Meeting Date: **6/23/2015**

Report Type: Consent

Report ID: 2015-00538

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City of SACRAMENTO

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

Title: Contract for Powerhouse Science Center Soil Removal Project (G18337000)

Location: District 3

Recommendation: Pass a Motion: 1) approving the Plans and Specifications for the Powerhouse Science Center Soil Removal Project (G18337000); 2) awarding the construction contract to American Construction Engineers for an amount not to exceed $455,172; and 3) authorizing the City Manager to execute a contract with American Construction Engineers in an amount not to exceed $455,172 for the Powerhouse Science Center Soil Removal Project (G18337000).

Contact: Nader Kamal, Special Projects Engineer, (916) 808-7035; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works; Rachel Hazlewood, Senior Project Manager, (916) 808-8645, Economic Development Department

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

1-Description/Analysis

2-Background

3-Exhibit A (Location Map)

4-Exhibit B (Power House Contract)

City Attorney Review

Approved as to Form
Michael Sparks
6/11/2015 9:53:20 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 6/8/2015 10:00:32 AM

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

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Description/Analysis

Issue: The Powerhouse Science Center (PHSC) Soil Removal Project (G18337000) was advertised and one bid was received on May 13, 2015 from American Construction Engineers. American Construction Engineers is the lowest responsive and responsible bidder. City Council approval is necessary to award the construction contract.

Policy Considerations: The action requested supports the 2013 Economic Development Strategy, the River District Specific Plan, the Sacramento Riverfront Master Plan, and prior actions taken by the City Council in support of the PHSC Project.

Economic Impacts: This new infrastructure is expected to create 1.78 total jobs (1.02 direct jobs and 0.76 jobs through indirect and induced actives) and create $274,865 in total economic output ($173,249 of direct output and another $101,615 of output through indirect and induced activities).

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

Environmental Considerations:

California Environmental Quality Act (CEQA)/ National Environmental Policy Act (NEPA):

The project is subject to review under the CEQA. On June 1, 2010, City Council adopted the Mitigated Negative Declaration and Mitigation Monitoring Plan for the Robert T. Matsui Waterfront Park Master Plan Amendment, which included development of the PHSC (Resolution 2010-0296). The action implements the project as considered in the Mitigated Negative Declaration. Section 15162 of the CEQA Guidelines provides that an additional Negative Declaration need not be prepared unless subsequent changes are proposed in the project, substantial changes occur with respect to the project circumstances, or new information of substantial importance to the project becomes known or available. As none of the conditions listed above relating to Section 15162 exist, additional environmental review is not required.

Under NEPA, Sacramento Housing and Redevelopment Agency (SHRA), as the delegated Responsible Entity for HUD, completed preparation of an Environmental Assessment (EA) pursuant to 24 CFR 58.36 and approved a FONSI for the project on July 21, 2010. After completion of the 15-day review period and consideration of the comments, SHRA on behalf of HUD submitted

a Request Release for Funds (RROF) along with the environmental documentation to HUD. HUD approved the RROF on August 23, 2010. Therefore, environmental review under NEPA is complete.

Sustainability Considerations: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: The project was advertised and one bid was received on May 13, 2015. The bid is summarized below:

Contractor	Bid Amount	Good Faith Effort (Yes or No)
American Construction Engineers	$455,172	Yes

Financial Considerations: The total project budget is $720,000 consisting of Environmental Protection Agency (EPA) and Department of Toxic Substances Control Brownfield grant funds, EPA Revolving Loan Funds (pending) and match from the City and Powerhouse Science Center.

As of May 18, 2015 the PHSC Project (G18337000) has a remaining unobligated balance of $283,044. Additional funding from the EPA Revolving Loan Fund in the amount of $300,000 is being submitted to the City Council on June 16, 2015, for approval and will bring the total unobligated amount to $583,044, which is sufficient to execute the construction contract in the amount of $455,172 with American Construction Engineers and cover construction management costs.

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

Local Business Enterprise (LBE): The PHSC Project – (G18337000) has federal Environmental Protection Agency (EPA) funding and requires conformance with Disadvantaged Business Enterprise (DBE) Good Faith Effort requirements. Therefore, the City's LBE policy is held in abeyance. American Construction Engineers met the DBE Good Faith Effort requirements.

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Attachment

Background:

The PHSC is a nonprofit corporation that was founded in 1951. It has operated as the Discovery Museum in a City-owned and supported facility at 3615 Auburn Boulevard for over 60 years. The PHSC has outgrown the 11,000 square foot facility and is working to develop the PHSC on the City-owned site of the former PG&E Power Station B at 400 Jibboom Street (Site).

The Site is located approximately one-quarter mile north of Old Sacramento and is immediately adjacent to the City's water intake structure on the Sacramento River. It includes the historic PG&E building and vacant areas to the north and east of the building. The Site is approximately four acres in size and is immediately north of the six and one-half acre Robert T. Matsui Waterfront Park. The City took title to the Site in 2002 from the State of California. Other than a brief time in the early 1960s when the site was used as a metal salvage yard, the building has been shuttered since PG&E ceased its operation in 1954.

On October 19, 2010, the City Council accepted a grant of $200,000 in Brownfield Cleanup funds from the US Environmental Protection Agency (EPA) for cleanup of Hazardous Substance at the Site. On September 11, 2012, the City Council accepted an additional grant of $150,000 from the Department of Toxic Substance Control (DTSC) for the cleanup project. On September 13, 2012, the PHSC committed in a Cost Sharing Agreement to provide $60,000 in matching funds for the EPA and DTSC grants. The City agreed to provide $10,000 in grant match in staff time committed to the project, which requirement has already been met. Because the estimated cost of the cleanup cost exceeded the two grants received and the required match, the PHSC applied for additional funding in the amount of $300,000 in loan funds from the EPA Revolving Loan Fund which is being submitted to the City Council for approval on June 16, 2015.

The cleanup project will allow the City to excavate potentially contaminated soil from the interior of the historic Power Station B building, test it, and determine the appropriate landfill for disposal and shore up the building at approximately 26 locations.

Project Advertising and Bids

The project was advertised and one bid was received on May 13, 2015. The bid is shown below:

Contractor	Bid Amount	Good Faith Effort (Yes or No)
American Construction Engineers	$455,172	Yes

The engineer’s construction estimate was $455,420

It is recommended that the construction contract be awarded to the lowest responsive and responsible bidder American Construction Engineers.

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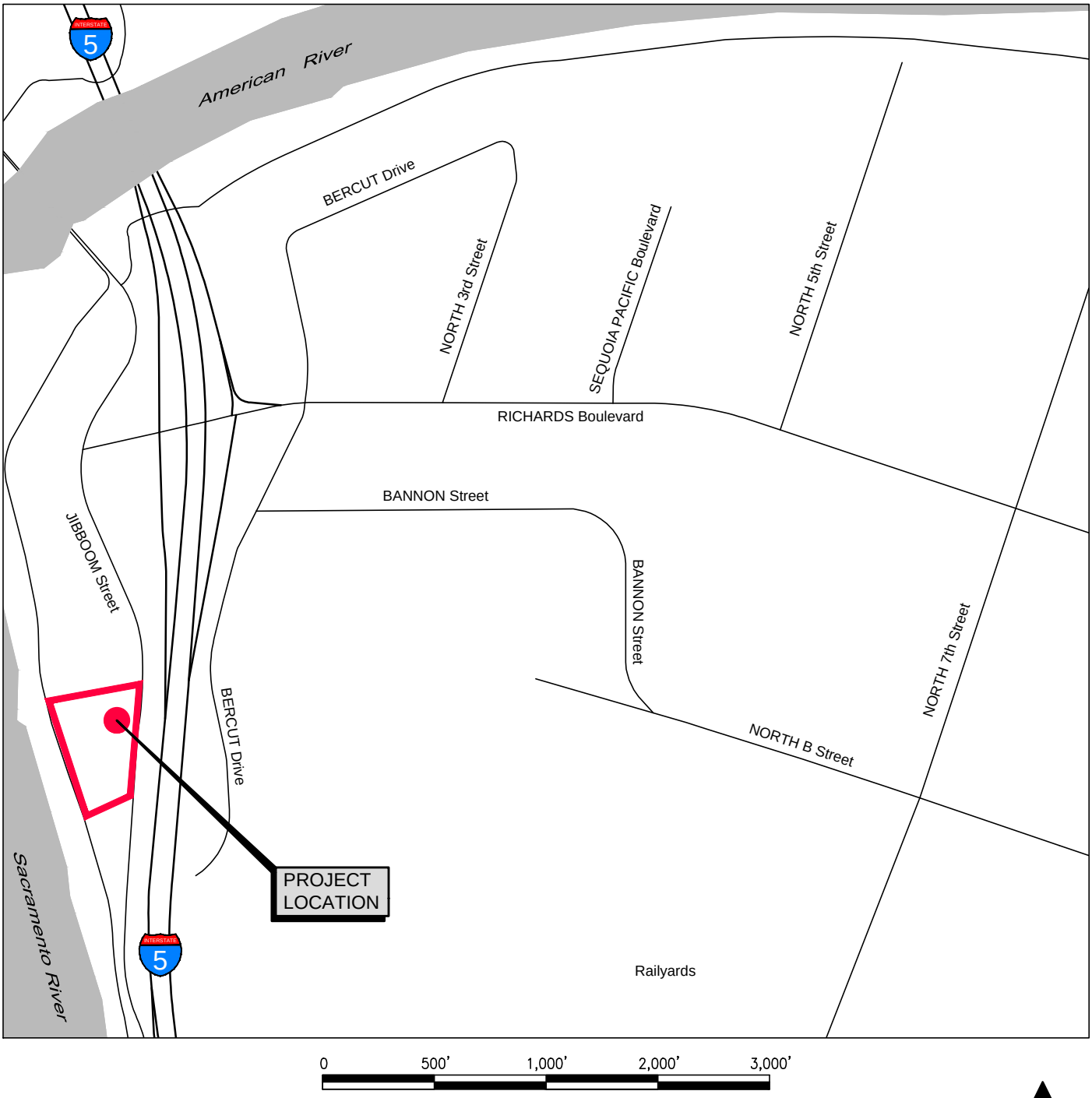
EXHIBIT A

Location Map For:

POWERHOUSE SCIENCE CENTER LOWEL LEVEL SOIL REMOVAL 400 JIBBOOM STREET (PN: G18337000)



City of SACRAMENTO
Department of Public Works

Date: May 18, 2015

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SPECIAL PROVISIONS

NOTICE TO BIDDERS

PROPOSAL AND CONTRACT

FOR

POWERHOUSE SCIENCE CENTER
LOWER LEVEL SOIL REMOVAL

IN

CITY OF SACRAMENTO

CITY PROJECT NO: G18337000

Bid # B15151131024

For use with City of Sacramento Standard Specifications for Public Construction Dated June, 2007, Davis Bacon Wage Rates Dated March 27, 2015 or State of California Prevailing Wage Rates (Higher Rate Prevails) and Labor Surcharge and Equipment Rental Rates.

