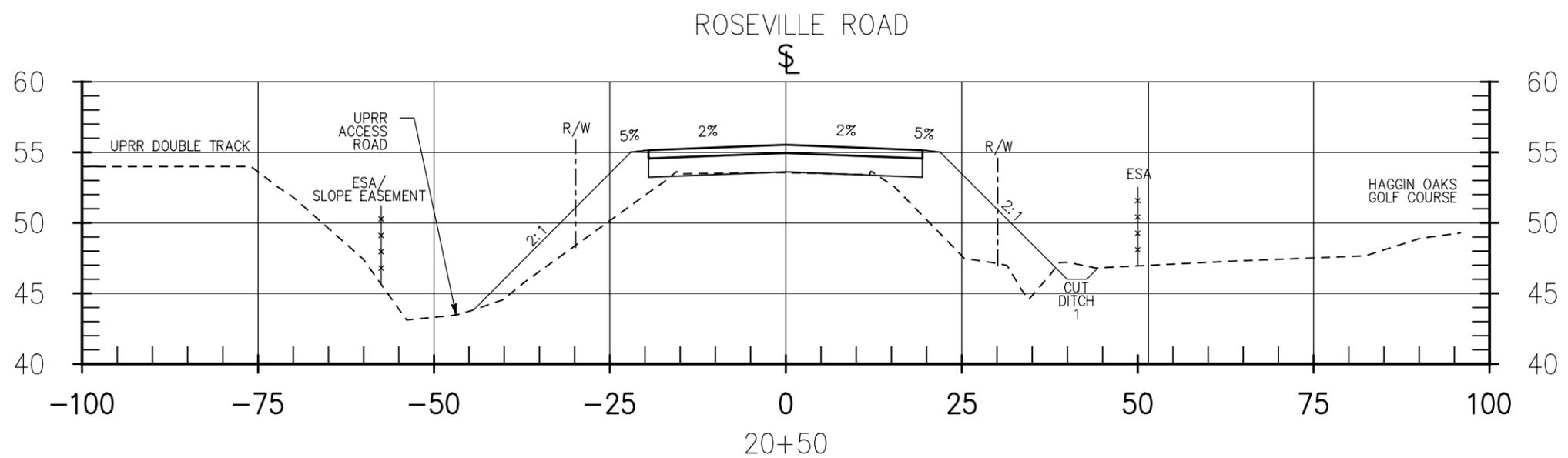
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR  
**ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT**  
CROSS SECTIONS

PN: 15068500  
SHEET XS-5  
580 of 698  
23

RELATIVE BORDER SCALE  
IS IN INCHES



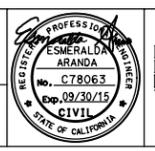
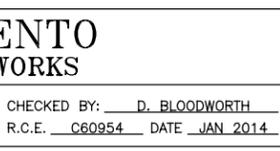
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DESCRIPTION:		
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Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

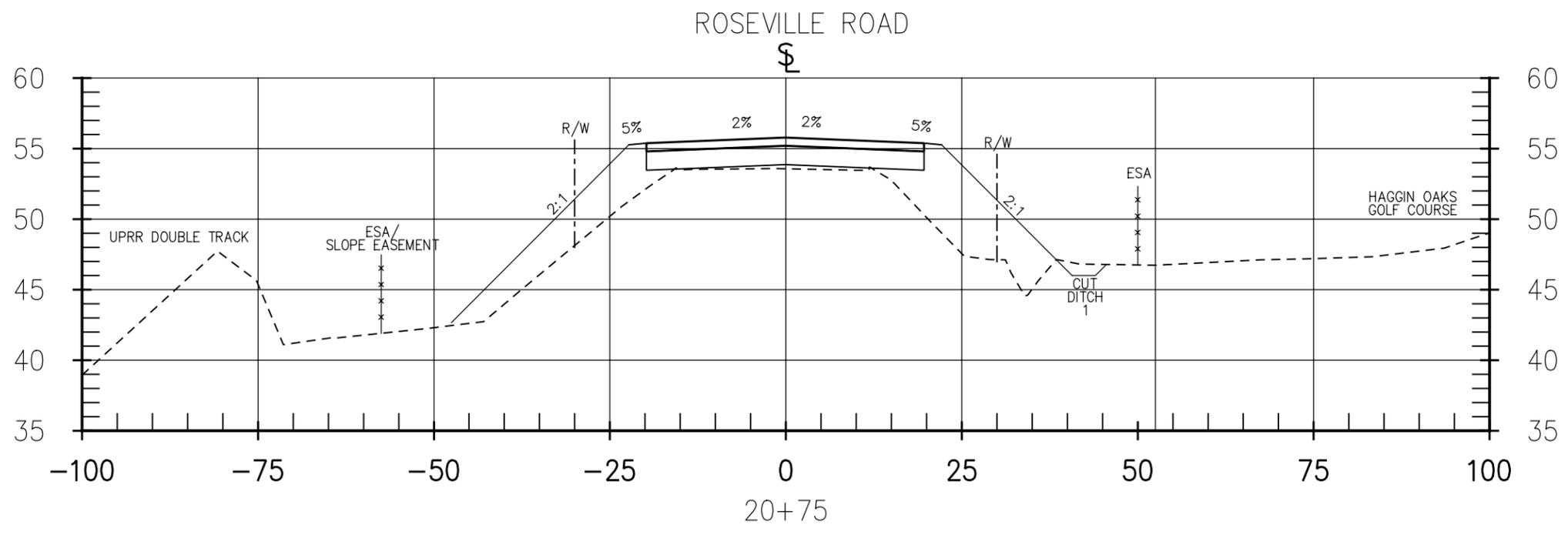
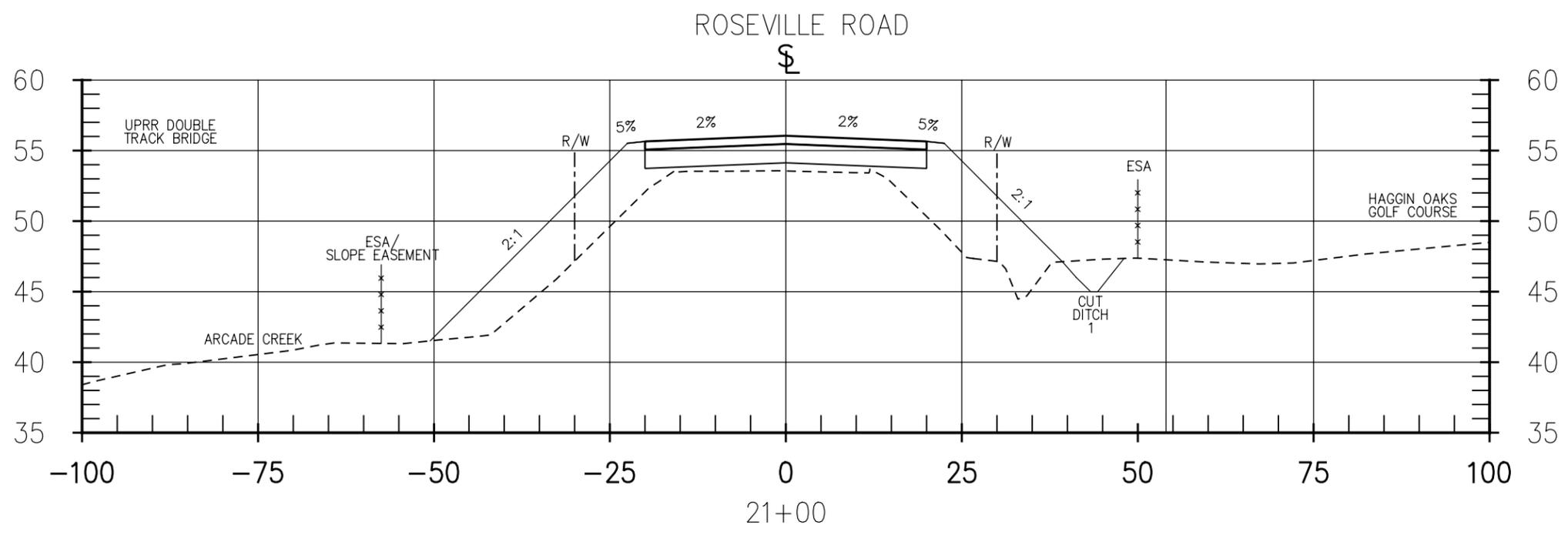
<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS		
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT CROSS SECTIONS	
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PN: 15068500	SHEET XS-6
581 of 698 23	

RELATIVE BORDER SCALE  
15" IN INCHES



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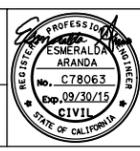
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All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

**CITY OF SACRAMENTO**  
**DEPARTMENT OF PUBLIC WORKS**

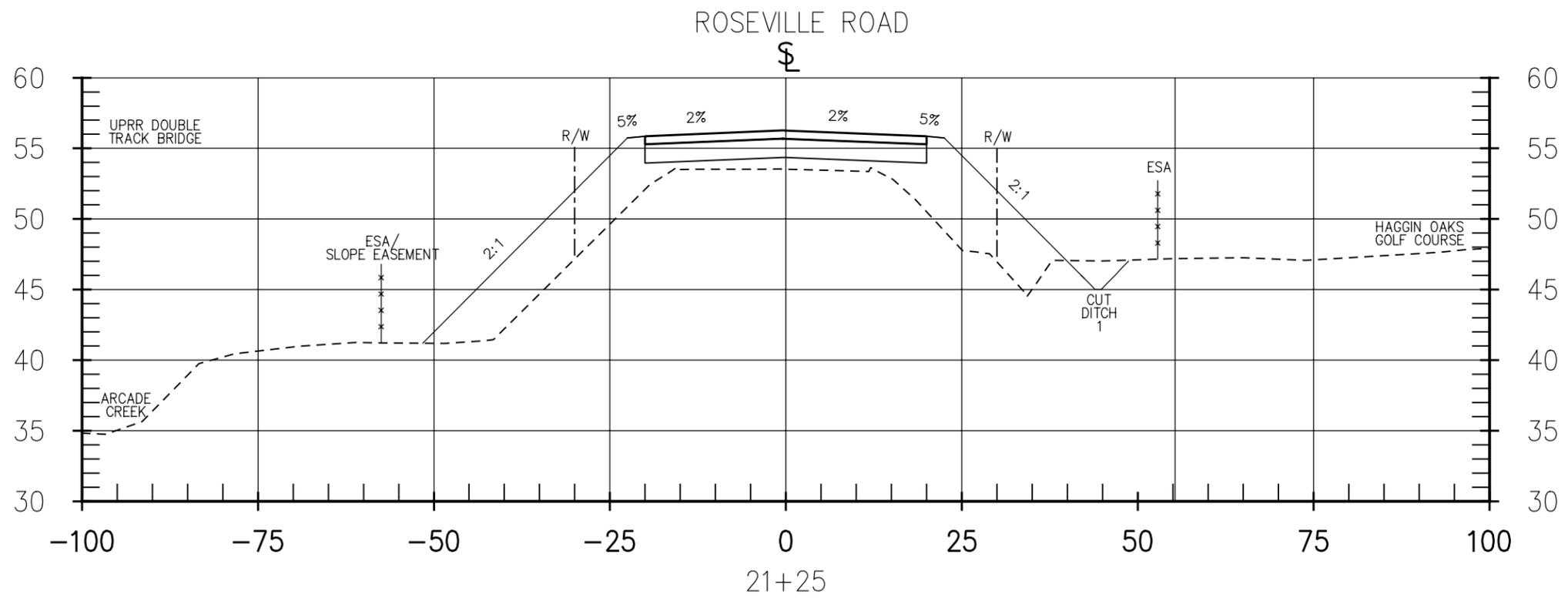
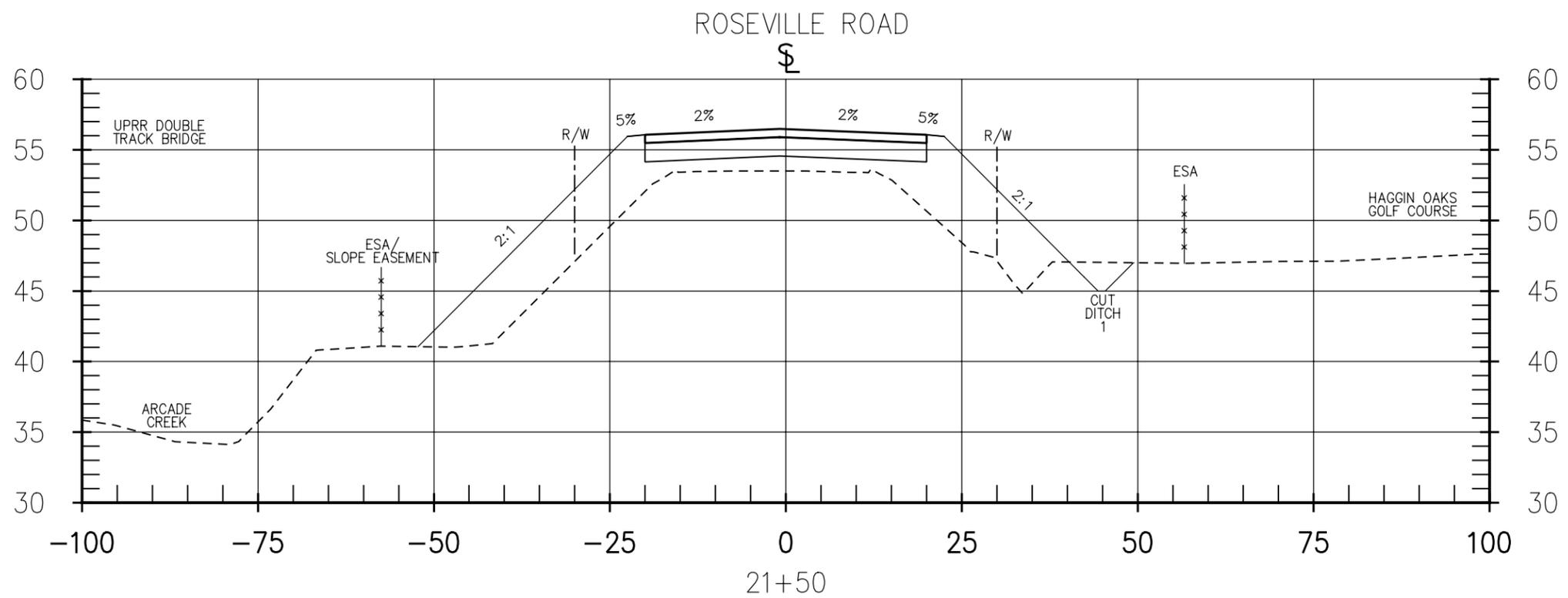
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
CROSS SECTIONS

PN: 15068500  
SHEET XS-7  
582 of 698  
23

RELATIVE BORDER SCALE  
1" = 15' IN INCHES



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Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

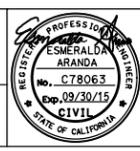
FIELD BOOK	N/A
SCALE	HORIZ. 1"=20'
	VERT. 1"=2'

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: L. ANDERSEN  
DATE: JAN 2014

DESIGNED BY: J. ARELLANO/E. ARANDA  
R.C.E. C78063 DATE JAN 2014

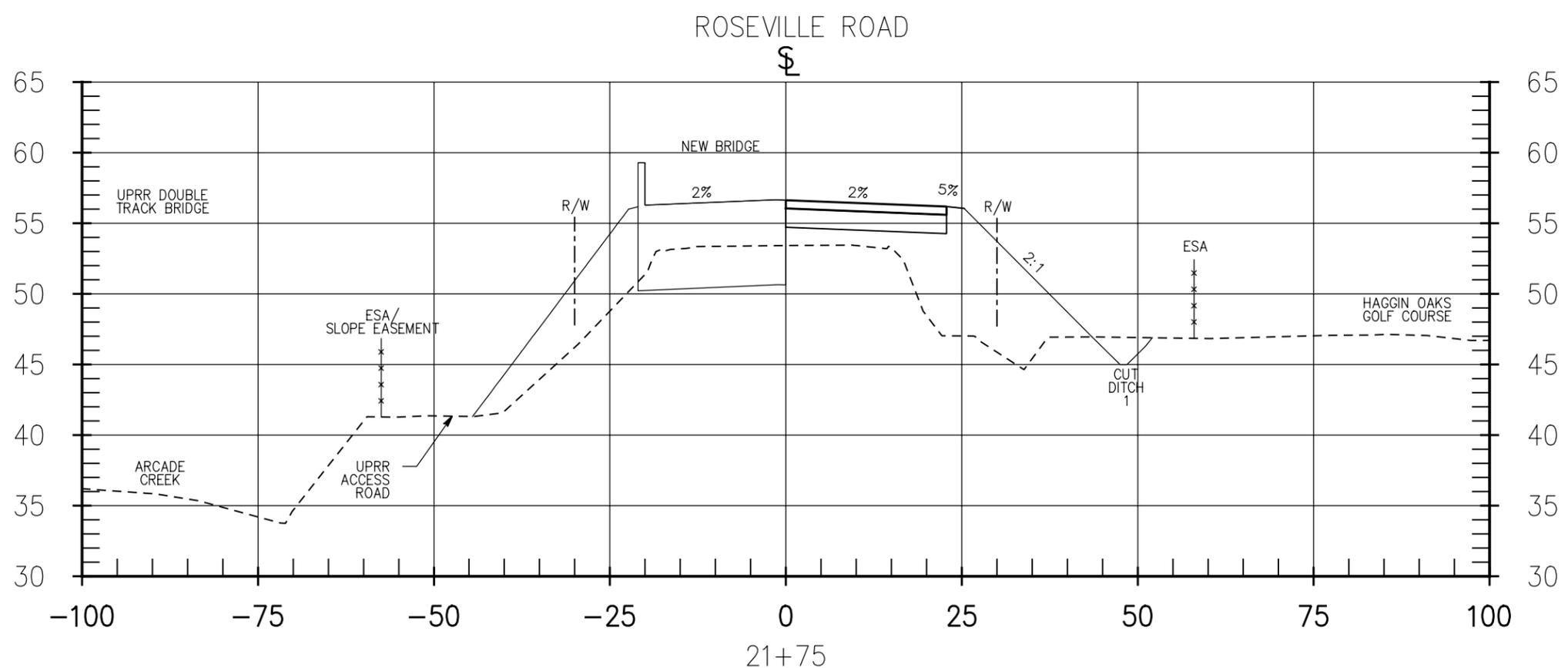
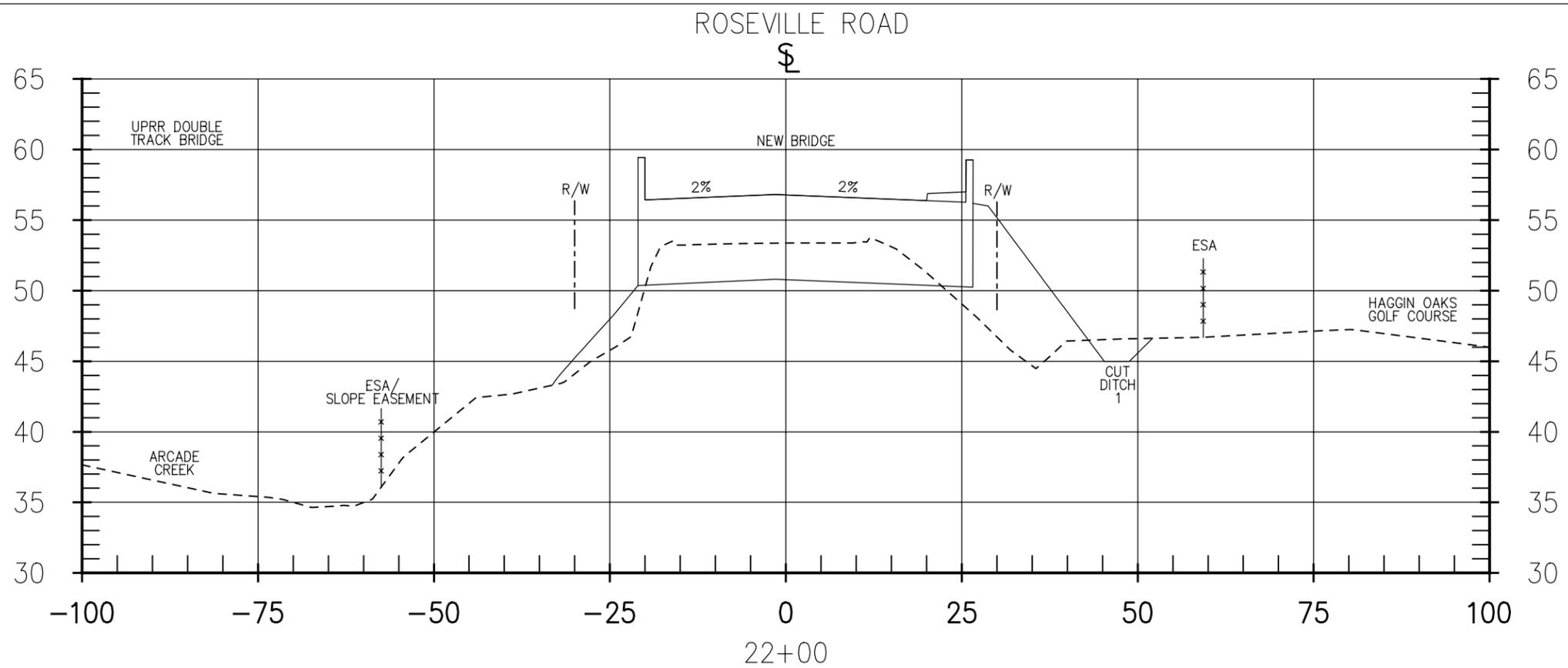
CHECKED BY: D. BLOODWORTH  
R.C.E. C60954 DATE JAN 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
CROSS SECTIONS

PN 15068500  
SHEET XS-8  
583 of 698  
23

RELATIVE BORDER SCALE  
15 IN INCHES



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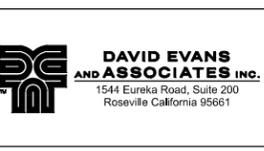
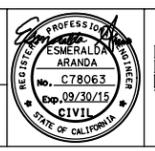
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NO.	DESCRIPTION	DATE	BY

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FIELD BOOK	N/A
SCALE	HORIZ. 1"=20'
	VERT. 1"=2'

<b>CITY OF SACRAMENTO</b>		
<b>DEPARTMENT OF PUBLIC WORKS</b>		
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014

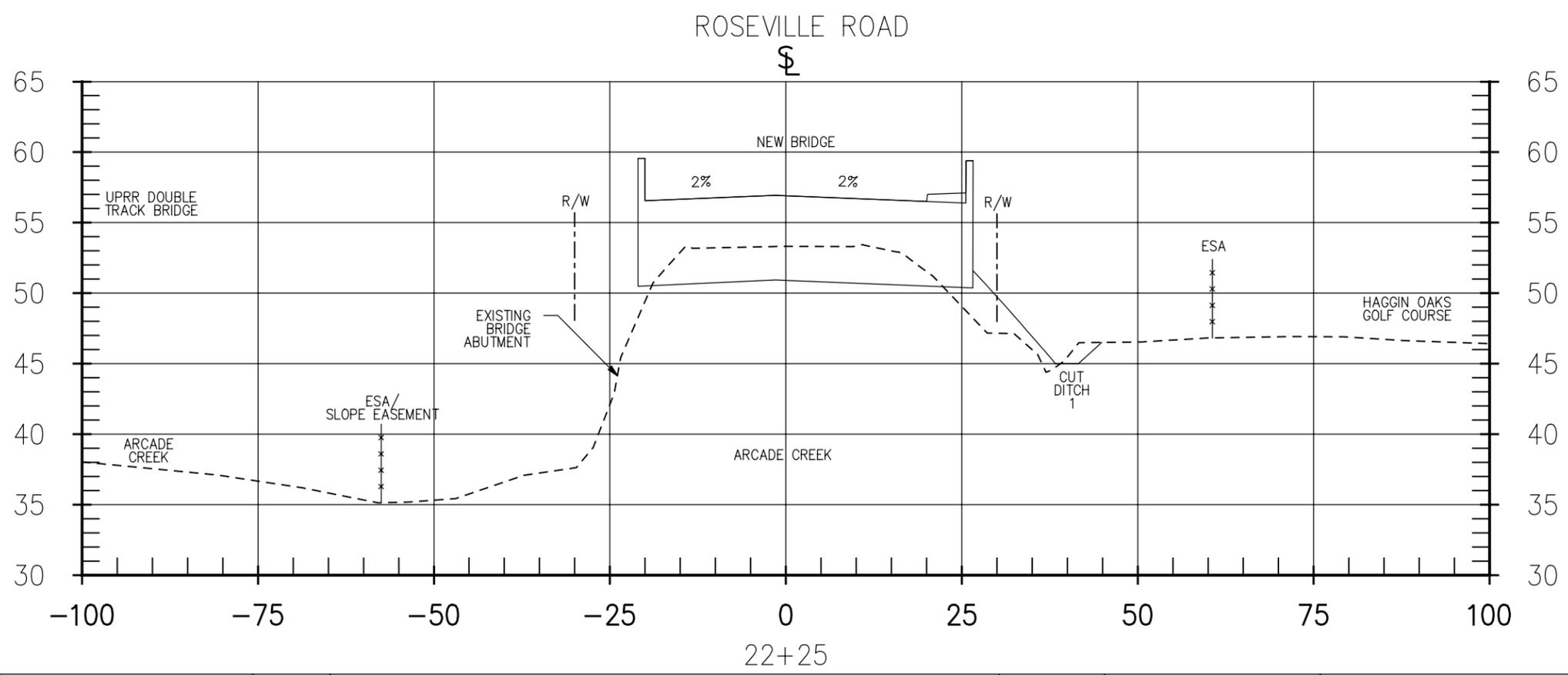
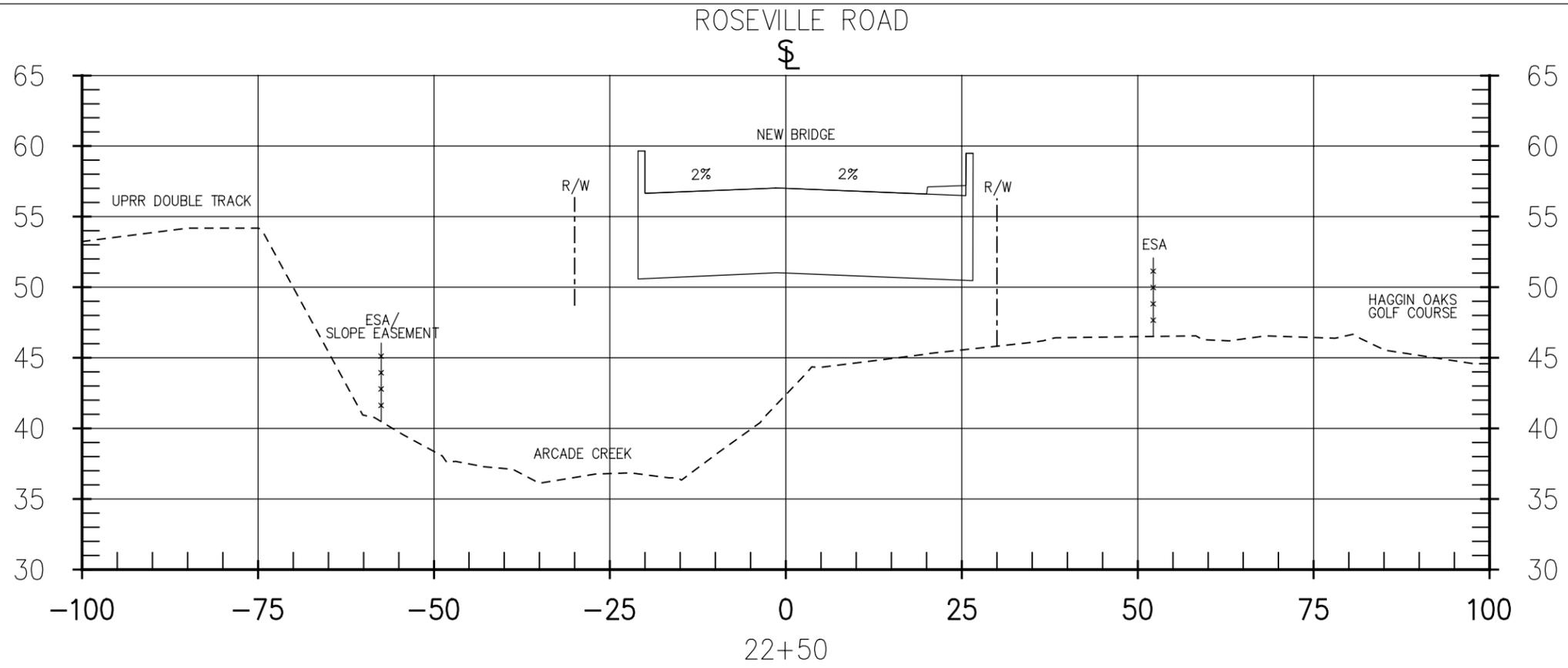
REGISTERED PROFESSIONAL ENGINEER	ESMERALDA ARANDA	NO. C78063	EXPIRES 09/30/15
STATE OF CALIFORNIA			