For Pre-Bid Information Call:
Nader Kamal, Project Manager
TEL: (916) 808-7035
FAX: (916) 808-8281
nkamal@cityofsacramento.org

Pre-Bid Meeting:
April 30, 2015 at 10:00 A.M
400 Jibboom Street
Sacramento, CA 95814

Bids to be received before
2:00 P.M., May 13, 2015
5th Floor, New City Hall
915 I Street, Sacramento, CA 95814

Engineer's Construction Estimate: $455,420

Construction Time: 60 Calendar Days

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 294160

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 5/14/2015 11:55:30 AM

Business Information

AMERICAN CONSTRUCTION ENGINEERS
26375 WATTS VALLEY ROAD
TOLLHOUSE, CA 93667
Business Phone Number:(559) 486-2143

Entity Sole Ownership
Issue Date 05/20/1974
Expire Date **03/31/2016**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR

Certifications

HAZ - HAZARDOUS SUBSTANCES REMOVAL
ASB - ASBESTOS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESCO INSURANCE COMPANY.
Bond Number: 04WB045751
Bond Amount: $12,500
Effective Date: 04/03/2014
Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9096595
Effective Date: 04/18/2015
Cancellation Date: 05/26/2015
Workers' Compensation History

Miscellaneous Information

03/02/2015 - C22 INFORMATIONAL LETTER SENT

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

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

Name of contractor	Period of debarment
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 **William Ben Hicks**, an individual; **Margaret Mary Hicks**, an individual Decision	**2/01/15 through 1/31/18**
L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591 **Alon Gamliel**, an individual Decision	**2/01/15 through 1/31/18**
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 **Edward Eugene Brammer**, an individual and in his capacity as President/CEO/RMO Decision	**4/01/15 through 3/31/18**
Daughter Construction **formerly dba Hy Carpentry Construction** 15407 Thomlake Avenue Norwalk, CA 90650 CSLB #979297	**4/01/15 through 3/31/18**

Sharon Jin Yoo, an individual; **Dae Hyun Yoo**, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership. Decision	
RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306 Decision	**12/15/14 through 12/14/16**
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516 Decision	**11/3/14 through 11/2/17**
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575 Decision	**11/3/14 through 11/2/15**
Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007 Decision	**11/3/14 thorough 11/2/17**
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802 Decision	**8/1/14 through 7/31/17**
Neris General Contractors, a California Corporation 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	**2/28/14 through 2/27/17**
Southland Construction Reza Mohammedi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired) Decision	**10/14/14 through 10/13/17**
National Drywall Corporation, **A Dissolved California Corporation** 603 S. Milliken Avenue, Suite F Ontario, CA 91761	**8/4/14 through 8/3/17**

CSLB #834335 **Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President** **Dora Maria Contreras, an Individual and Agent/Officer of the Corporation** Decision	
Tadros & Youssef Construction, Inc. **Kamel Shaker Tadros & Makram Youssef Youssef, Individually** 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired) Decision	**5/10/14 through 5/9/17**
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927 Decision	**5/1/14 through 4/30/17**
Don Kelly Construction , Inc. **Don Kelly, Individual and Lisa Kelly, Individual** 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719 Decision	**3/25/14 through 3/24/17**
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229 Decision	**2/28/14 through 2/27/17**
Russell/Thompson, Inc. **James Jean Russell & Valery Alena Thompson, Individually** 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked) Decision	**10/31/13 through 10/31/16**
Ayodejia A. Ogundare, Individual **Dba Pacific Engineering Company** 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322 Decision	**5/15/2013 through 5/15/2014**
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220 Decision	**7/29/12 through 7/28/15**
FEI Enterprises, Inc **Gabriel Fedida, Individual** 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252 Decision	**6/14/12 through 6/13/15**
Jeffrey Alan Mott and Michelle Mott, individuals **Dda Integrity Landscape** 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 Decision	**3/29/12 through 3/28/15**
Jensen Drywall & Stucco **Jeffrey E. Jensen** 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) Decision	**3/31/11 through 3/30/13**

All West Construction, Inc. **Donald Kent Russell** 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) Decision	**3/31/11 through 3/30/13**
Country Builders, Inc. **Weldon Offill, individually** 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) Decision Addendum	**3/1/11 through 2/28/14**
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) **David Alvin Trexler, an individual** 909 A. George Washington Yuba City, CA 95993 **Kenneth A. Trexler, an individual** 2603 Lago Lane Marysville, CA 95901 Decision	**7/1/10 through 6/30/13** **7/1/10 through 6/30/13** **7/1/10 through 6/30/13**
Soo Dong Kim, an individual, **dba Soo Kim Electric Company** 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) **Hyo Nam Jung, an individual,** **dba Lucid Electric** 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 Decision	**4/19/10 through 4/18/13** **4/19/10 through 4/18/13**
Southwest Grading, **dba Southwest Grading Services, Inc.,** 22031 Waite Street Wildomar, CA 92595 **David Walter Cholewinski, an individual** 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10 Decision	**3/18/10 through 3/17/13**
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 **Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino** **Electric, an individual** 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) Decision	**10/15/09 through 10/14/12**
Cedar Development Corporation **Serghon Gabriel Afram, individually** 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) Decision	**8/5/09 through 8/4/12**
All Floors Commercial and Residential Flooring, Inc. **Salvador Elias Perea, individually** 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision	**5/14/09 through 5/13/12**
1-AMD Construction, Inc. **Alberto Mordoki, individually** **Mirella Mordoki, individually** 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621	**3/16/09 through 3/15/12**

CSB #787533, revoked Decision	

May 2015

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Engineering Services Division
915 I Street, RM 2000
Sacramento, CA 95814
Phone: 916-808-8300
Fax: 916-808-8281

POWER HOUSE SCIENCE CENTER LOWER LEVEL SOIL REMOVAL
CITY PROJECT NO: G18337000
Bid #: B15151131024

Addendum #1

May 5, 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, Nader Kamal at (916) 808-7035.

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

POWER HOUSE SCIENCE SENTER LOWER LEVEL SOIL REMOVAL
CITY PROJECT NO: G18337000
Addendum No. 1
May 5, 2015

Item 1: The Bid Opening Date does not change with this addendum. The Bid Opening will be 2:00 P.M., on May 13, 2015.

Item 2: Sign-in sheet from the Pre-Bid meeting on April 30, 2015 is attached.

Item 3: Items of the Proposal: Section No. 9, "**ITEM NO. 3 - WALL SHORING SYSTEM.**

ADD the following paragraph:

The Contractor **must** have the shoring system shop drawing and calculations approved by the City of Sacramento Building Department before starting any excavation or soil removal from outside or inside the building.
The Contractor shall fill and submit the attached application to the City of Sacramento Building Department with the drawing and the calculations.

Item 4: Per contractor's request, a second non-mandatory walkthrough has been scheduled on May 8, 2015 at 11:00 am at 400 Jibboom Street

Item 5: Davis Bacon Wages updated as of May 5, 2015

Contractor Questions and Responses

1.	Question	**I would like to see if we can get a copy of any previous soils reports or ground water levels for the site. Since the soil in the basement was very wet at the job walk, I just want to make sure site dewatering will not be required during excavation.**
	Response	Below are the groundwater depth and elevation measurements for the groundwater monitoring wells at the Powerhouse Science Center. This data was collected on Friday, May 1, 2015.

Well I.D.	Top of Casing (TOC) Elevation (MSL)	Depth to Water (feet below TOC)	Groundwater Elevation (MSL)
MW-1	28.65	26.48	2.17
MW-6	32.06	34.79	-2.73
MW-7	32.90	32.62	0.28
MW-8	25.70	29.44	-3.74
MW-9	NA	33.72	NA

2.	Question	**Due to the drought and constantly changing water rationing regulations, can the City guarantee access to construction water meters for this project. If the use of potable water for dust control is restricted because of the drought, will the City allow the use of reclaimed water?**
	Response	The City will permit access to construction water meter for this project. The Contractor must apply and pay a fee for the construction water meter to the City's Department of Utilities (DOU). Please contact the DOU at 264-5011, for construction water meter and fee information.

3.	**Question**	**It was unclear in the specifications who was responsible for testing the painted surface at the wall anchor locations for lead. If the contractor is to do the testing and the tests come back negative, the specs say the bid item will be deleted. Where is the testing cost to be covered in the bid?**
	Response	The City will be conduct the lead testing on the walls where the wall anchors will be installed. If the testing concludes lead is not present, Bid Item No. 6, "Lead Abatement at Wall Anchors", will be deleted. However, if the testing concludes that lead is present, the contractor will be paid to abate the lead under Bid Item No.6.

City of
SACRAMENTO
Community Development

300 Richards Blvd., 3rd Floor
Sacramento, CA 95811

Help Line: 916-264-5011
CityofSacramento.org/dsd

Application for Permit Instructions

California State Law requires that every permit applicant provide specific information and declarations regarding the proposed work. Please read the information below and follow the directions pertaining to your particular permit application. All applications must include the information requested. If you are unsure about any item, the Building Division will assist you. Fill in ALL information completely and either type or print legibly in blue or black ink. Applications may be submitted directly to the Building Division located at 300 Richards Blvd. Sacramento, CA 95811.

Identify the Project

- *Project Location:* Accurate property identification is very important. Please provide the property location/street address and either the lot, building, or suite number. Please note that addresses for new building construction will be issued by the City of Sacramento Community Development Department after permit submittal.
- *Property Owner Information:* Please complete this section with the property owner's information.
- *Licensed Design Professional Information*: If the project has a licensed architect or a licensed engineer, please complete this section. If not, please write "Not applicable" or "N/A"
- *Residential and Commercial Section*: Check the appropriate box(es) to describe the type of project. If applicable, please also complete the SF (square footage) areas and/or Description of Work section. Please also complete the value section.

Identify the Construction Lending Agency

If there is a construction lending agency for the project, please complete this section. If there is no lending agency, please write "Not applicable" or "N/A".

Identify Permit Holder of Record

The permit holder of record can only be either the licensed contractor of record or the property owner (owner-builder). The person signing the permit application must either be the contractor, property owner (requires separate verification form), or an authorized agent of the permit holder (requires separate authorization form).

Identify Who will Perform the Work

Complete either the "California Licensed Contractor's Declaration ***OR*** the "Owner-Builder Declaration" in this section.

- *California Licensed Contractor's Declaration:* This section should only be completed if the permit holder is a licensed contractor. This statement may be signed by the contractor or an authorized agent for the contractor, providing that the Building Division has a letter on file from the contractor authorizing the agent to sign.
- *Owner-Builder Declaration*: This section should only be completed if the permit holder is the property owner (owner-builder). This statement may be signed by the property owner or an authorized agent for the property owner (requires separate authorization form). In every case, a separate" Owner-Builder Notice, Acknowledgement, Verification, & Authorization" form must also be completed and signed by the *property owner.*

Identify Worker's Compensation Coverage

This section should be completed for all projects. Please check the applicable box indicating whether the permit holder has workers' compensation insurance or is exempt from worker's compensation insurance. If the first box is checked, a valid Certificate of Consent to Self Insure must be provided to the Building Division at the time of permit issuance. This certificate must include the policy number. If the second box is checked, a valid Certificate of Worker's Compensation Insurance must be provided to the Building Division at time of permit issuance. This certificate must show the insurance agent's name and phone number, the worker's compensation carrier, policy number, and expiration date. The third box is checked only when the property owner or contractor will have no employees on the job. This declaration must be signed by either the permit holder or an authorized agent.

THIS APPLICATION IS NOT A PERMIT. A VALID PERMITS RESULTS WHEN PART II IS APPROVED AND ISSUED BY THE CITY OF SACRAMENTO BUILDING DIVISION. PERMIT FEES MUST BE PAID AND RECEIPT ACKNOWLEDGED. AN APPLICATION IS DEEMED ABANDONED 180 DAYS AFTER FILING UNLESS THE BUILDING OFFICIAL DETERMINES THE APPLICATION HAS BEEN PURSUED IN GOOD FAITH OR GRANTS AN EXTENSION(S) (CBC APPENDIX CHAPTER 1 SECTION 105.3.2).

BE SURE ALL NECESSARY SIGNATURES ARE OBTAINED

Date: **Permit #:** COM-1503031

Project Location: Address: 400 Jibboom Street
(Lot#, Bldg #, or Ste #): _____ Parcel Number (APN): 0 0 1 - 0 1 9 0 - 0 0 4

Property Owner: Name: Nader Kamal, Special Projects Engineer, City of Sacramento
Email: nkamal@cityofsacramento.org Phone: 916 808-7035 Fax: 916 808-7903
Mailing Address: 915 I Street, Room 2000 City/State/Zip: Sacramento, CA 95814

Licensed Design Professional Information: *(Architect or Engineer in charge of the project.)*
Name: _____ Lic # : _____
Email: _____ Phone: _____ Fax: _____
Mailing Address: _____ City/State/Zip: _____

Licensed Contractor Information: Company Name: _____
Lic #: _____ Email: _____ Phone: _____ Fax: _____
Mailing Address: _____ City/State/Zip: _____

Project Contact: ☐ Owner ☐ Design Professional ☐ Contractor ☐ Other: _____
Name: Nader Kamal Email: nkamal@cityofsacramento.org
Phone: 916-808-7035 Fax: 916-808-7903

Residential

Square footage: 1st Floor: _____ 2nd Floor: _____
Garage: _____ Basement: _____ Patio/Deck: _____
Other: _____
No of Stories: _____

☐ **Minor Permit:** ☐ Walk-In ☐ Fax-In ☐ Fax-Back
Reroof: # Squares_____ Material_____
HVAC: ☐ Change-out or ☐ Cut-in / ☐ Split system or ☐ Package system / ☐ Roof Mount or ☐ Ground
Siding: Type:_____

☐ **Single Family** ☐ **Duplex** ☐ **Halfplex**
☐ **Master Plan** *Plan #/Option:* _____
☐ **Production Permit** MP#_____
☐ **Addition** Total: _____SF
☐ **Pool:** ☐ Pool ☐ Pool/Spa ☐ Spa
☐ **Remodel or Repairs** (Describe Below)
☐ **Wrecking Permit** (Also requires form CDD-0233)

Commercial

☐ **Minor Permit:** ☐ Walk-In ☐ Fax-In ☐ Fax-Back
Reroof: # Squares_____ Material_____
☐ **New Building**: Total:_____SF
☐ **Apartments:** # of Bldgs____ # of Units____
☐ **Tenant Improvement**: Existing:_____ SF
☐ **Addition/** Total:_____SF
☐ **Pool:** ☐ Pool ☐ Pool/Spa ☐ Spa
☒ **Remodel or Repairs**(Describe Below)
☐ **Sign** (Also requires form CDD-0274)
☐ **Wrecking Permit** (Also requires form CDD-0233)
☐ **Phased Permit**
☐ **Electronic Plan Check**
☐ **FPP** (Describe Below)
☐ **OSHPD III** (Also requires form CDD-0221)

Description of Work: Remove and replace existing fence, place wall shoring inside of building, excavate ramp to bottom level of building, remove existing south double doors to gain access to bottom level, excavate soil, test soil and off-haul soil to appropriate landfill.

Value *(include all LABOR & MATERIALS)*:$ 500,000 Construction Type: _____ Occupancy: N/A

This Section to be Complete by City Staff: DISCIPLINE ROUTING (Circle those that Apply):

Structural Life Safety Elec Plmg/Mech Fire Dev Eng Utilities Landscape Air Quality County Health Const. Debris Planning Preservation Design Review OSHPD-III

NOTE: A valid permit results when Part II is issued by the Building Division

Address: **Permit #:**

Identify Permit Holder of Record

This permit is to be issued in the name of the **LICENSED CONTRACTOR** or the **PROPERTY OWNER** as the permit holder of record who will be responsible and liable for the construction.

Permit Holder's Name:_____ Phone #:_____

Mailing Address:_____ City/State/Zip_____

Identify who will Perform the Work

*(COMPLETE THE "CALIFORNIA LICENSED CONTRACTOR'S DECLARATION" **OR** THE "OWNER-BUILDER DECLARATION")*

California Licensed Contractor's Declaration

I herby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

CA Contractor's License Number: _____ Class: _____ Expiration Date: _____

Contractor or Authorized Agent's Signature: _____ **Date:** _____

Owner-Builder Declaration

I herby affirm under penalty of perjury that I am exempt from the Contractors' State License Law for the following reason(s) indicated below by the checkmark(s) I have placed next to the applicable items(s) (Sec.7031.5, Business and Professions Code: Any city or county that requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law [Chapter 9 {commencing with Section 7000} of Division 3 of the Business and Professions Code] or that he or she is exempt from licensure and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars [$500]).

*Please **check all that apply** for the following:*

☐ **I, as owner of the property, or my employees with wages as their sole compensation will do** ☐ ***ALL OF or*** ☐ ***PORTIONS OF*** **the work**, and the structure is not intended or offered for sale. (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of the property, who through employees' or personal effort, builds or improves the property, provided that the improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the Owner-Builder will have the burden of proving that it was not built or improved for the purpose of sale.)

☐ **I, as owner of the property, am exclusively contracting with licensed Contractors to construct the project** (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a licensed Contractor pursuant to the Contractors' State License Law.).

☐ **I am exempt from licensure under the Contractor's State License Law for the following reason:**

_____.

By my signature below I acknowledge that, except for my personal residence in which I must have resided for at least one year prior to completion of the improvements covered by this permit, I cannot legally sell a structure that I have built as an owner-builder if it has not been constructed in its entirety by licensed contractors. I understand that a copy of the applicable law, Section 7044 of the Business and Professions Code, is available upon request when this application is submitted or at the following Web site: http://www.legalinfo.ca.gov/calaw.html.