IMPROVEMENT PLANS FOR	
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT	
CROSS SECTIONS	

PN: 15068500	SHEET XS-9
684 of 698	23

RELATIVE BORDER SCALE IS IN INCHES



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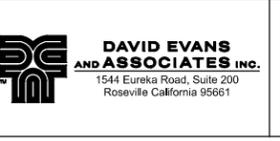
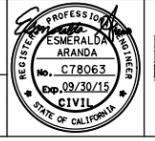
REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
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FIELD BOOK	N/A
SCALE	HORIZ. 1"=20'
	VERT. 1"=2'

<b>CITY OF SACRAMENTO</b>		
<b>DEPARTMENT OF PUBLIC WORKS</b>		
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014

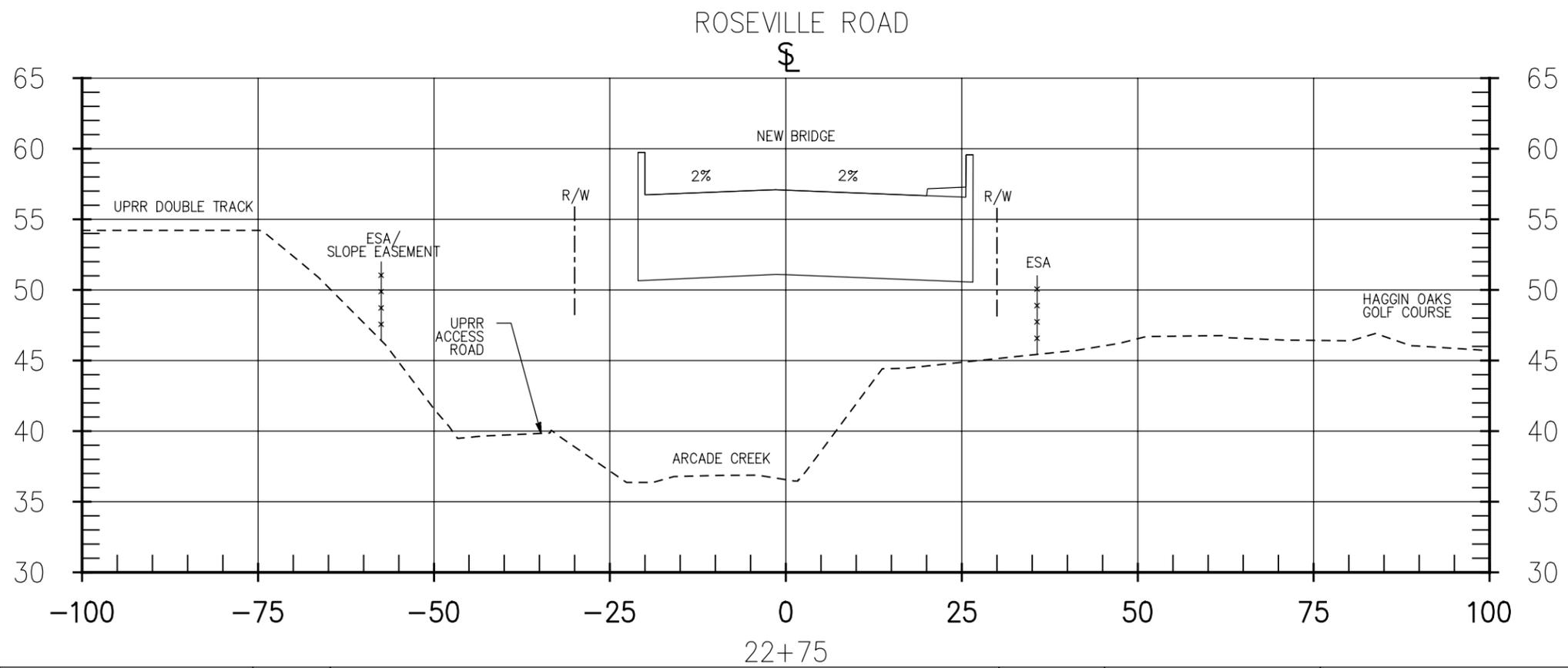
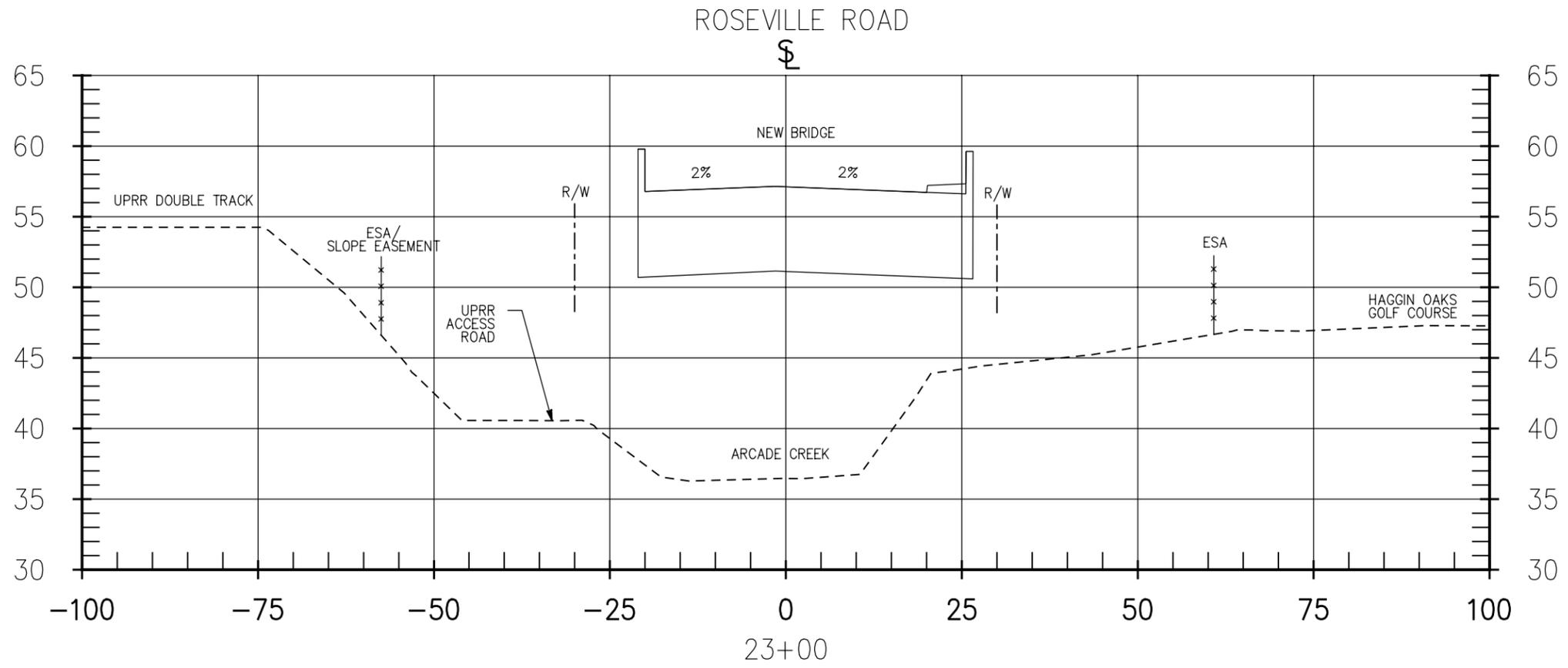
REGISTERED PROFESSIONAL ENGINEER	ESMERALDA ARANDA	NO. C78063	EXPIRES 09/30/15
STATE OF CALIFORNIA			



IMPROVEMENT PLANS FOR	
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT	
CROSS SECTIONS	

PN: 15068500	SHEET XS-10
585 of 698	23

RELATIVE BORDER SCALE  
15 IN INCHES



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REVISIONS			
NO.	DESCRIPTION	DATE	BY

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DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

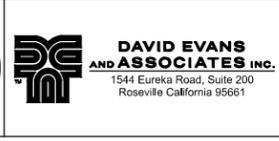
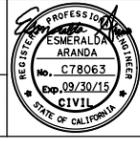
FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

**CITY OF SACRAMENTO**  
**DEPARTMENT OF PUBLIC WORKS**

DRAWN BY: L. ANDERSEN  
DATE: JAN 2014

DESIGNED BY: J. ARELLANO/E. ARANDA  
R.C.E. C78063 DATE JAN 2014

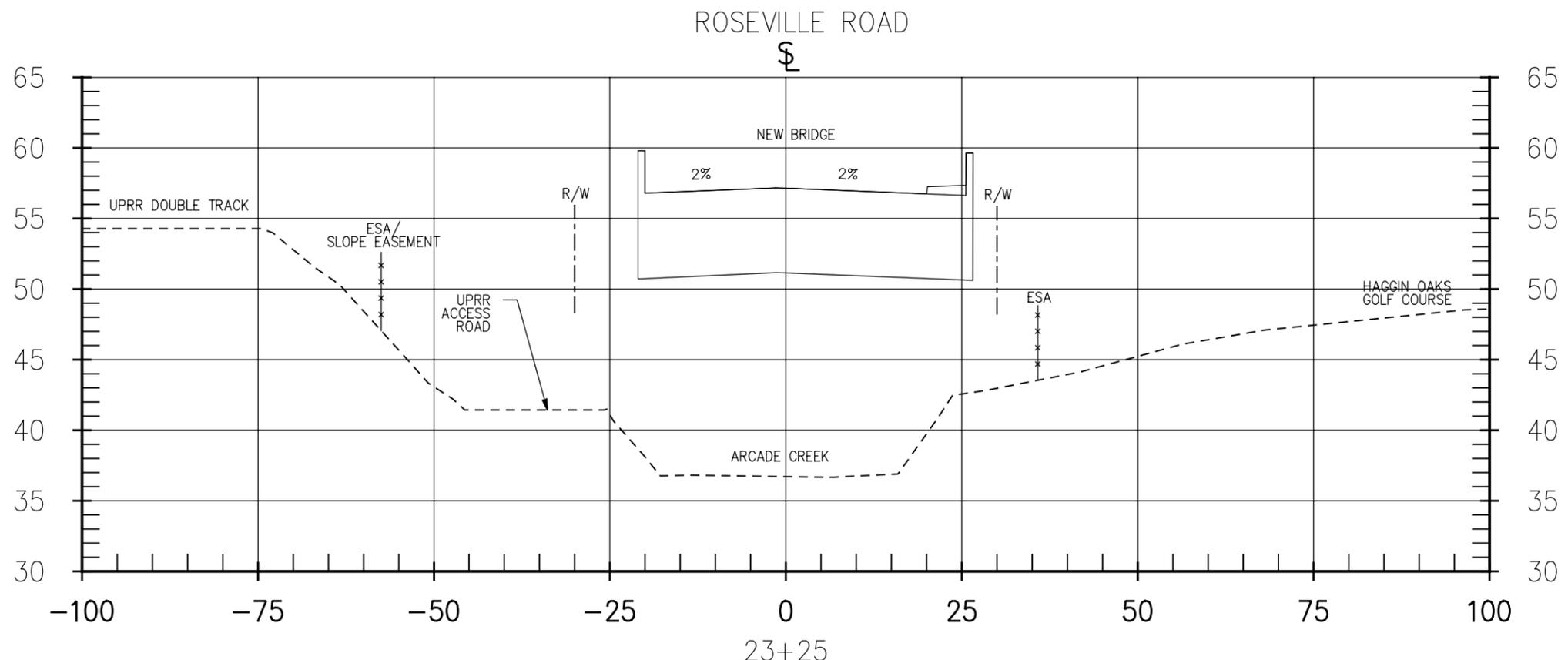
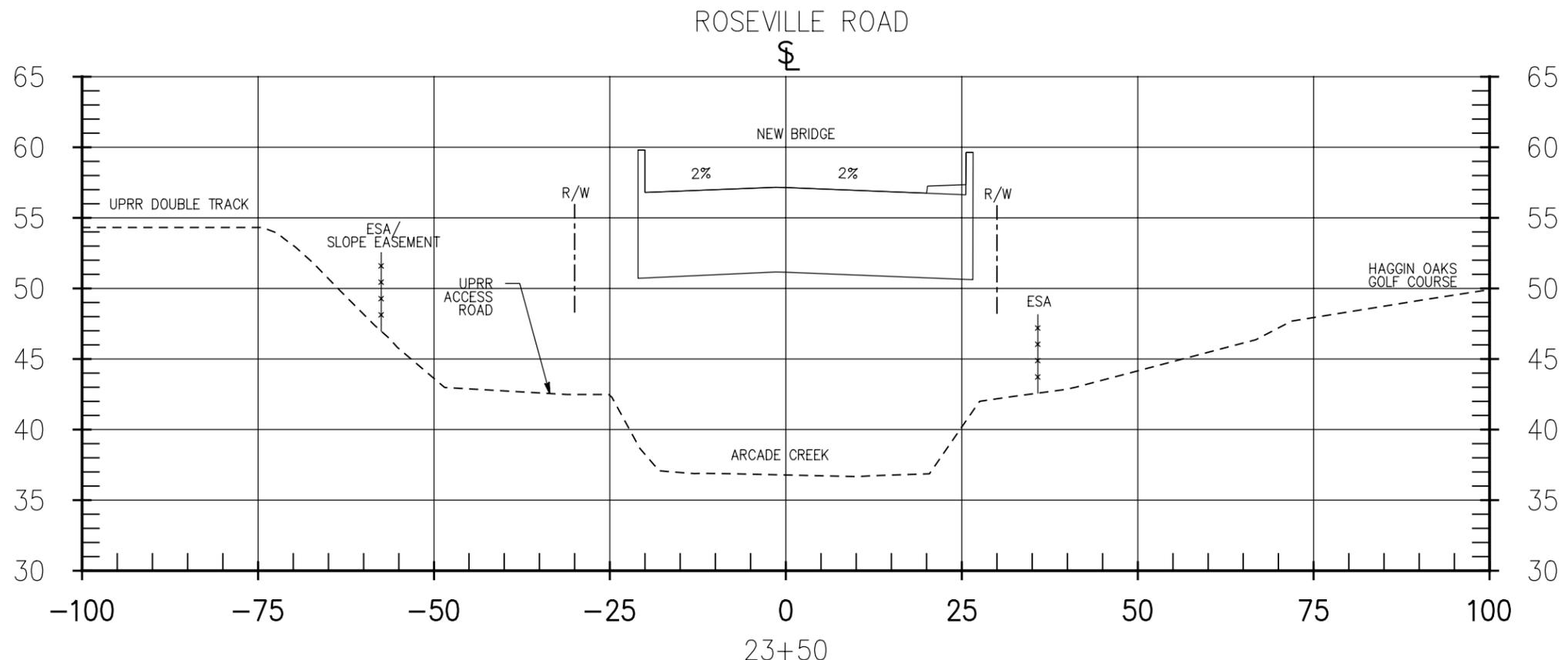
CHECKED BY: D. BLOODWORTH  
R.C.E. C60954 DATE JAN 2014