Property Owner or Authorized Agent's Signature: _____ **Date:** _____

Address: **Permit #:**

Identify the Construction Lending Agency

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued.(3097 Civil Code)

Lender's Name_____

Mailing Address:_____ City/State/Zip_____

Identify Workers' Compensation Coverage

WARNING: *Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars ($100,000). In addition to the cost of compensation, damages as provided for in Section 3706 of the Labor Code, interest, and attorney's fees.*

I herby affirm under penalty of perjury **one** of the following declarations:

☐ **I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations** as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

Policy No. _____

☐ **I have and will maintain workers' compensation insurance**, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Insurance Carrier:_____ Policy #:_____ Exp. Date:_____

Name of Insurance Agent: _____ Phone #: _____

☐ **I certify that in the performance of the work for which this permit is issued,** I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Contractor, Property Owner, or Authorized Agent's Signature:

_____ **Date:** _____

BY MY SIGNATURE BELOW, I CERTIFY TO EACH OF THE FOLLOWING STATEMENTS:

I am the property owner, contractor, or authorized to act on the property owner's or contractor's behalf. I have read this application and the information I have provided is correct. I agree to comply with all applicable City and County ordinances, rules, regulations, and State laws relating to building construction, and with any and all conditions of permit. I agree to defend, indemnify, and hold harmless the City of Sacramento, its officers, agents, and employees from any and all claims and liability for personal injury, including death, and property damage caused by, arising out of, or in any way connected with the issuance of this permit. I hereby acknowledge that issuance of this permit does not authorize the use or occupancy of any sidewalk, street, or subsidewalk. I authorize representatives of the City of Sacramento to enter the above mentioned property for inspection purposes.

Contractor, Property Owner*, or Authorized Agent's Signature:** _____ **Date:** _____

Print Name: _____ **Relationship to Project:** _____

**requires verification* ***requires separate authorization form*

Note: A valid permit results when Part II is issued by the Building Division.

Project Title **April 30, 2015**

Power House Science Center

(PN: G18337000)

SIGN IN SHEET

	NAME	COMPANY/AGENCY	PHONE NO.
1.	Nader Kamal	City of Sacramento	916-808-7035
2.	Tim Mar	City of Sacramento	916-808-7531
3.	Jose Ledesma	City of Sacramento	916-808-8195
4.	LARRY HAUTZELL	AMERICAN INTEGRATED	323-974-7081
5.	Jean Pereira	Pereira Building Industries	916 256-2602
6.	JAKE FRENCH	Innovative Construction Solutions	510-269-4229
7.	GARY WELLIVER	RioLinda CA	916 992 0741
8.	Stuart Webb	PARC Specialty	916-992-5405
9.	Dean Mochrie	Stantec	916 607 7762
10.	SHAWN PAYNE	PNP CONSTRUCTION	530 885-9360
11.	Rollo Stephens	Ramcon Eng.	916 372 7535
12.	Steve Green	CB Green Inc	916 365 4925
13.	MATT DWYER	ERRG	916-520-7275
14.	Jason Gulbransen	ERRG	916 520 7276
18.	BILL WILLIAMS	AMERIAN CONST ENGR	559-288-1471 FAX 559-486-2362
19.	LAURA LONG	BLACKBURN CONSULTING	530-219-4891
20.	Jessica Ward	JM Environmental	916 870-3504

Project Title **April 30, 2015**

Power House Science Center

(PN: G18337000)

SIGN IN SHEET

	NAME	COMPANY/AGENCY	PHONE NO.
1.	Nader Kamal	City of Sacramento	916-808-7035
2.	Tim Mar	City of Sacramento	916-808-7531
3.	Jose Ledesma	City of Sacramento	916-808-8195
4.	Steve Hatt	HDR	916 601-9106
5.	JESS GREGORY	GREGORY EQUIPMENT	530-999-1933
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
18.			
19.			
20.			

>

General Decision Number: CA150009 05/01/2015 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.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	01/30/2015
4	02/13/2015
5	02/20/2015
6	03/27/2015
7	04/17/2015
8	05/01/2015

ASBE0016-001 01/01/2014

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, 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 01/01/2015

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	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)		
AREA 1	$ 28.30	7.75
AREA 2	$ 32.38	7.75

BOIL0549-002 01/01/2013

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties	$ 42.06	33.43
(2) Remaining Counties	$ 38.37	31.32

BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER	$ 28.05	14.01

BRCA0003-004 05/01/2013

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes

BRICKLAYER
AREA 1.....$ 36.48 19.59
AREA 2.....$ 39.96 23.79

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2013

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

BRCA0003-010 04/01/2014

	Rates	Fringes
TILE FINISHER		
Area 1	$ 22.58	10.04
Area 2	$ 22.58	12.50
Area 3	$ 22.76	12.37
Area 4	$ 22.26	11.85
Tile Layer		
Area 1	$ 38.13	11.98
Area 2	$ 36.43	13.74
Area 3	$ 40.59	13.79
Area 4	$ 37.46	13.74

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2013

	Rates	Fringes
MARBLE MASON	$ 39.30	22.48

CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 39.60	30.73
Diver standby	$ 44.56	30.73

Diver Tender	$ 43.56	30.73
Diver wet	$ 89.12	30.73
Manifold Operator (mixed gas)	$ 48.56	30.73
Manifold Operator (Standby)	$ 43.56	30.73

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

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

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

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

CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver	$ 40.60	30.73

CARP0035-001 08/01/2014

AREA 1: MARIN, NAPA, SOLANO & SONOMA

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

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

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 40.35	27.97
Area 3	$ 34.97	27.97
Area 4	$ 33.62	27.97

Drywall Stocker/Scrapper
Area 1.....$ 20.18 16.30
Area 3.....$ 17.49 16.30
Area 4.....$ 16.81 16.30

CARP0035-009 07/01/2014

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53
Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP0035-010 07/01/2014

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

CARP0046-001 07/01/2014

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		

Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 34.62	27.53
Journeyman Carpenter	$ 34.47	27.53
Millwright	$ 36.97	29.12

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

CARP0046-002 07/01/2014

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

CARP0152-003 07/01/2014

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

CARP0180-001 07/01/2014

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		

Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53
Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP0751-001 07/01/2014

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53
Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP1599-001 07/01/2014

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

ELEC0180-001 06/01/2014

NAPA AND SOLANO COUNTIES

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

ELEC0180-003 12/01/2014

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.

ELEC0340-002 12/08/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 27.85	13.80
Sound & Communications Technician	$ 33.42	13.80

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 12/01/2013

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	$ 39.06	18.54
Sierra Army Depot, Herlong..	$ 48.83	18.54
Tunnel work.....	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 11/01/2014

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.....	$ 37.50	15.14

ELEC0551-004 06/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
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

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ELEV0008-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 60.39	28.38

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	$ 35.57	27.81
(3) Booster Pump		

Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 34.45 27.81
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 31.15 27.81
AREA 2:
(1) Leverman.....$ 42.53 27.81
(2) Dredge Dozer; Heavy
duty repairman.....$ 37.57 27.81
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 36.45 27.81
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 33.15 27.81

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

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

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

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

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

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

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

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

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

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

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

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

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

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

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

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"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1

RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 39.85	27.44
GROUP 2	$ 38.32	27.44
GROUP 3	$ 36.84	27.44
GROUP 4	$ 35.46	27.44
GROUP 5	$ 34.19	27.44
GROUP 6	$ 32.87	27.44
GROUP 7	$ 31.73	27.44
GROUP 8	$ 30.59	27.44
GROUP 8-A	$ 28.38	27.44
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 40.73	27.44
Oiler	$ 33.76	27.44
Truck crane oiler	$ 37.33	27.44
GROUP 2		
Cranes	$ 38.97	27.44
Oiler	$ 33.50	27.44
Truck crane oiler	$ 37.04	27.44
GROUP 3		
Cranes	$ 37.23	27.44
Hydraulic	$ 32.87	27.44
Oiler	$ 33.26	27.44
Truck Crane Oiler	$ 36.77	27.44
GROUP 4		
Cranes	$ 34.19	27.44
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 41.07	27.44
Oiler	$ 31.81	27.44
Truck crane oiler	$ 34.09	27.44
GROUP 2		
Lifting devices	$ 39.25	27.44
Oiler	$ 31.54	27.44
Truck Crane Oiler	$ 33.84	27.44
GROUP 3		
Lifting devices	$ 37.57	27.44
Oiler	$ 31.32	27.44
Truck Crane Oiler	$ 33.55	27.44
GROUP 4		
Lifting devices	$ 35.80	27.44
GROUP 5		
Lifting devices	$ 34.50	27.44
GROUP 6		
Lifting devices	$ 33.16	27.44
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes	$ 41.70	27.44

Oiler	$ 32.15	27.44
Truck Crane Oiler	$ 34.38	27.44
GROUP 2		
Cranes	$ 39.93	27.44
Oiler	$ 31.88	27.44
Truck Crane Oiler	$ 34.16	27.44
GROUP 3		
Cranes	$ 38.45	27.44
Hydraulic	$ 32.67	27.44
Oiler	$ 31.66	27.44
Truck Crane Oiler	$ 33.89	27.44
GROUP 4		
Cranes	$ 36.43	27.44
GROUP 5		
Cranes	$ 35.13	27.44
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 35.95	27.44
GROUP 1-A	$ 38.32	27.44
GROUP 2	$ 34.59	27.44
GROUP 3	$ 33.36	27.44
GROUP 4	$ 32.22	27.44
GROUP 5	$ 31.08	27.44
UNDERGROUND:		
GROUP 1	$ 35.85	27.44
GROUP 1-A	$ 38.32	27.44
GROUP 2	$ 34.59	27.44
GROUP 3	$ 33.26	27.44
GROUP 4	$ 32.12	27.44
GROUP 5	$ 30.98	27.44

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

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

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

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

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

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

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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;

PILEDRIVERS

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

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

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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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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 29.64	25.71
AREA 2	$ 31.64	25.71
GROUP 2		
AREA 1	$ 26.04	25.71
AREA 2	$ 28.04	25.71
GROUP 3		
AREA 1	$ 21.43	25.71
AREA 2	$ 23.43	25.71

GROUP DESCRIPTIONS:

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

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

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

AREA DESCRIPTIONS:

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

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

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

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

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

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

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

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

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

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

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

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

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

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

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

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

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

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

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

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

IRON0377-002 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

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.