IMPROVEMENT PLANS FOR  
**ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT**  
CROSS SECTIONS

PN: 15068500  
SHEET XS-11  
186 of 698  
23

RELATIVE BORDER SCALE  
15" IN INCHES



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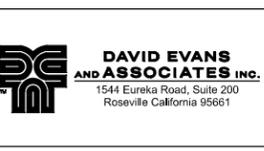
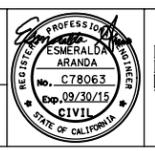
REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

**CITY OF SACRAMENTO**  
**DEPARTMENT OF PUBLIC WORKS**

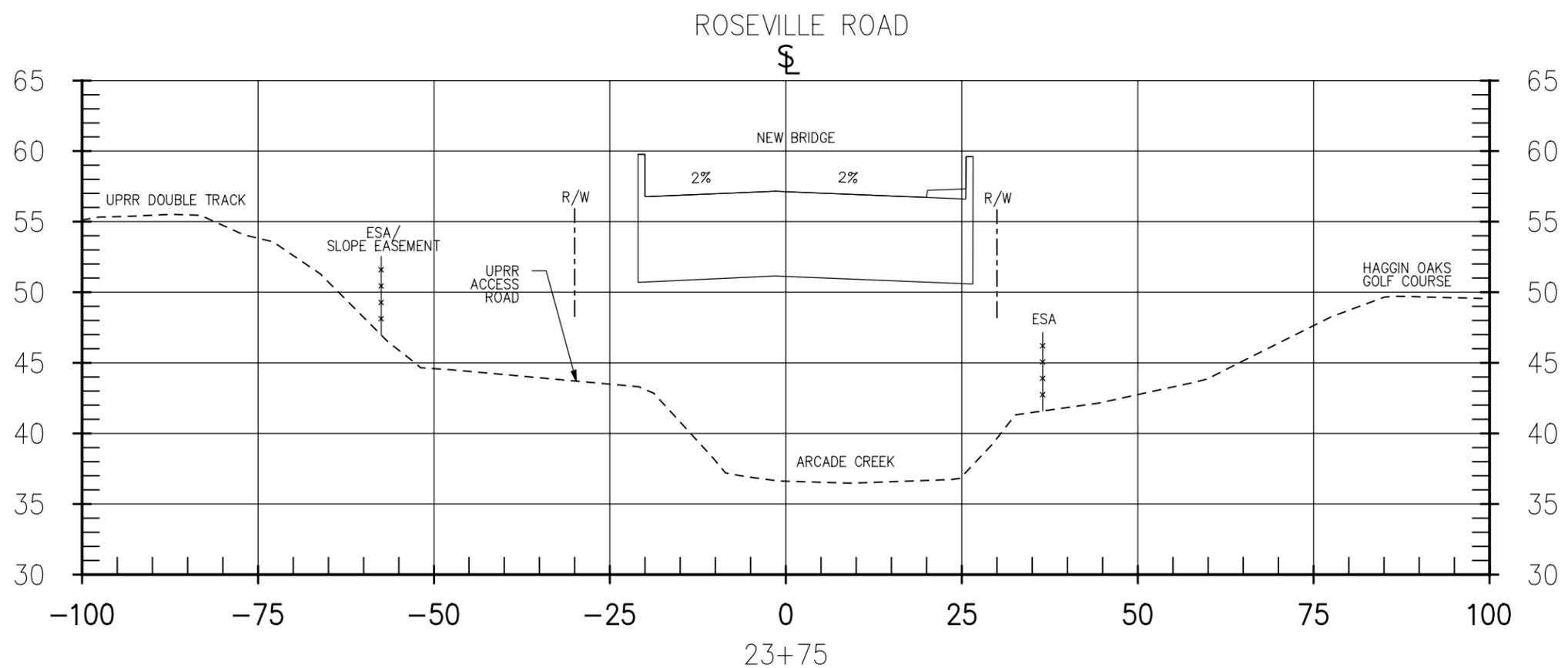
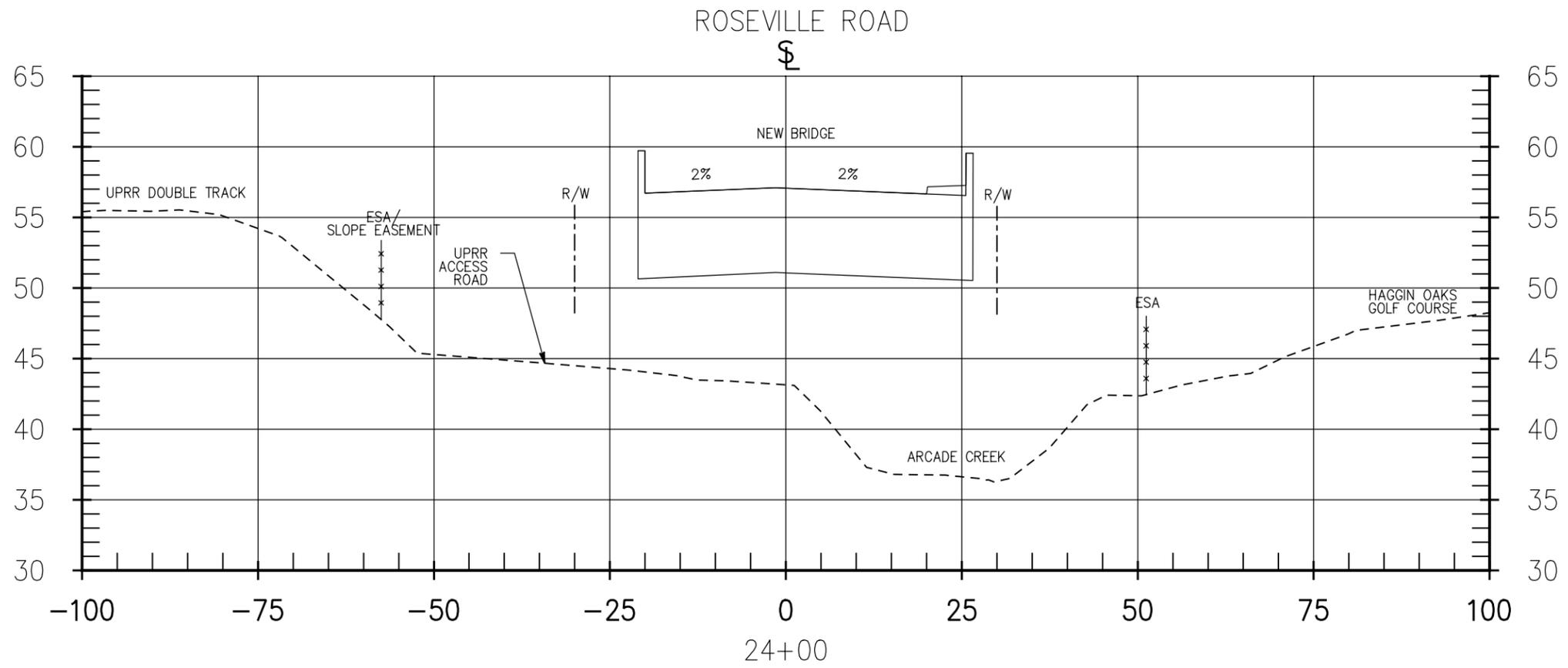
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR  
**ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT**  
CROSS SECTIONS

PN: 15068500 SHEET XS-12  
587 of 698  
23

RELATIVE BORDER SCALE IS IN INCHES



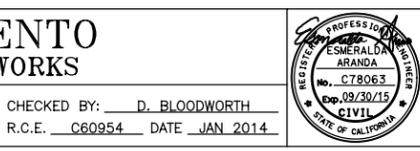
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REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	
HORIZ. 1"=20'	
VERT. 1"=2'	

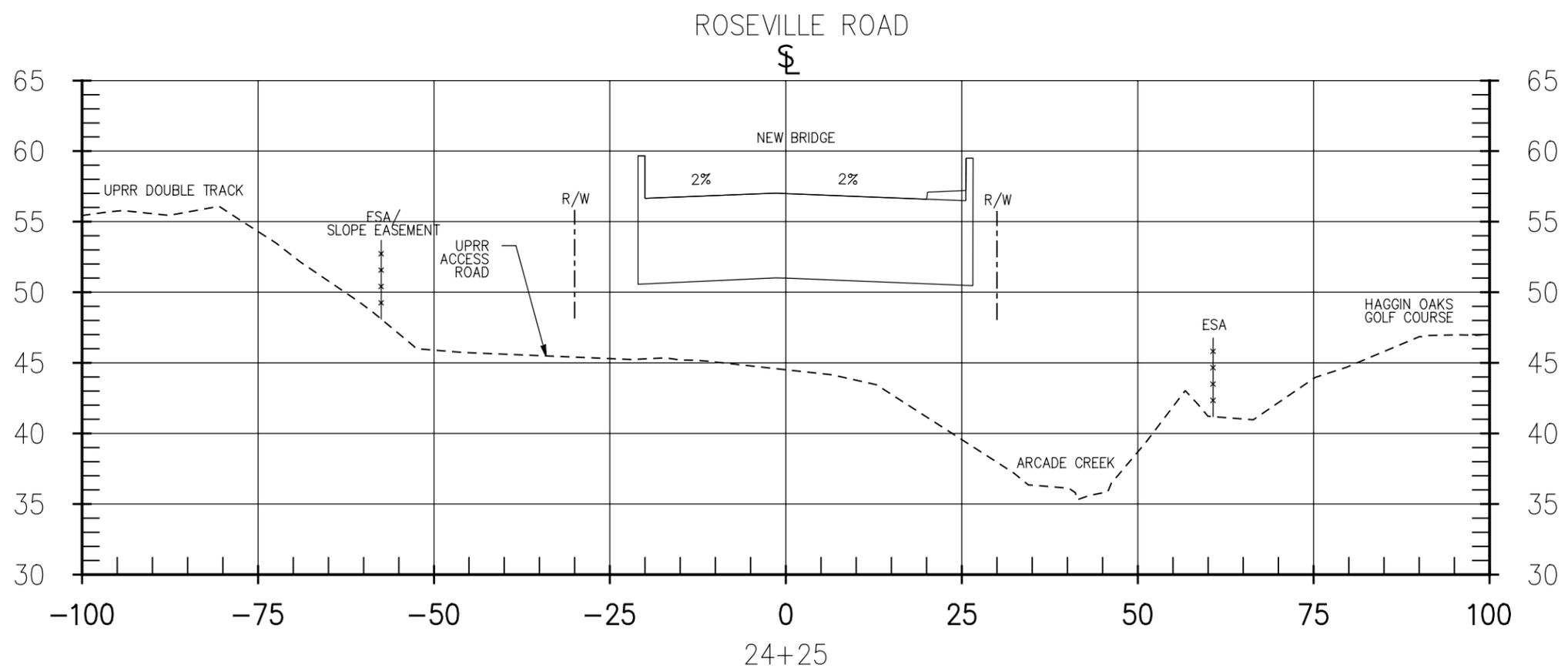
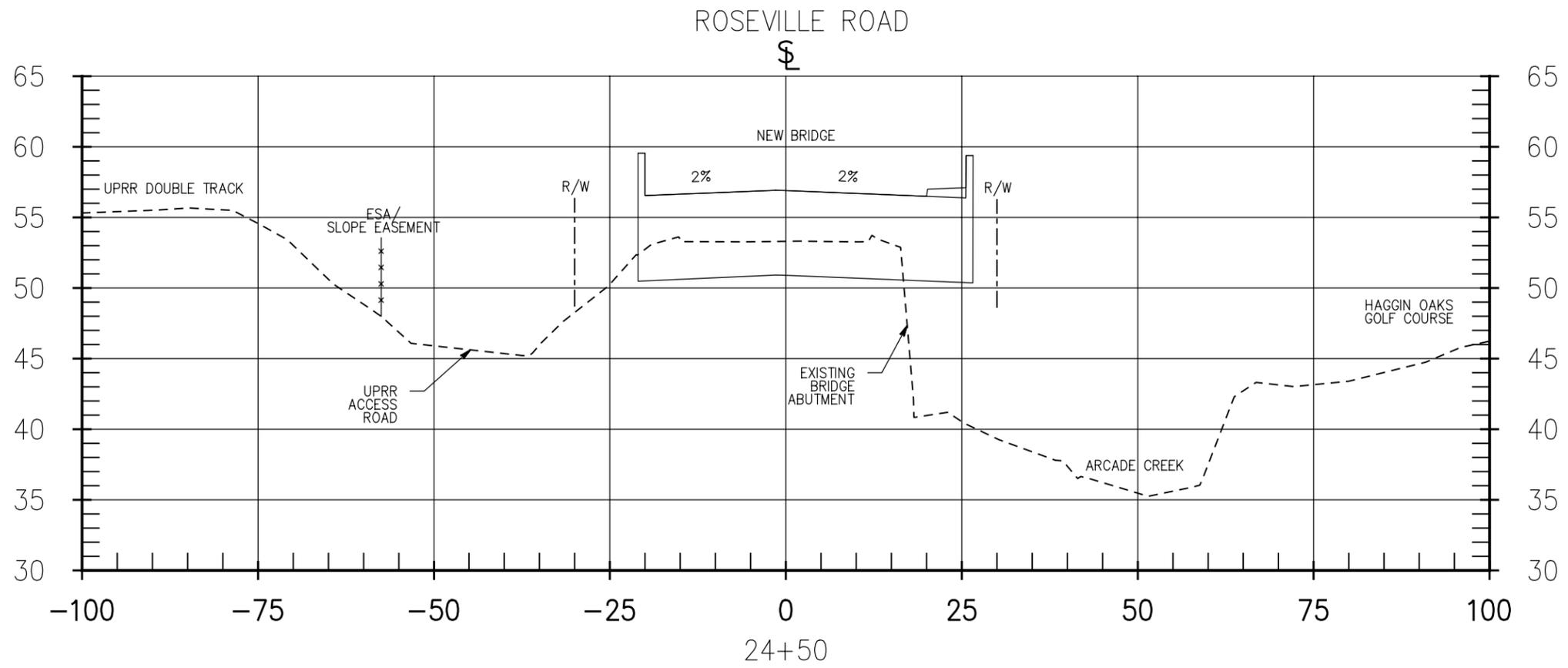
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DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT	
CROSS SECTIONS	

PN: 15068500	SHEET XS-13
	588 of 698
	23

RELATIVE BORDER SCALE  
15' IN INCHES



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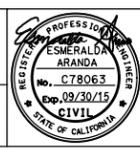
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NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

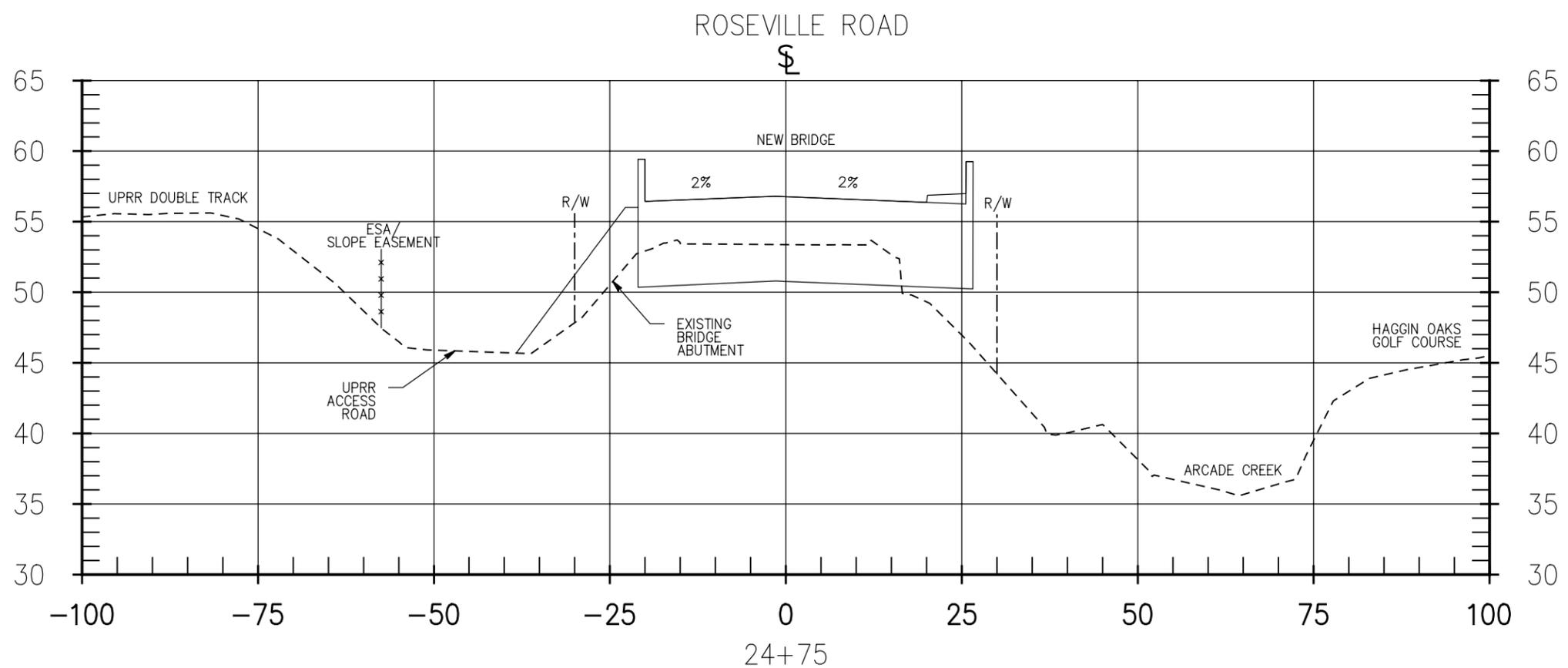
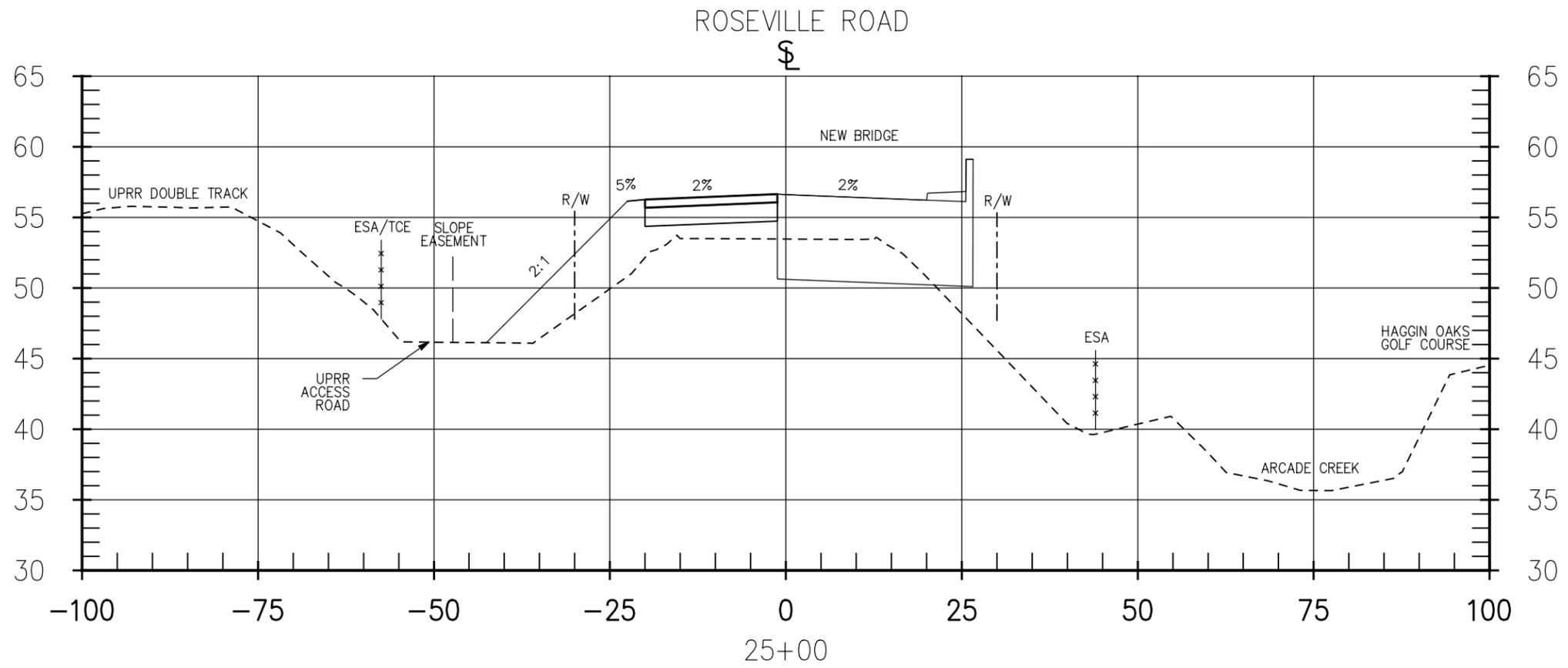
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
CROSS SECTIONS

PN: 15068500 SHEET XS-14  
589 of 698  
23

RELATIVE BORDER SCALE  
15" IN INCHES



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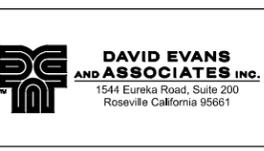
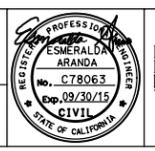
REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

<b>FIELD BOOK</b>	N/A
<b>SCALE</b>	HORIZ. 1"=20'
	VERT. 1"=2'

**CITY OF SACRAMENTO**  
**DEPARTMENT OF PUBLIC WORKS**

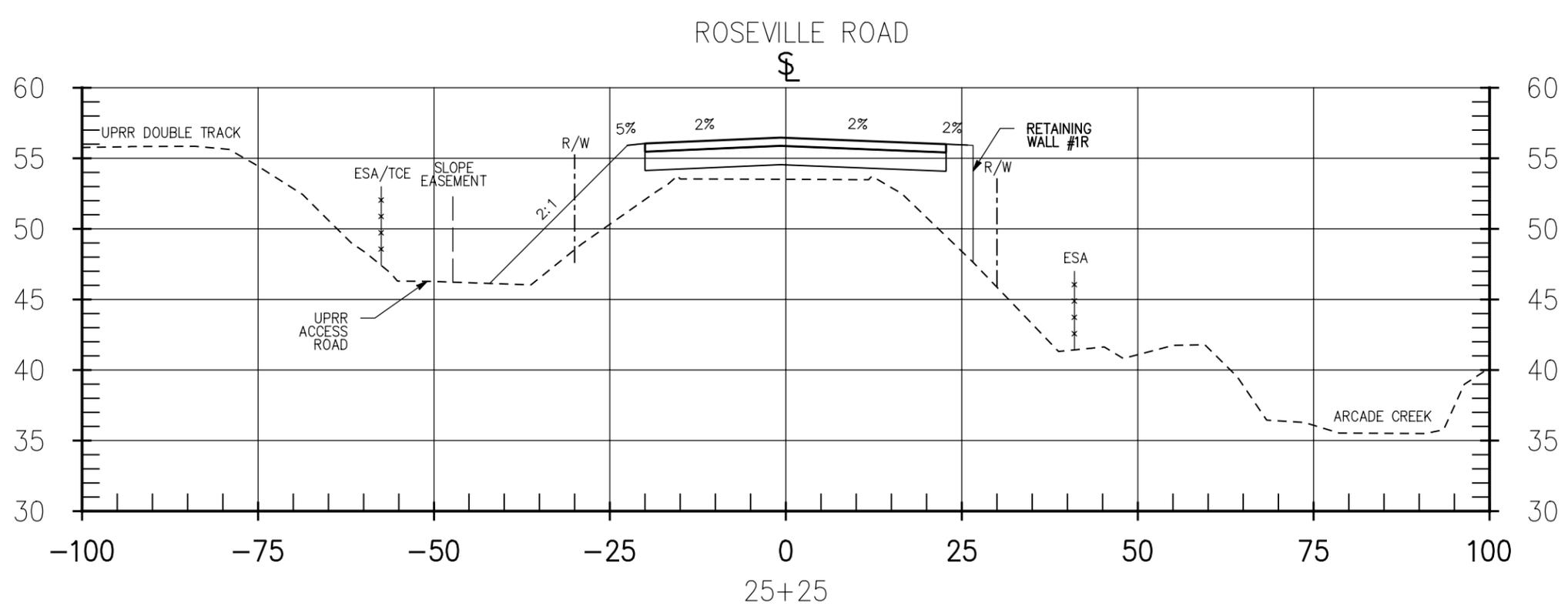
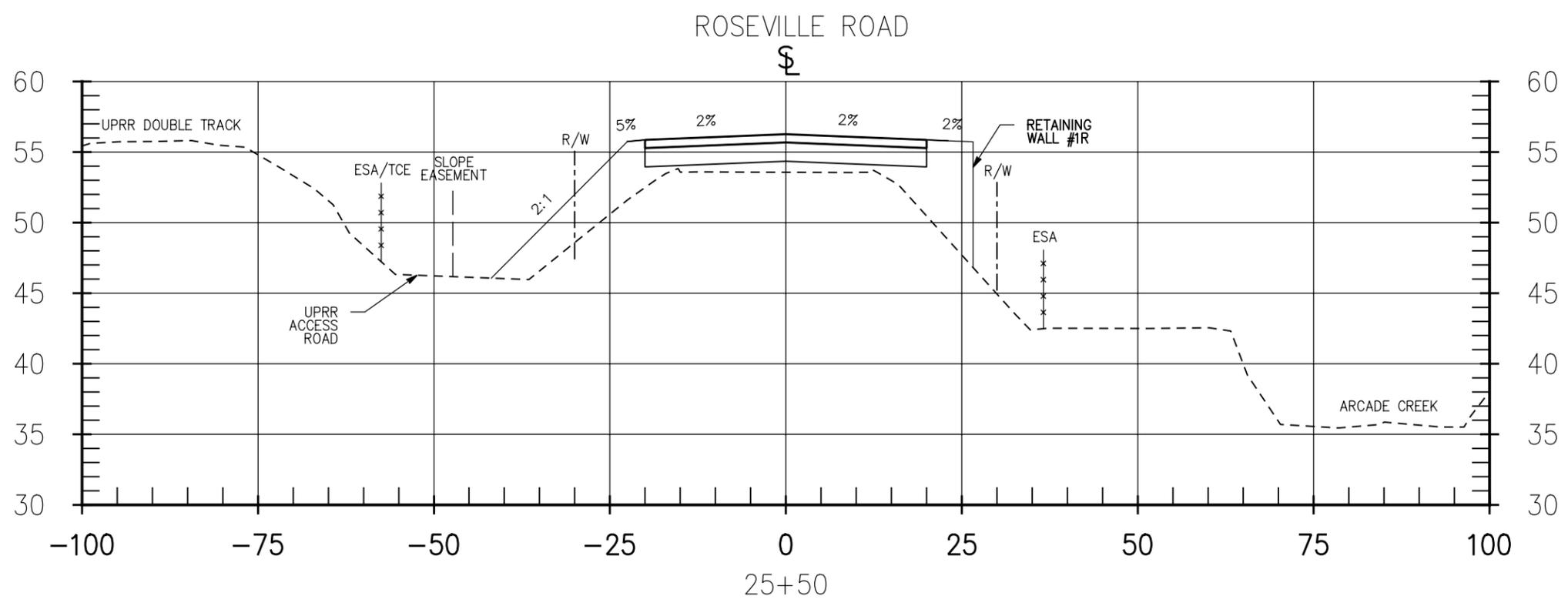
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
CROSS SECTIONS