LABO0067-006 06/30/2014

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

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

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 29.09	18.66
GROUP 1	$ 28.39	18.66
GROUP 1-a	$ 28.61	18.66
GROUP 1-c	$ 28.44	18.66
GROUP 1-e	$ 28.94	18.66
GROUP 1-f	$ 28.97	18.66
GROUP 1-g (Contra Costa County)	$ 28.59	18.66
GROUP 2	$ 28.24	18.66
GROUP 3	$ 28.14	18.66
GROUP 4	$ 21.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 28.09	18.66
GROUP 1	$ 27.39	18.66
GROUP 1-a	$ 27.61	18.66
GROUP 1-c	$ 27.44	18.66
GROUP 1-e	$ 27.94	18.66
GROUP 1-f	$ 27.97	18.66
GROUP 2	$ 27.24	18.66
GROUP 3	$ 27.14	18.66
GROUP 4	$ 20.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 29.35	18.66
GROUP 2	$ 28.85	18.66
GROUP 3	$ 28.26	18.66
GROUP 4	$ 28.14	18.66
Laborers: (GUNITE - AREA B:)		
GROUP 1	$ 28.35	18.66
GROUP 2	$ 27.85	18.66
GROUP 3	$ 27.26	18.66
GROUP 4	$ 27.14	18.66
Laborers: (WRECKING - AREA A:)		
GROUP 1	$ 28.39	18.66
GROUP 2	$ 28.24	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1	$ 27.39	18.66
GROUP 2	$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 28.14	18.66
(2) Establishment Warranty Period	$ 21.83	18.66

Landscape Laborer (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction	$ 27.14	18.66
(2) Establishment Warranty Period	$ 20.83	18.66

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

LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

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

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

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0185-002 06/30/2014

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

	Rates	Fringes

LABORER
Mason Tender-Brick.....$ 31.11 17.34

LABO0185-005 06/30/2014

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

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-002 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 28.14	19.03
Traffic Control Person I	$ 28.44	19.03
Traffic Control Person II	$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

cushions, construction area and roadside signage.

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

LABO0261-004 06/30/2014

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.36	17.34

LABO0324-004 06/30/2014

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 27.14	19.03
Traffic Control Person I....	$ 27.44	19.03
Traffic Control Person II...	$ 24.94	19.03

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

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

LABO0324-008 06/30/2014

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 34.60	19.49
GROUP 2.....	$ 34.37	19.49
GROUP 3.....	$ 34.12	19.49
GROUP 4.....	$ 33.67	19.49
GROUP 5.....	$ 33.13	19.49
Shotcrete Specialist.....	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 06/30/2014

NAPA, SOLANO AND SONOMA COUNTIES

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

LABO1414-005 08/07/2013

	Rates	Fringes
Plasterer tender	$ 30.00	16.36

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

PAIN0016-004 01/01/2015

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:	$ 36.45	21.48

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 01/01/2015

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	19.88

PAIN0016-007 01/01/2015

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:.....	$ 30.85	16.85

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

PAIN0016-008 01/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 46.20	18.73

PAIN0169-004 01/01/2015

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.....	$ 43.48	24.19

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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.

PAIN0567-007 07/01/2014

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

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 25.81	11.68

PAIN0567-010 07/01/2013

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

	Rates	Fringes
Drywall		
(1) Taper.....	$ 27.07	11.14
(2) Steeplejack - Taper, over 40 ft with open space below.....	$ 28.57	11.14

PAIN0767-004 01/01/2015

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.....	$ 33.79	22.49

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

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

PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway		

Marking:
GROUP 1.....$ 34.26 11.65
GROUP 2.....$ 29.12 11.65
GROUP 3.....$ 29.46 11.65

CLASSIFICATIONS

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

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2015

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.....	$ 31.79	14.93

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 01/01/2015

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

	Rates	Fringes
PLUMBER.....	$ 37.50	26.39

PLUM0343-001 07/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	$ 30.60	19.40
All Other Work.....	$ 48.00	30.05

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

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

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* PLUM0350-001 02/01/2015

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

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 30.88	11.51

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

PLUM0442-003 01/01/2015

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 38.50	25.89

PLUM0447-001 07/01/2013

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

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 41.77	22.35
Light Commercial Work	$ 32.23	17.22

ROOF0081-006 08/01/2014

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 35.06	13.89

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

SFCA0483-003 01/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 56.02	27.77

SFCA0669-003 07/01/2013

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

	Rates	Fringes
SPRINKLER FITTER	$ 34.19	19.37

SHEE0104-006 01/01/2015

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 45.26	38.82
All other work	$ 50.71	40.05

SHEE0104-009 01/01/2015

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

	Rates	Fringes
SHEET METAL WORKER	$ 39.05	31.24

SHEE0104-010 01/01/2015

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 36.59	28.66

SHEE0104-011 01/01/2015

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

SHEE0104-014 01/01/2015

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 33.86	31.83

SHEE0104-019 01/01/2015

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

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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)).

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.

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

City of Sacramento
Formal Bid / Proposal Delivery Options

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

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

Option	Service Provider and/or Service Types	Address
1.	**United States Postal Service (USPS)** - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk's Office 915 I Street, New City Hall Public Counter – 5th Floor Sacramento, CA 95814-2604
2.	**Expedited Services** - FedEx - UPS - DHL	Sacramento City Clerk's Office 915 I Street, New City Hall Public Counter - 5th Floor Sacramento, CA 95814-2604
3.	**Personal Delivery** - Hand Delivery - Courier	Sacramento City Clerk's Office 915 I Street, New City Hall Public Counter - 5th Floor Sacramento, CA 95814-2604

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk Public Counter, New City Hall, 4th Floor, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM on May 13, 2015** and will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

Power House Science Center

Lower Level Soil Removal

400 Jibboom Street

(CIP No. G18337000)

as set forth in the Contract Documents.

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

Power House Science Center

Lower Level Soil Removal

400 Jibboom Street

(CIP No. G18337000)

Copies of the Contract Documents are available at

Planetbids
http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#

There are no costs to view or download the plans and specifications.

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

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

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

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

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

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

Bid protests must be filled 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, Sacramento, CA 95814.

Department of Industrial Relations Registration and Reporting Requirements (SB 854)

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 **shall be rejected as non-responsive**; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, **shall be rejected as non-responsive**, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

This contract also is subject to compliance monitoring and enforcement by the DIR. For all contracts awarded on or after April 1, 2015, California Labor Code Section 1771.4 (enacted by SB 854) requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is attached. This is provided solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligation to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations.

The contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding the City's Labor Compliance Program should be directed to the Department's contracts staff at (916) 808-1923.

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854]

FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at $300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
    - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
    - Must have Contractors State License Board license if applicable to trade.
    - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
    - Must not be under federal or state debarment.
    - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
    - A contractor won't be in violation for working on a private job that is later determined to be public work;
    - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
    - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
    - An unregistered contractor or subcontractor can be replaced with one who is registered;
    - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (*Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.*)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
    - This requirement will be phased in as follows:
        - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
        - Will apply to any new projects awarded on or after April 1, 2015
        - May apply to other projects as determined by Labor Commissioner
        - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
    - The Labor Commissioner may make exception to this requirement for
        - Projects covered by qualifying project labor agreement
        - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
    - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS PROJECTS

See following links: www.dir.ca.gov and/or www.leginfo.ca.gov

BID PROPOSAL FORMS

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

CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

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:

Power House Science Center
Lower Level Soil Removal
400 Jibboom Street
(CIP No. G18337000)

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:

SOIL REMOVAL					
	DESCRIPTION	EST QTY		UNIT COST	TOTAL
A. PREPARATORY WORK					
1	Preconstruction Photographs	1	LS	2,000 -	2,000 -
2	Clearing and Grubbing	1	LS	15,000 -	15,000 -
3	Erosion, Sediment, and Pollution Control	1	LS	15,000 -	15,000 -
4	Construction Stakes (Clay Cap)	1	LS	6,000 -	6,000 -
5	Bird Waste Removal	1	LS	15,000 -	15,000 -
6	Lead Abatement @ Wall Anchors	1	LS	10,000 -	10,000 -
7	Remove/Replace South Doors	1	LS	5,000 -	5,000 -
8	Relocate Existing Fence	2	EA	4,000 -	8,000 -
9	Excavate/Backfill Ramp to Intake Level	1	LS	30,000 -	30,000 -
	PREPARATORY WORK SUBTOTAL				106,000
B. CONSTRUCTION					
1	Wall to Slab Tie-in	26	EA	1,000	26,000 -
2	Remove Non-Hazardous Misc. Items @ Intake Level	1	LS	25,000 -	25,000 -
3	Wall Shoring System	1	LS	178,172	178,172 -
4	Soil Excavation	400	CY	80 -	32,000 -
5	Class I Contaminated Soil to Transport & Dispose	13	Tons	4,000 -	52,000 -
6	Class II Contaminated Soil to Transport & Dispose	13	Tons	2,000 -	26,000 -
7	Monitoring Building for Displacement	1	LS	10,000 -	10,000
	CONSTRUCTION SUBTOTAL				349,172
TOTAL BID (PREPARATORY PLUS CONSTRUCTION)					455,172

CONTRACTOR NAME: American Construction Engineers

TOTAL BID $ 455,172 -

It is understood that this Bid Proposal is based upon completion of the Work within a period of **SIXTY (60) CALENDAR DAYS,** commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by the City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

The quantity shown in Bid Items A8, B1, B4, B5, and B6 in this Bid Proposal shall be considered approximate. The bid quantity may be increased, decreased or deleted as directed by the Engineer at the unit price bid by the Contractor with no additional compensation allowed therefore. Increases, decreases and deletions of quantities and any increase or decrease of calendar work days shall be covered in a Contract Change Order.

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

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

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

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

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

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

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

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

Add. # 1 DATE 05/05/2015

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.

Private Individual

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:

($ 45,517.20) not less than ten percent (10%) of amount Bid Proposal

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

CONTRACTOR:

By _____
(Signature)

William Williams
(Print or Type)

Title Owner
Address 26375 Watts Valley Rd.
Tollhouse, CA 93667
Telephone No. 559-486-2143

Fax No. 559-486-2962

Email Address AMCON559@AOL.com

Date 05/12/15

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. 294160 Type A, B, HAZ, ASB

Expiration Date 03/31/16

Tax I.D. Nos.- Fed. 75-3261519 State 037-2720-3

City of Sacramento Business Operation Tax Certificate No. 1021485
(City will not award contract if Certificate Number is missing.)

City of SACRAMENTO
Department of Public Works

KNOW ALL MEN BY THESE PRESENTS,

That we, American Construction Engineers

as Principal, and Contractors Bonding and Insurance Company

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

THE CONDITION OF THIS OBLIGATION IS SUCH
That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened by the City Clerk's Office, City of Sacramento, located at 915 I Street, Historic City Hall, Closed Session Room #CH1104, Sacramento, CA 95814 up to the hour of 2:00 p.m. on May 13, 2015 for the Work specifically described as follows:

Power House Science Center
Lower Level Soil Removal
400 Jibboom Street
(CIP No. G18337000)

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 1st day of May 20 15.

American Construction Engineers
(Contractor) (Seal)
By
Title

ORIGINAL APPROVED AS TO FORM:

City Attorney

Contractors Bonding and Insurance Company
(Surety) (Seal)
By
Title Cody Lyman, Attorney-in-Fact
Agent Name and Address Alliant Insurance Services, Inc.
9 E. River Park Place East, Suite 310, Fresno, CA 93720
Agent Phone # 559-374-3560
Surety Phone # 949-341-9169
California License # OC36861

(Rev. 1-8-14)

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)
) ss
County of Fresno)

On 5/1/2015, before me, Bonnie Gonzalez, Notary Public, personally appeared Cody Lyman, 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.

BONNIE GONZALEZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2033118
FRESNO COUNTY
My Comm. Exp. July 12, 2017

(Seal)

Signature: Bonnie Gonzalez
Bonnie Gonzalez, Notary Public

RLI® cbic an RLI Company
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Steven P. Edward, Cody Lyman, Lyn Genito, Bonnie Gonzalez, jointly or severally

in the City of Fresno, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed **Ten Million** Dollars (**$10,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 4th day of February, 2015.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die — Vice President

State of Illinois
County of Peoria } SS

On this 4th day of February, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler — Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 01/14/18

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 1st day of May, 2015.

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die — Vice President

0484668020212

City of SACRAMENTO

SUBCONTRACTORS LIST

READ THE FOLLOWING REQUIREMENT CAREFULLY 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.

SUBCONTRACTOR			
Name	Z-Con Specialty Services	**Contact**	Dave Zanotti
Address:	1645 Old Bayshore Rd	**Phone**	408-451-9512
City, State, Zip	San Jose CA 95112	**Dollar Value**	$18,750
Description of Services	Hazardous Materials		
Contractor Lic. # (MANDATORY)	803805	**DIR Registration # (MANDATORY)**	1000010870
SUBCONTRACTOR			
Name	Dellard Environmental Services	**Contact**	Melissa Roach
Address:	P.O. Box 579	**Phone**	925-634-6850
City, State, Zip	Byron, CA 94514	**Dollar Value**	$20,000 -
Description of Services	Hauling		
Contractor Lic. # (MANDATORY)	624665	**DIR Registration # (MANDATORY)**	1000007276
SUBCONTRACTOR			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Dollar Value**	
Description of Services			
Contractor Lic. # (MANDATORY)		**DIR Registration # (MANDATORY)**	
SUBCONTRACTOR			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Dollar Value**	
Description of Services			
Contractor Lic. # (MANDATORY)		**DIR Registration # (MANDATORY)**	
SUBCONTRACTOR			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Dollar Value**	
Description of Services			
Contractor Lic. # (MANDATORY)		**DIR Registration # (MANDATORY)**	

Add additional pages if necessary.

Revised 4/15/14

City of SACRAMENTO
Department of Public Works

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: American Construction Engineers

BY: _____ Owner **Date:** 05/12/15
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.

FM 681
(Rev. 10/5/01)

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code Section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening in order to bid. On July 31, 2007, the City Council adopted Resolution No. 2007-574 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a qualified bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a qualified bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

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

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years
The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

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

   294160 A, B, HA2, ASB 03/31/16

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

6. Answer either subsection A or B, as applicable:

A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

☐ Yes ☐ No ☐ Not applicable

OR

B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

☐ Yes ☒ No ☐ Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

☐ Yes ☒ No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

☐ Yes ☒ No

OR

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of $100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

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

☐ Yes ☒ No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

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

☐ Yes ☒ No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

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

☐ Yes ☒ No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of $50,000 or more?

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at Fresno CA, on 05/12/15
(Location) (Date)

Signature: _____

Print name: William Williams

Title: Owner

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

American Construction Engineers
Name of Contractor

26375 Watts Valley Rd, Tollhouse, CA 93667
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.

3. If the face amount of this City Contract is less than $100,000.00 as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds $100,000.00 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:

   a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to

the domestic partner or to the spouse.

b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

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

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

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

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

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

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee,

for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

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

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

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

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

05/12/15
Date

William Williams
Print Name

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

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

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

The included employee benefits are:

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

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

You May . . .

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

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

- 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.

DBE/MBE/WBE REQUIREMENTS AND EXHIBITS

Bidders shall complete and return Exhibits A, D, and E with their bids.

Region 9 MBE/WBE Fair Share Goals

Revised and Approved MBE/WBE Fair Share Goals (Effective (11/12/13)

State Agency	Procurement Category	Approved FY 2014-16 MBE Goals	Approved FY 2014-16 WBE Goals
Nevada Department of Conservation and Natural Resources (Division of Environmental Protection)	Construction	3 %	1 %
Nevada Department of Agriculture	Equipment	2 %	1 %
Nevada Division of Wildlife	Services	1 %	1 %
Nevada State Health Division	Supplies	1 %	1 %
Las Vegas Paiute Tribe			
Yerington Paiute Tribe			

Revised and Approved MBE/WBE Fair Share goals (Effective 12/25/11)

State Agency	Procurement Categories	Approved FY 2012-14 MBE Goals	Approved FY 2012-14 WBE Goals
California State Water Resources Control Board	Construction	2%	1%
California Department of Pesticide Regulation	Equipment	1%	1%
California State Coastal Conservancy	Services	1%	1%
California Department of Conservation (Oil & Gas)	Supplies	1%	1%
California Natural Resources Agency			
California Department of Toxic Substances Control			
California Air Resources Board			
California Dept of Water Resources			
California Environmental Protection Agency			
California Department of Fish and Game			
Grindstone Indian Rancheria			
Morongo Band of Mission Indians			

Revised and Approved MBE/WBE Fair Share goals (Effective 12/25/211)

State Agency	Procurement Category	Approved FY 2012-14 MBE Goals	Approved FY 2012-14 WBE Goals
California Department of Public Health (CADPH)	Construction	11 %	4%
	Equipment	2%	2%
	Services	4%	2%
	Supplies	2%	1%

Revised and Approved MBE/WBE Fair Share goals (Effective (11/26/13)

State Agency	Procurement Category	Approved FY 2014-16 MBE Goals	Approved FY 2014-16 WBE Goals
Arizona Department of Environmental Quality	Construction	12 %	5 %
Arizona Department of Agriculture	Equipment	4 %	4 %
Arizona Structural Pest Control Commission	Services	3 %	2%
Arizona Radiation Regulatory Agency	Supplies	1%	1%
Arizona Water Infrastructure Authority			
Gila River Indian Community			
Arizona Water Infrastructure Finance Authority (WIFA)			

Revised and Approved MBE/WBE Fair Share Goals (Effective (9/10/13)			
State Agency	Procurement Category	FY 2014-16 MBE Goal (%)	FY 2014-16 WBE Goal (%)
Hawaii Department of Health	Construction	6 %	4 %
Hawaii Department of Agriculture	Equipment	1 %	1 %
HI Dept of Business, Economic Devel. & Tourism	Services	4 %	3 %
Hawaii Dept. of Land and Natural Resources (Division of Forestry & Wildlife)	Supplies	1 %	1 %

***Hawaii Department of Agriculture (HI DOA), Pesticides Program -** As of 12/12/13, EPA is awaiting word on whether HI DOA will adopt HI DOH's FY 2014 goals or negotiate goals with EPA separately.

Revised and Approved MBE/WBE Fair Share goals (Effective 01/01/2011)			
Non-State Grant Recipient	Procurement Category	Approved FY 2011-13 MBE Goals	Approved FY 2011-13 WBE Goals
City of Eureka, California	Construction	7 %	1 %
	Equipment	N/A	N/A
	Services	N/A	N/A
	Supplies	N/A	N/A

Revised and Approved MBE/WBE Fair Share goals (Effective 01/01/2011)			
Non-State Grant Recipient	Procurement Category	Approved FY 2011-13 MBE Goals	Approved FY 2011-13 WBE Goals
Shasta County, California	Construction	10 %	0 %
	Equipment	N/A	N/A
	Services	N/A	N/A
	Supplies	N/A	N/A

Rev. 12/19/13

REQUIREMENTS FOR THE UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

Compliance with the requirements of this document and attachments (Exhibits A-G) satisfies the Disadvantaged Business Enterprise (DBE) requirements for this construction contract. **Failure to take the six (6) affirmative steps listed under Good Faith Effort Requirements, prior to bid opening, and to submit Exhibit A, Disadvantaged Business Enterprise Information Form, Exhibit D, DBE Program Subcontractor Performance Form, and Exhibit E, DBE Program Subcontractor Utilization Form, with the bid package, shall cause the bid to be rejected as a non-responsive bid**.