PN: 15068500  
SHEET XS-15  
190 of 698  
23

RELATIVE BORDER SCALE  
15 IN INCHES



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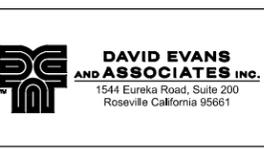
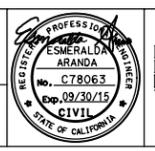
REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

**CITY OF SACRAMENTO**  
**DEPARTMENT OF PUBLIC WORKS**

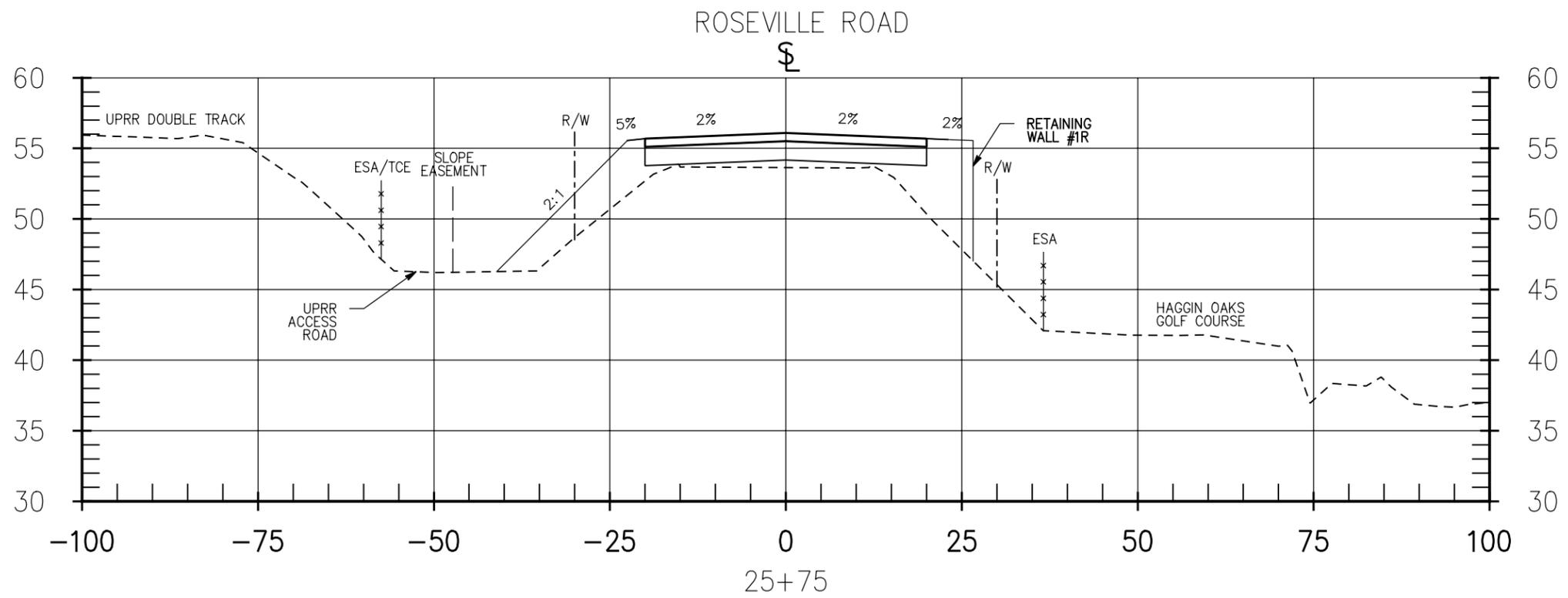
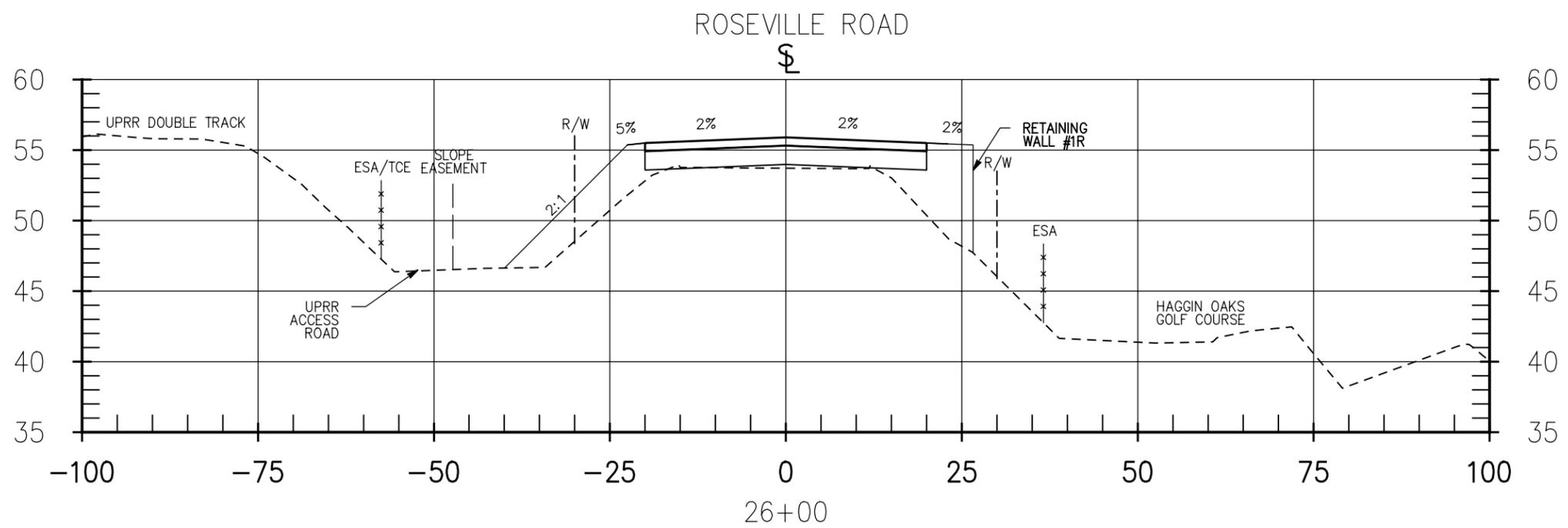
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
CROSS SECTIONS

PN: 15068500 SHEET XS-16  
91 of 698  
23

RELATIVE BORDER SCALE  
1" = 15' IN INCHES



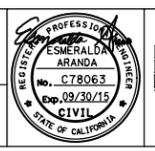
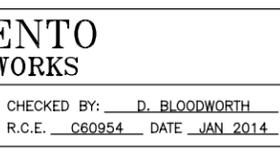
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REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION: All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88 Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS		
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014

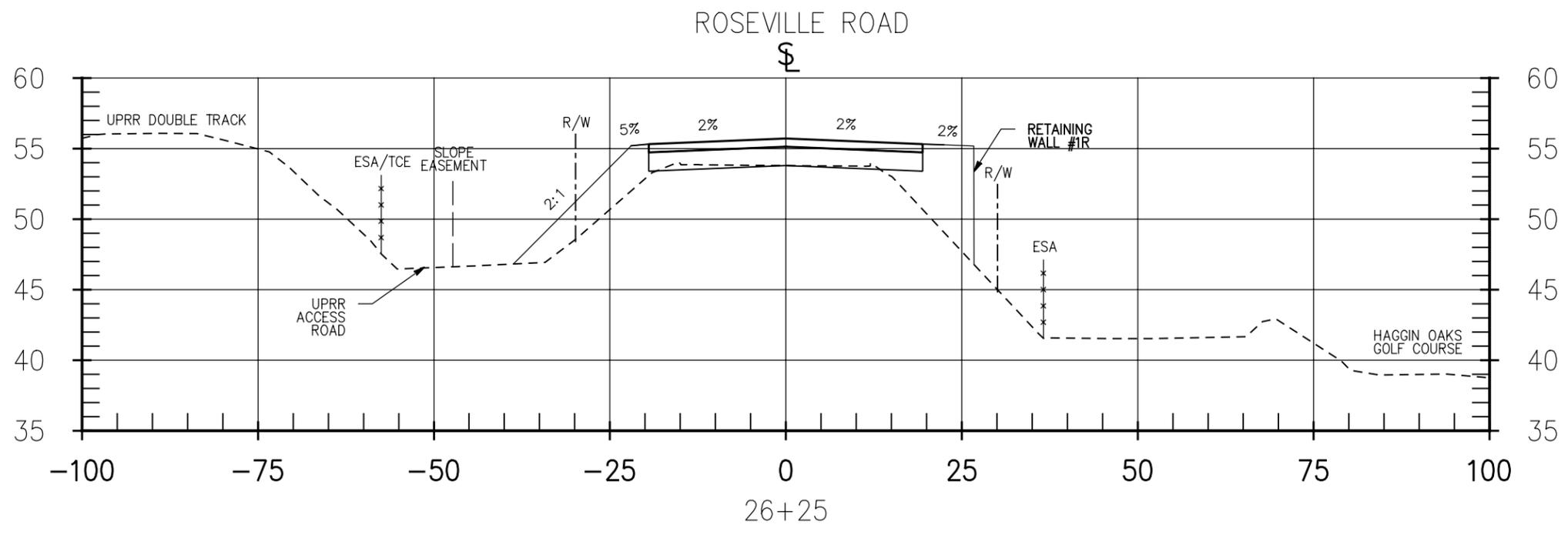
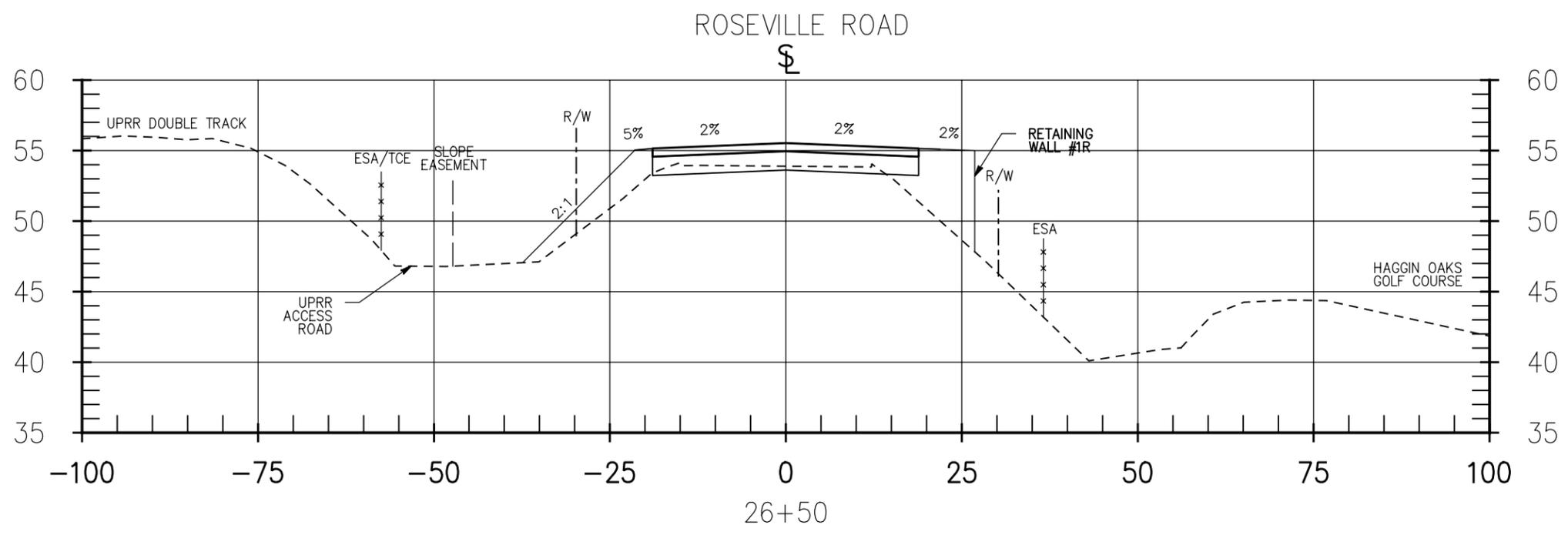


IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT CROSS SECTIONS	
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NO.	DESCRIPTION	DATE	BY

PN: 15068500	SHEET XS-17
192 of 698	23

RELATIVE BORDER SCALE  
15" IN INCHES



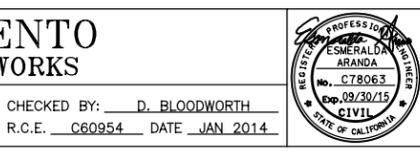
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REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