The City of Sacramento advises potential bidders that the project is funded in whole or part with federal loan or grant funds, and, therefore federal Disadvantaged Business Enterprise (DBE) regulations apply to this project. (Reference 40 Code of Federal Regulations Part 33 – Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs).

The DBE rule requires that responsive bid shall conform with "Good Faith Efforts" to increase DBE awareness of procurement opportunities through race/gender neutral efforts. Race/gender neutral efforts are ones which increase awareness of contracting opportunities in general, including outreach, recruitment and technical assistance. Bidder agrees that it will cooperate with and assist the City of Sacramento in fulfilling the DBE Good Faith Effort Requirement achieving "fair share objectives" and will exercise Good Faith Efforts to achieve such minimum participation of small, minority and women owned businesses. In particular, in submitting a bid, the bidder shall, in the selection of any and all contractors, subcontractors, and vendors for the procurement of equipment, supplies, construction, and services related to the project, at a minimum, undertake the following affirmative "Good Faith Effort" steps:

Good Faith Effort Requirements

(1) Include disadvantaged business enterprises on solicitation lists;

(2) Assure that disadvantaged business enterprises are solicited whenever they are potential sources.

(3) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by disadvantaged business enterprises.

(4) Establish delivery schedules, when the requirements of the work permit, which will encourage participation by disadvantaged business enterprises;

(5) Use the services and assistance of the Small Business Administration, Minority Business Development Agency of the U.S. Department of Commerce, and the California Unified Certification Program of the California Department of Transportation, as appropriate; and

(6) If any subcontractor awards lower tier subcontracts, require the subcontractor to take the affirmative steps in paragraphs (1) through (5) above.

Each bid must include submission of **Exhibit A**, identifying each proposed subcontractor/supplier/ vendor for the project. Using **Exhibit A**, the bidder must provide the following information for each proposed subcontractor/supplier/vendor: [(1) Firm name; (2) Contact person; (3) Entity's mailing address: (4) Telephone number; (5) E-mail address; (6) The procurement on which the proposed subcontractor/supplier/vendor bid or quoted, and when; and (7) Proposed subcontractor/supplier/vendor status as a disadvantaged business enterprise or non-disadvantaged business enterprise. **Bids also must include completed Exhibit D and Exhibit E.**

Other Requirements:

(1) The apparent successful low bidder must submit documentation showing that, prior to bid opening, the required **Good Faith Effort was** made. The documentation shall include the information specified in **Exhibit G**, and must be received by the City of Sacramento within 3 working days following bid opening.

(2) If the apparent successful low bidder has rejected or considered as non-responsible and or non-responsive any low DBE sub-bidder, a complete explanation must be provided to the City of Sacramento.

(3) Using **Exhibit B** (Verification of Qualification), apparent successful low bidder must provide evidence of **certification** by a federal, state, or local government entity for each Disadvantaged Business Enterprise firm to be utilized (see "Additional Guidance Regarding Disadvantaged Business Enterprise Requirements" for list of certifications recognized). Such certification documentation shall be submitted to the City of Sacramento within 3 working days following bid opening.

(4) If additional procurement becomes necessary after the award of the prime contract, good faith efforts shall be applied, and, if Disadvantaged Business Enterprise subcontracts are awarded, **Exhibit B** (Verification of Qualification) shall be provided to the City of Sacramento by the prime contractor within 10 working days following the award of each new subcontract.

(5) Any deviation from the information contained in **Exhibit A** [Disadvantaged Business Enterprise Information Form] shall not result in a reduction of Disadvantaged Business Enterprise participation without prior approval of the City of Sacramento.

(6) Prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment.

(7) Prime contractor must provide each proposed subcontractor/supplier/vendor copies of **Exhibit A** [Disadvantaged Business Enterprise Information Form] and **Exhibit D** [DBE Program Subcontractor Performance Form].

(8) Each bid must include submission of **Exhibit D** [Disadvantaged Business Enterprise Information Form] and **Exhibit E** [DBE Program Subcontractor Utilization Form].

(9) The Contractor shall provide copies of **Exhibit C**, DBE Program Subcontractor Participation Form, to all of its DBE subcontractors. This Form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of this Form directly to the City of Sacramento.

(10) The contractor shall notify the City prior to any termination of a DBE subcontractor for convenience by the prime contractor. If a DBE subcontractor fails to complete work under the subcontract for any reason, the contractor must employ the six good faith efforts if soliciting a replacement subcontractor, even if the contractor has achieved the established fair share objectives.

Fair Share Objectives

Interested bidders are advised that the following fair share objectives have been established for this project. Fulfillment of the Disadvantaged Business Enterprise requirement is based on documented completion of the Good Faith Effort Requirements, not level of Disadvantaged Business Enterprise participation proposed/achieved.

	Minority Business Enterprise	Women's Business Enterprise
CONSTRUCTION	**2%**	**1%**
SUPPLIES	**1%**	**1%**
SERVICES	**1%**	**1%**
EQUIPMENT	**1%**	**1%**

Semiannual DBE Utilization Reporting

In order to fulfill federal reporting requirements, until the project is completed and the last claim for federal funding reimbursement is filed, the selected prime contractor must, using **Exhibit F** [MBE/WBE Utilization], report to the City of Sacramento on a semiannual basis, within 15 days after each April 1 and October 1, its utilization of Minority Business Enterprise and Women's Business Enterprise subcontractor/supplier/vendors.

EXHIBIT A

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

WATER SYSTEM NAME:	WATER SYSTEM NUMBER-PROJECT NUMBER:.
PROJECT DESCRIPTION:	PROJECT LOCATION:

PRIME CONTRACTOR INFORMATION

NAME/ADDRESS:
Name of firm American Construction Engineers
Contact person Bill Williams
Address, 26375 Watts Valley Rd.
City, Zip Tollhouse, CA 93667
Phone 559-486-2143
Email AMCON559@AOL.COM

☐ DBE ☐ MBE ☐ WBE ☐ OTHER

TYPE OF CONTRACT

☐ ARCHITECT/ENGINEER(A/E)
☑ CONSTRUCTION
☐ SUPPLIER/SERVICE (S/S)

AMOUNT OF CONTRACT/BID: $ 455,172 –

SUBCONTRACTOR INFORMATION

☑ DBE ☐ MBE ☑ WBE ☐ OTHER
☑ SUBCONTRACTOR ☐ SUPPLIER/SERVICE
☐ JOINT VENTURE ☐ BROKER
TYPE OF CONTRACT
CONTRACT AMOUNT $ 21,000 –

NAME /ADDRESS:
Name of firm Dillard Environmental
Contact person Melissa Roach
Address, P.O. Box ~~94514~~
City, Zip Byron, CA 94514
Phone 925-634-6850
Email

☐ DBE ☐ MBE ☐ WBE ☒ OTHER
☒ SUBCONTRACTOR ☐ SUPPLIER/SERVICE
☐ JOINT VENTURE ☐ BROKER
TYPE OF CONTRACT
CONTRACT AMOUNT $ 18,750 -

NAME /ADDRESS:
Name of firm Z-Con Specialty Services
Contact person Dave Zanetti
Address, 1645 Old Bayshore Rd.
City, Zip San Jose, CA 95112
Phone 408-451-9512
Email ZCONSS1@AOL.COM

☐ DBE ☐ MBE ☐ WBE ☐ OTHER
☐ SUBCONTRACTOR ☐ SUPPLIER/SERVICE
☐ JOINT VENTURE ☐ BROKER
TYPE OF CONTRACT
CONTRACT AMOUNT $

NAME /ADDRESS:
Name of firm
Contact person
Address,
City, Zip
Phone
Email

GOALS FOR MBE & WBE PARTICIPATION

	% MBE	% WBE
Construction	14%	6%
Equipment	13%	19%
Services	31%	32%
Supplies	22%	14%

FORM COMPLETED BY:

NAME William Williams	TITLE Owner	PHONE 559-486-2143
SIGNATURE	DATE 05/12/15	EMAIL AMCON559@AOL.COM

EXHIBIT B

MINORITY BUSINESS ENTERPRISE/WOMEN'S BUSINESS ENTERPRISE (MBE/WBE)[1]
VERIFICATION OF QUALIFICATION

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
DIVISION OF DRINKING WATER AND ENVIRONMENTAL MANAGEMENT

Firm Name: Dillard Environmental Services	Phone: 925-634-6250
Address: P.O. Box 579 Byron, CA 94514	
Principal Service or Product: Trucking	
☐- MBE ☒- WBE	
☐- Prime Contractor ☐- Supplier of Material/Service ☒- Subcontractor ☐- Broker	
☐- Sole Ownership ☒- Corporation ☐- Partnership ☐- Joint Venture	

Names of Owners	Percent Ownership	MBE- Ethnic Identity	WBE
Patricia Dillard	100%		X

Agency Certifying MBE/WBE Qualification: CALTRANS	
Certifying Agency Address: 1823 14th St., MS79 Sacramento	Certifying Agency Phone: 916-324-1700
Certification number: 7106	Date Certified: 1/2/15
Submitted by:	Date: 5/18/15

[1] Refer to definitions on the next page.

CDPH MBE/WBE Verification; rev 5/09;

MINORITY BUSINESS ENTERPRISE/WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) [USEPA DEFINITIONS]

A MBE is a business that is, (1) at least 51 percent owned and controlled by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

A WBE is a business that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and, (2) whose daily business operations are managed and directed by one or more of the women owners.

MINORITY INDIVIDUALS INCLUDE:

(a) American Indians

Persons having origins in any of the original peoples of North America. To qualify in this group, a person must be a citizen of the United States and meet one or more qualifying criteria including:

(1) Be at least one-fourth Indian descent (as evidenced by registration with the Bureau of Indian Affairs);

(2) Characteristic Indian name;

(3) Recognition in the community as an Indian;

(4) Membership in a tribe, band or group of American Indians (recognized by the Federal Government), as evidenced by a tribal enrollment number or similar indication; and

(5) Characteristic Indian appearance and features.