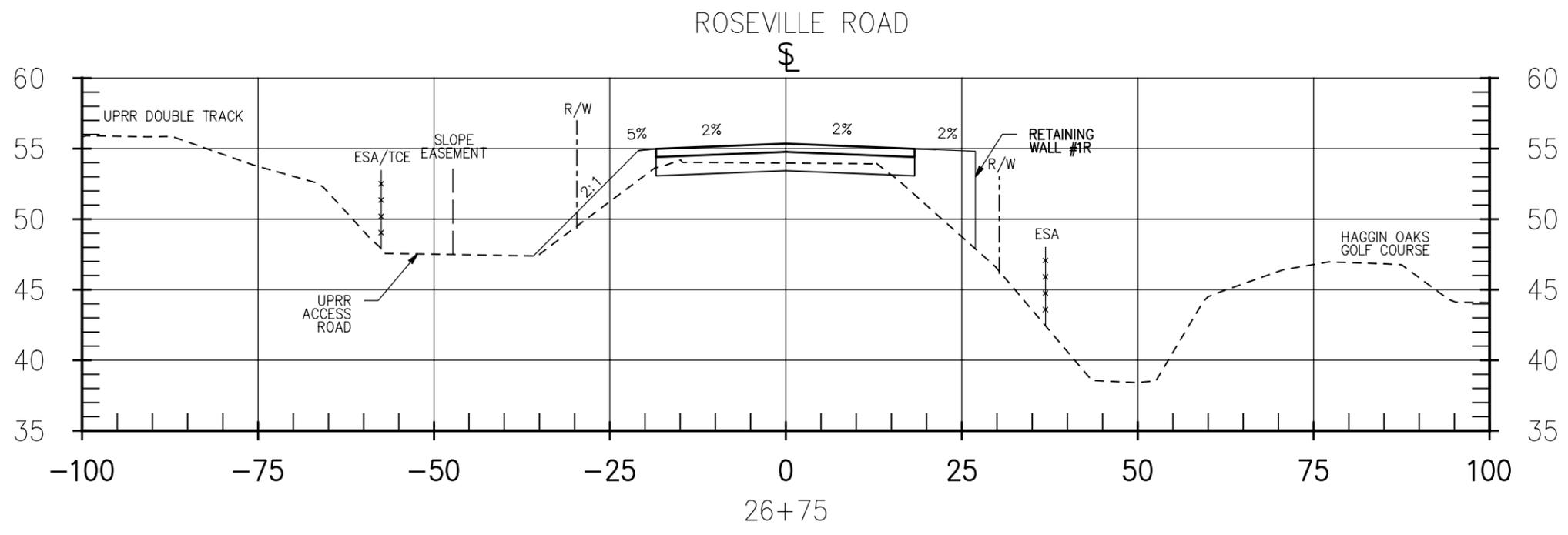
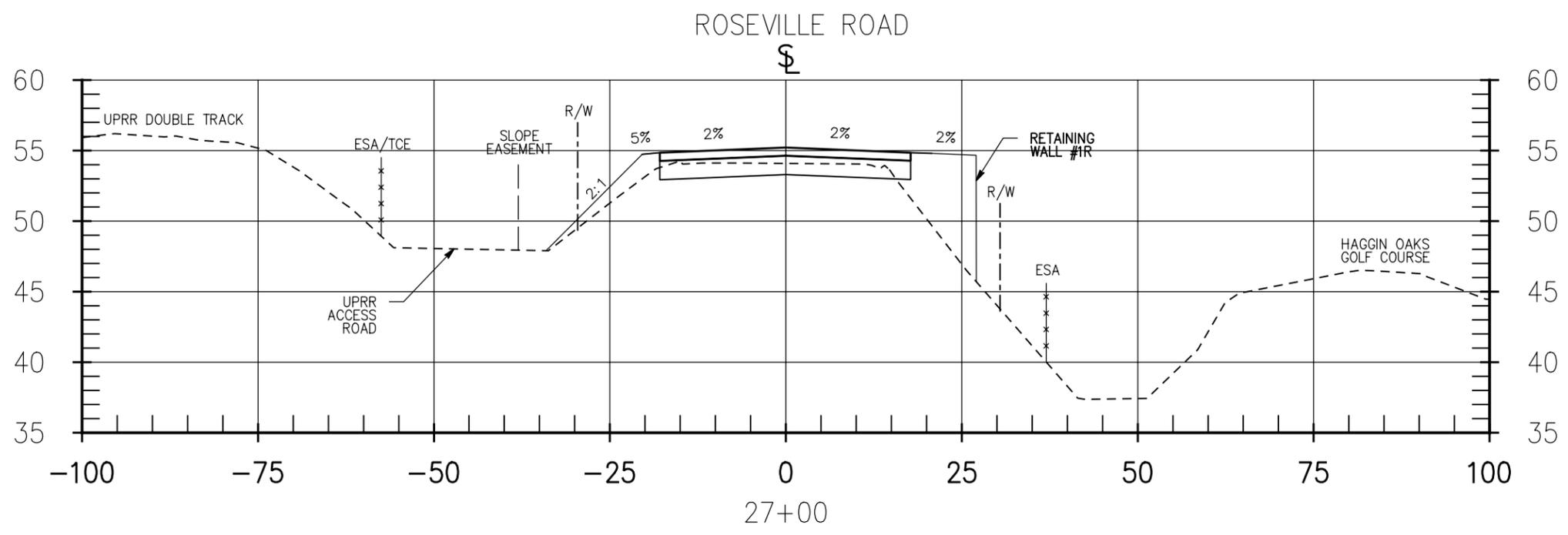
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DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT	
CROSS SECTIONS	

PN: 15068500	SHEET XS-18
593 of 698	23

RELATIVE BORDER SCALE  
15 IN INCHES



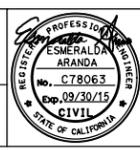
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REVISIONS			
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DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

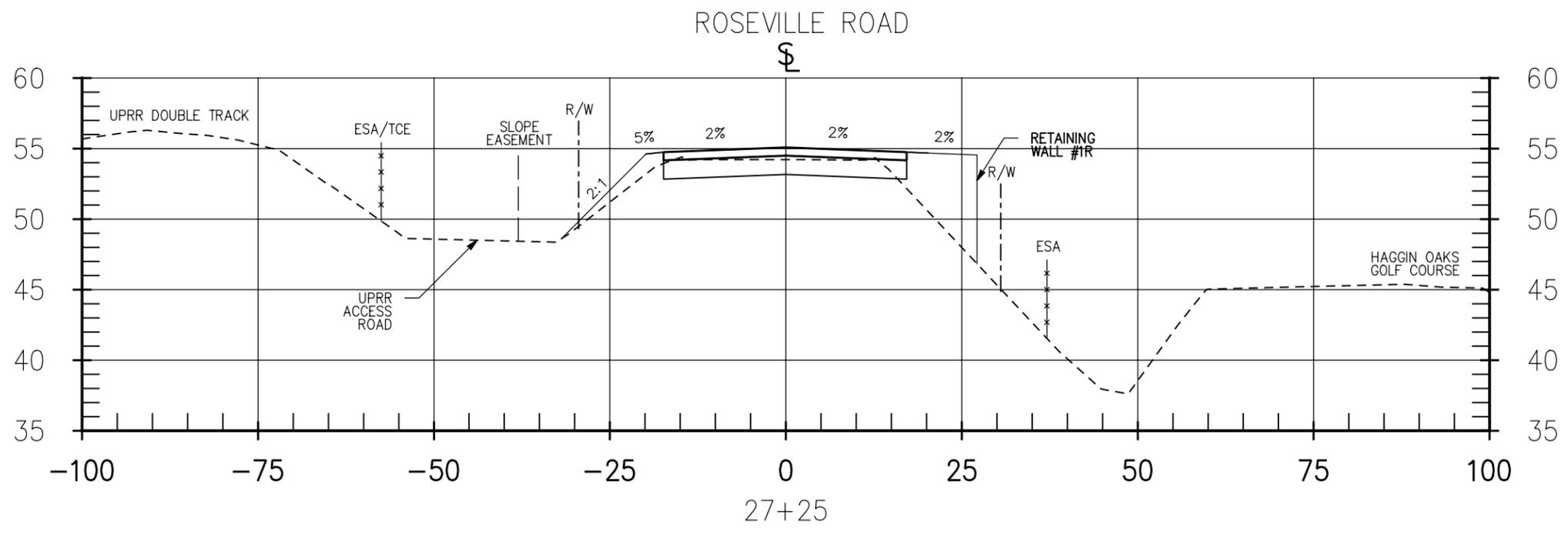
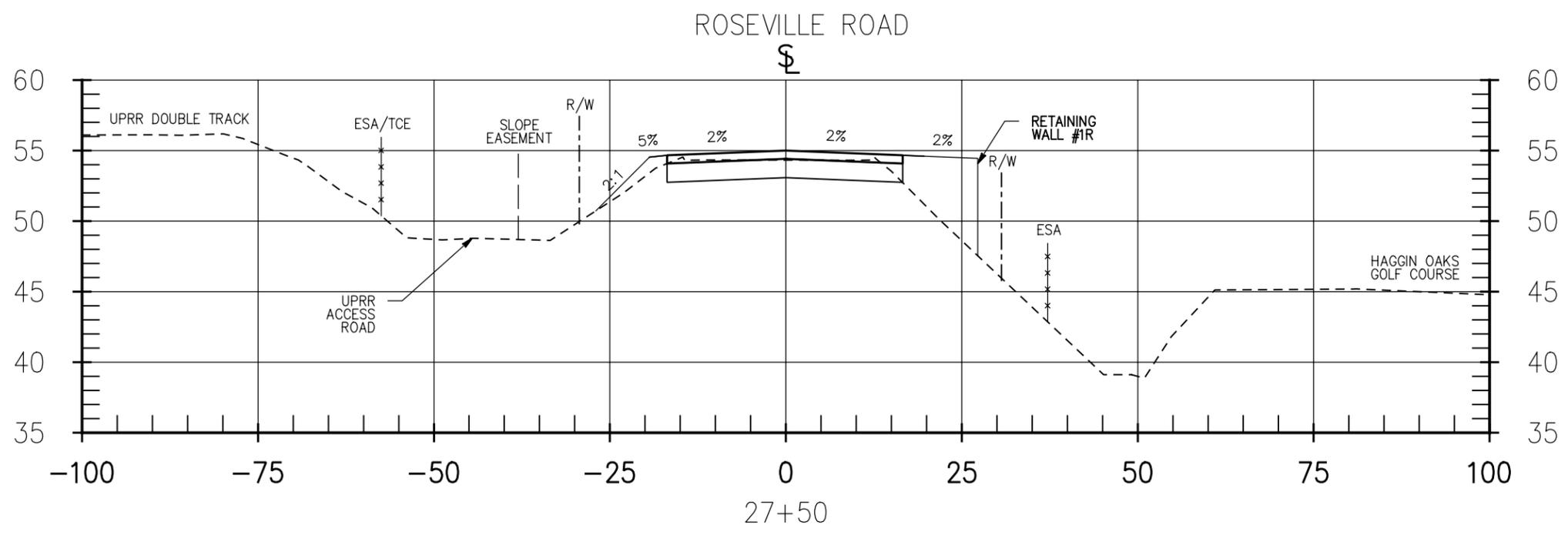
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DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT	
CROSS SECTIONS	

PN: 15068500	SHEET XS-19
494 of 698	23

RELATIVE BORDER SCALE  
IS IN INCHES



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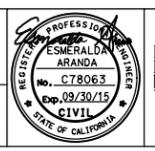
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NO.	DESCRIPTION	DATE	BY

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DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS		
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014

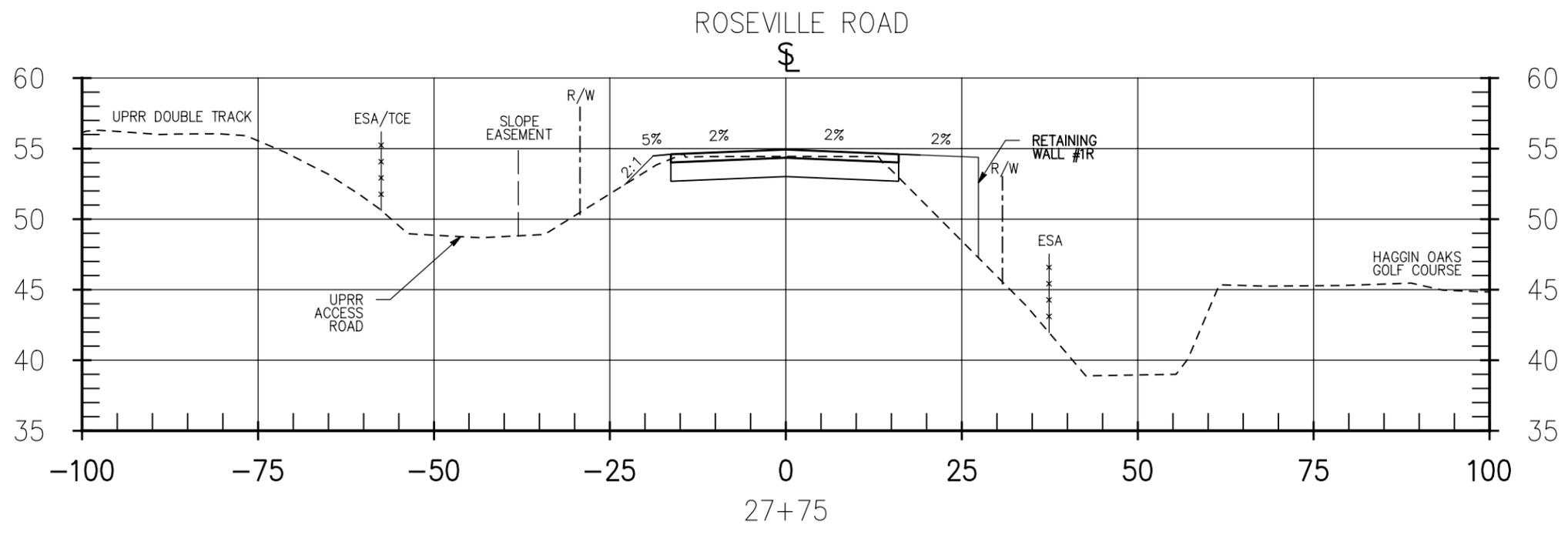
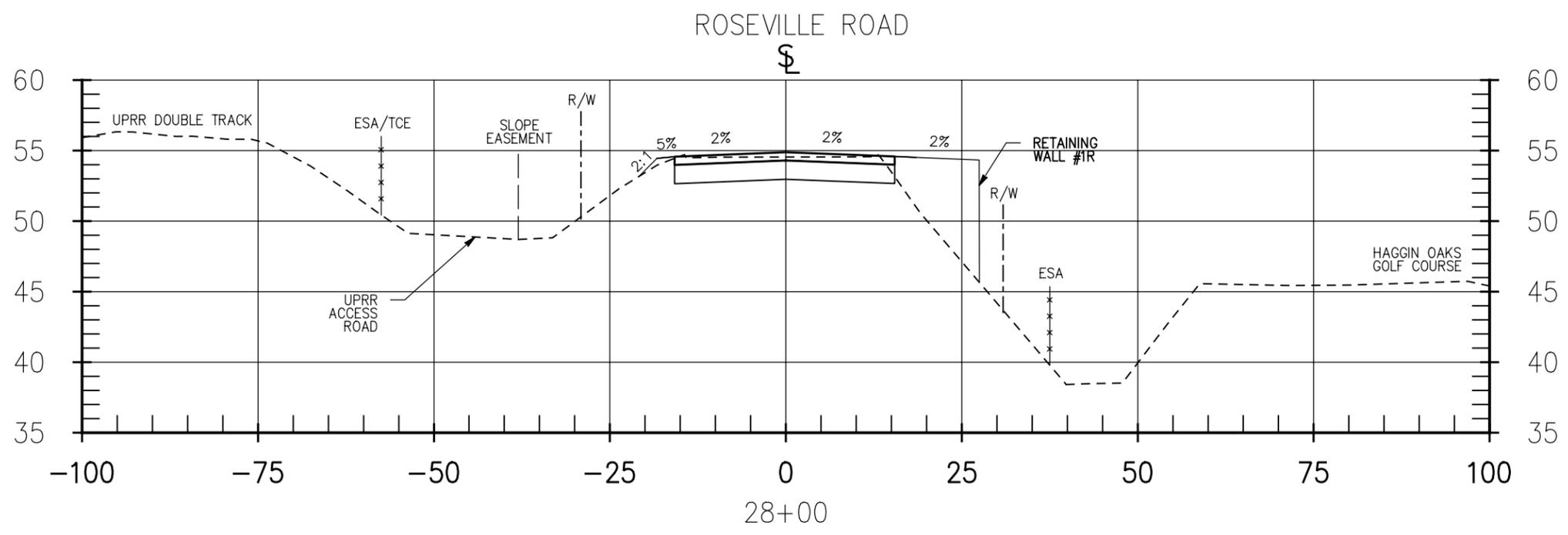
REGISTERED PROFESSIONAL ENGINEER	ESMERALDA ARANDA	No. C78063	Exp. 09/30/15
STATE OF CALIFORNIA CIVIL			



IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT	
CROSS SECTIONS	

PN: 15068500	SHEET XS-20
495 of 698	23

RELATIVE BORDER SCALE IS IN INCHES



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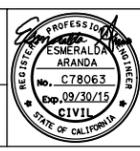
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NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
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Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

**CITY OF SACRAMENTO**  
DEPARTMENT OF PUBLIC WORKS

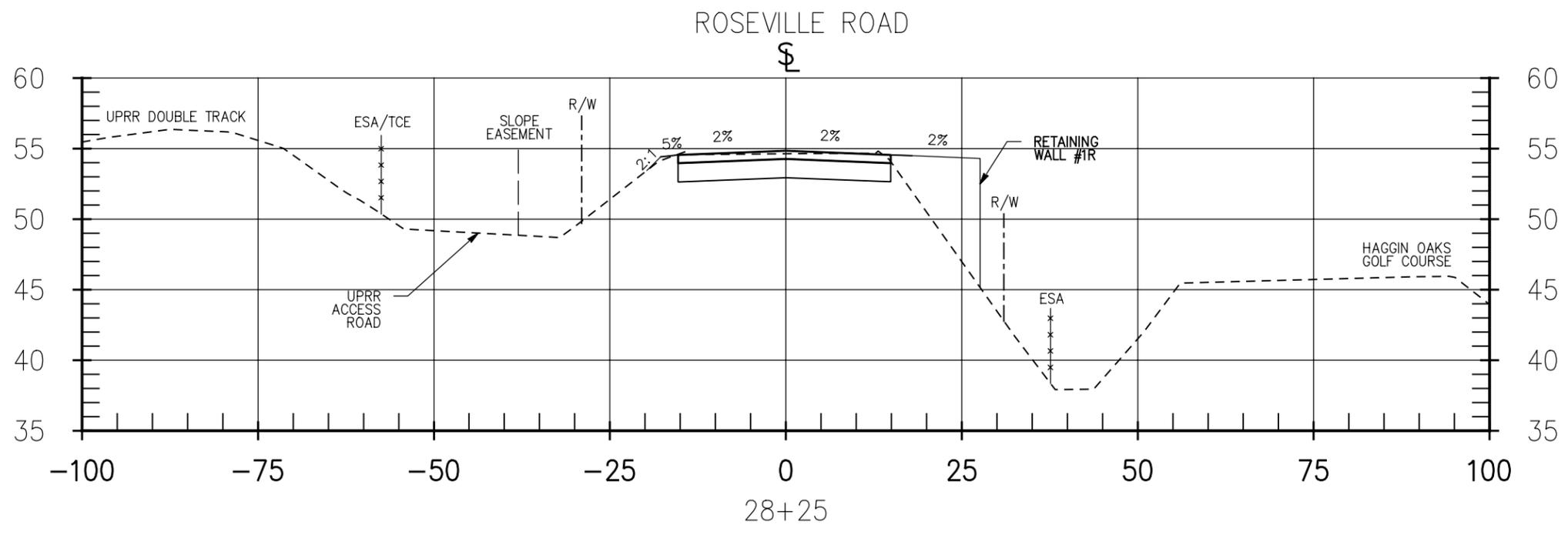
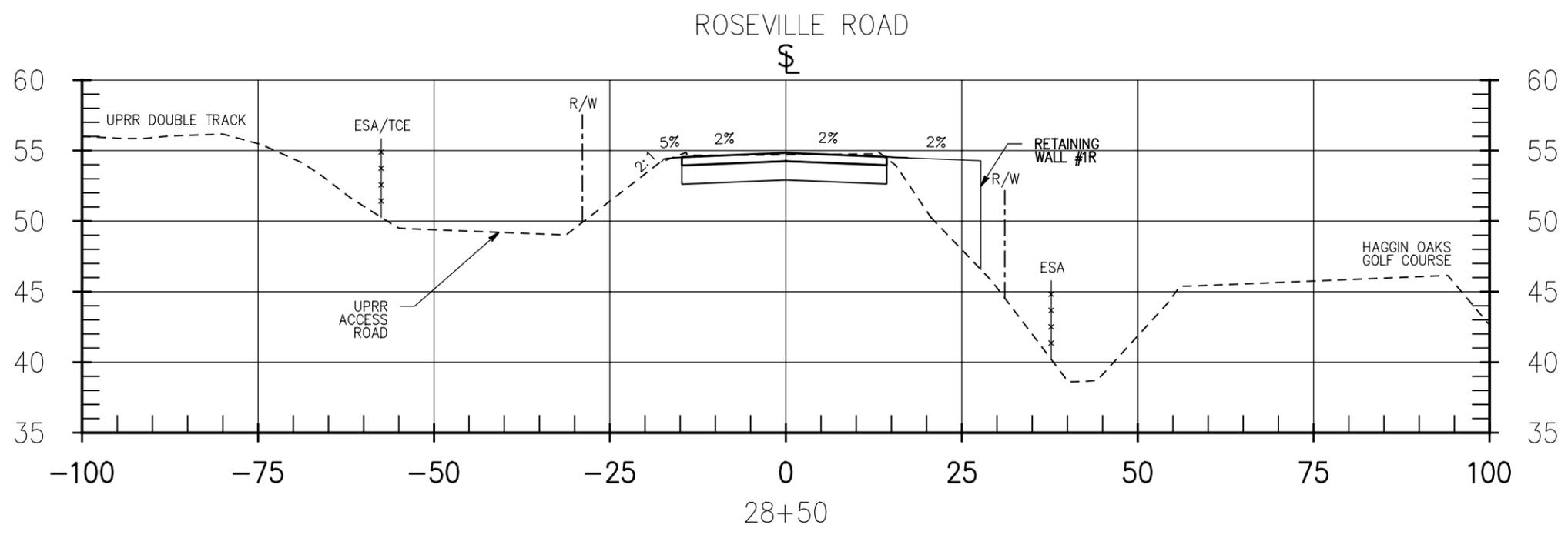
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DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR  
ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT  
CROSS SECTIONS

PN: 15068500 SHEET XS-21  
196 of 698  
23

RELATIVE BORDER SCALE  
15" IN INCHES



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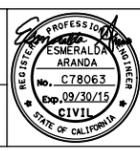
REVISIONS			
NO.	DESCRIPTION	DATE	BY

<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
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Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS	
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA
DATE: JAN 2014	R.C.E.: C78063 DATE JAN 2014

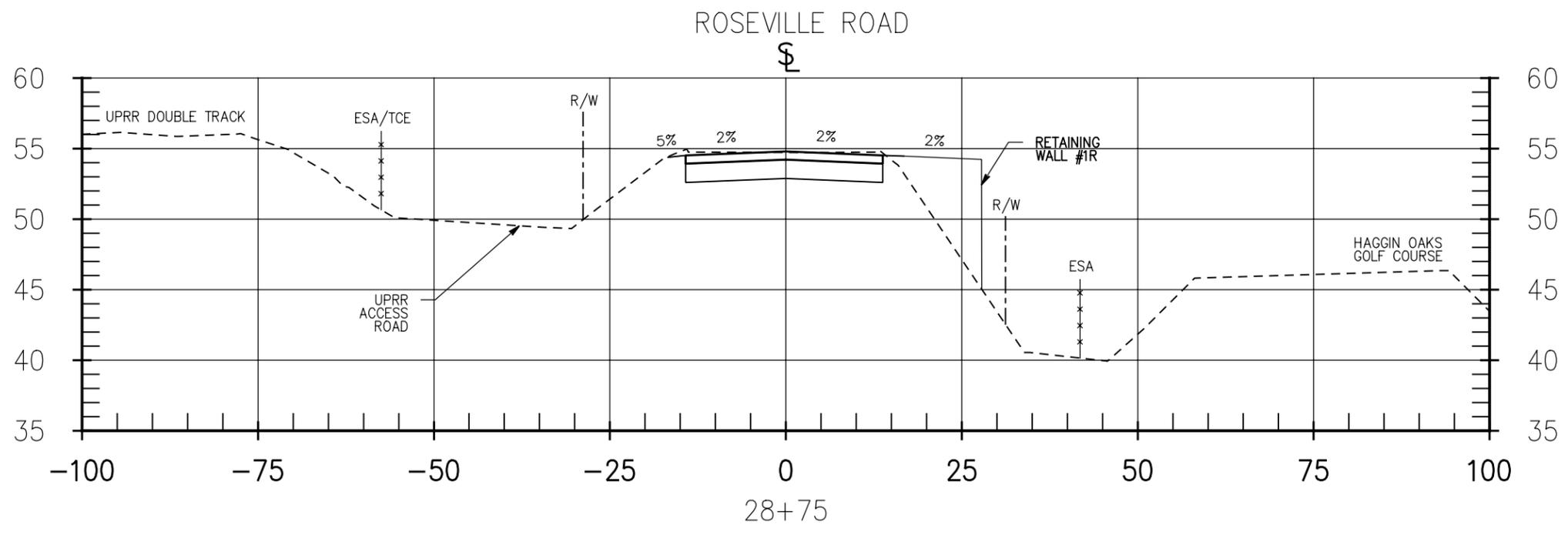
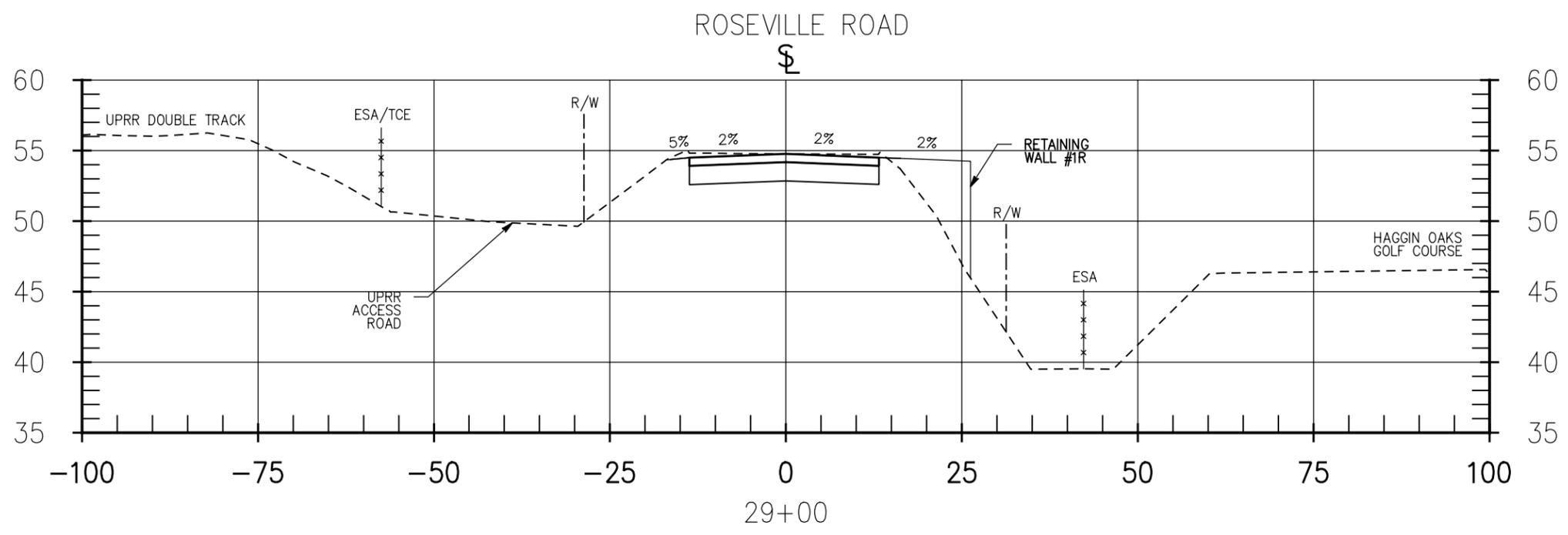
CHECKED BY: D. BLOODWORTH	R.C.E.: C60954
DATE: JAN 2014	DATE: JAN 2014



IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT	
CROSS SECTIONS	

PN: 15068500	SHEET XS-22
497 of 698	23

RELATIVE BORDER SCALE  
IS IN INCHES



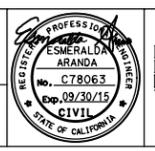
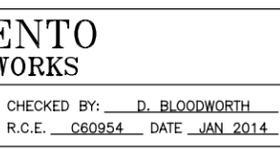
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REVISIONS			
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<b>BENCH MARK</b>	ELEV.	54.58
DESCRIPTION:		
All elevations are based on a differential level loop. Elevations were all relative to NGS Bench Mark (PID=JS0989) NAVD 88		
Elevation: 54.58 (NGVD29 Elevation: 52.04 feet)		

FIELD BOOK	N/A
SCALE	HORIZ. 1"=20' VERT. 1"=2'

<b>CITY OF SACRAMENTO</b> DEPARTMENT OF PUBLIC WORKS		
DRAWN BY: L. ANDERSEN	DESIGNED BY: J. ARELLANO/E. ARANDA	CHECKED BY: D. BLOODWORTH
DATE: JAN 2014	R.C.E.: C78063 DATE: JAN 2014	R.C.E.: C60954 DATE: JAN 2014



IMPROVEMENT PLANS FOR ROSEVILLE ROAD - ARCADE CREEK BRIDGE REPLACEMENT CROSS SECTIONS	
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NO.	DESCRIPTION	DATE	BY

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498 of 698	23