(b) Black Americans

U.S. citizens, other than Hispanic, having origins in any of the black racial groups of Africa.

(c) Asian Americans

U.S. citizens having origins in any of the original peoples of the Far East, Southern Asia, the Indian subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa. The Indian subcontinent takes in the countries of India, Pakistan, Bangladesh, Sri Lanka, Nepal, Sikkim, and Bhutan.

(d) Hispanic Americans

U.S. citizens of Mexican, Puerto Rican, Cuban, or other Spanish culture or origin, regardless of race. Only those persons from Central and South American countries who are of Spanish origin, descent, or culture should be included in this category. Persons from Brazil, Guyana, Surinam or Trinidad, for example, would be classified according to their race and would not necessarily be included in the Hispanic category. In addition, the category does not include persons from Portugal, who should be classified according to race.

(e) American Eskimos and American Aleuts

MBE/WBE UTILIZATION REPORT

A. WATER SYSTEM NAME:	B. PROJ TITLE	C. SDWSRF LOAN NUMBER	D. CLAIMS SUBMITTED From (date): to (date):

1. Procurement Made by		2. Business Enterprise		3. $ Value of Procurement	4. Date of Award	5. Type of Product or Service (Enter Code)	6. MBE/WBE Contractor or/ Subcontractor/Vendor Firm/ Contact/Address//Phone
Water System	Contractor	Minority	Women				
							FIRM CONTACT ADDR CITY/ZIP PH:
							FIRM CONTACT ADDR CITY/ZIP PH:
							FIRM CONTACT ADDR CITY/ZIP PH:
							FIRM CONTACT ADDR CITY/ZIP PH:
							FIRM CONTACT ADDR CITY/ZIP PH:

Type of product or service codes:			
1 = Construction	2 = Supplies	3 = Services	4 = Equipment

Note: Refer to Terms and conditions of your Funding e Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.

American Construction
prime contractor bidder

DISADVANTAGED BUSINESS ENTERPRIES GOOD FAITH EFFORT
LOG OF DBE SUBCONTRACTORS/SUPPLIERS SOLICITED
for Powerhouse Science Center
WATER SYSTEM/PROJECT NAME

Bid period closes
05/13/15 at Sacramento, CA
date place

Contractor/Supplier Name	Address or Phone/	Firm type (MBE/WBE)	Date of Contact	Contact Method (letter, phone, email, etc)	Task/Item Description	Delivery Sched?	Response (Yes/No)
Magnum Rebar Const.	559-469-1119	MBE	5/1/15	phone	Excavation		yes - too far to go
Dillard Environmental Services	925-634-6850	WBE/SDB	5/8/15	phone	trucking		yes
Zanotti Specialty	408-451-9542	SDB	5/4/15	phone	abatement		yes
~~Dillard Environmental Services~~	~~925-634-6850~~	~~WB~~					
West Coast Water trucking	916-358-8697	DBE/WBE	5/7/15	phone	Trucking		yes
Medina Construction	559-217-2017	DBE	5/11/15	phone	Excavation		No
Alerts Site	559-486-4570	DBE	5/5/15	phone	Equipment Rental Materials		yes
JPS Excavation	559-213-8773	DBE	5/11/15	phone	Excavation		no

(include additional copies as necessary)

Log of Subs & Suppliers Bids

Bid period closes

5/13/15 at Sacramento, CA
date place

American Construction Engineers
prime contractor bidder

DISADVANTAGED BUSINESS ENTERPRISES
"GOOD FAITH" EFFORT BIDS RECEIVED LIST

for Powerhouse Science Center Lower level Soils Removal
WATER SYSTEM/PROJECT NAME

Contractor Name	Category (DBE/MBE/ WBE/DVBE)	Task Description	Bid Amount	Selected (Check)	Reason Not Selected
Dellard Enviornmental Services	WBE/SDB	trucking	$21,000 -	✓	
West Coast Water & Trucking, Inc.	WBE/DBE	trucking	Hourly rates		Did not give specific quote for project

Form 3 - Exhibit D

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR: Dellard Environmental Services	PROJECT NAME: Powerhouse Science Center
ADDRESS: P.O. Box 579, Byron, CA 94514	BID/PROPOSAL NO.: B15151131024
TELEPHONE NO.: 925-634-6850	E-MAIL ADDRESS:
PRIME CONTRACTOR NAME: American Construction Engineers	

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
	Soil Removal - TRUCKING OFF SITE WW	$21,000 —

Currently certified as an MBE or WBE under EPA's DBE Program? ✓ Yes ____ No

Signature of Prime Contractor	Date: 05/12/15
Print Name: William Williams	Title: Owner
Signature of Subcontractor	Date: 5/13/15
Print Name: Melissa Roach	Title: VP

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services.

Form 3

Form 4 - Exhibit E

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO. B1515 1131024	PROJECT NAME Powerhouse Science Center
NAME OF PRIME BIDDER/PROPOSER American Construction Engineers	E-MAIL ADDRESS AMCON559@AOL.com
ADDRESS 26375 Watts Valley Rd. Tollhouse, CA 93667	
TELEPHONE NO. 559-486-2143	FAX NO. 559-486-2962

The following subcontractors will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?
Dellard Environmental Serv. P.O. Box 579, Bryon, CA 94514 925-634-6850	Soil Removal TRUCKING OFF SITE	$21,000	Yes

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor: [signature] Date: 05/12/15

Print Name: William Williams Title: owner

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services.

Form 4

Additional Guidance Regarding Disadvantaged Business Enterprise Requirements What Are DBEs, MBEs and WBEs?

Disadvantaged Business Enterprise (DBE):

Disadvantaged business enterprise (DBE) means an entity that is at least 51% owned or controlled by a socially and economically disadvantaged individual. An individual claiming economic disadvantaged status must have an initial and continued personal net worth of less than $750,000.

- A Small Business Enterprise (SBE);
- A Small Business in a Rural Area (SBRA);
- A Labor Surplus Area Firm (LSAF); or
- A Historically Underutilized Business (HUB) Zone Small Business
- A Minority Business Enterprise (MBE)
- A Women's Business Enterprise (WBE)

[Note: In accordance with Title X of the Clean Air Act Amendments of 1990, 42 U.S.C. 7601 note, Black Americans, Hispanic Americans, Native Americans, Asian Americans, Women and Disabled Americans are presumed to be socially and economically disadvantaged individuals.]

Does SDWSRF require that an MBE or WBE firm be certified?

Yes. Under the new DBE Program entities can no longer self-certify.

- Certification from U.S. Small Business Administration (with U.S. citizenship)
- Certification from California Department of Transportation (the designated California certifying agency) (with U.S. citizenship)
- Certification from California Public Utilities Commission(with U.S. citizenship)
- Certification from Firm recognized as a DBE by a local government entity (with U.S. citizenship)
- EPA Office of Small Disadvantaged Business Utilization provides a mechanism for certifying a firm if the above certification is not available

In order for a firm to be counted towards a recipient's Minority Business Enterprise and Women Business Enterprise utilization, a firm must be certified.

Non-certified MBEs and WBEs may be used by recipients for their procurement needs. However, those firms cannot be counted toward their MBE/ WBE accomplishments.

DBE Program outreach efforts apply to all DBEs, not just MBEs and WBE

Pursuant to guidance from USEPA, Minority Individuals Include:

American Indians

Persons having origins in any of the original peoples of North America. To qualify in this group, a person must be a citizen of the United States and meet one or more qualifying criteria including:

- Be at least one-fourth Indian descent (as evidenced by registration with the Bureau of Indian Affairs);
- Characteristic Indian name;
- Recognition in the community as an Indian;
- Membership in a tribe, band or group of American Indians (recognized by the Federal Government), as evidenced by a tribal enrollment number or similar indication; and
- Characteristic Indian appearance and features.

Black Americans

- U.S. citizens, other than Hispanic, having origins in any of the black racial groups of Africa.

Asian Americans

- U.S. citizens having origins in any of the original peoples of the Far East, Southern Asia, the Indian subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa. The Indian subcontinent takes in the countries of India, Pakistan, Bangladesh, Sri Lanka, Nepal, Sikkim, and Bhutan.

Hispanic Americans

- U.S. citizens of Mexican, Puerto Rican, Cuban, or other Spanish culture or origin, regardless of race. Only those persons from Central and South American countries who are of Spanish origin, descent, or culture should be included in this category. Persons from Brazil, Guyana, Surinam or Trinidad, for example, would be classified according to their race and would not necessarily be included in the Hispanic category. In addition, the category does not include persons from Portugal, who should be classified according to race.

American Eskimos and American Aleuts

CDPH-SDWSRF
Minority Business Enterprise - Women's Business Enterprise
Goals for Participation
June 2009

The U.S. Environmental Protection Agency, Region 9, and the California Department Of Public Health (CDPH), Safe Drinking Water State Revolving Fund, have adopted the following goals for participation of Minority Business Enterprises and Women's Business Enterprises in designated SDWSRF funded projects, including all American Recovery and Reinvestment Act projects funded by CDPH.

Procurement Category	MBE Participation Goals	WBE Participation Goals
Construction	2%	1%
Supplies	1%	1%
Equipment	1%	1%
Services	1%	1%

Note: Disadvantaged Business Enterprise requirements, which supersede previous Minority Business Enterprise – Women's Business Enterprise requirements, continue to include these participation goals.

TITLE VI

Title VI Language

APPENDIX A

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

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

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

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

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

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

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

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

Green Contracting Survey
(Voluntary)

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

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

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

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

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	VIN	License Plate	Vehicle Information			Engine Information				Annual Usage (miles)	Received Funding
			Make	Model	Year	Make	Model	Year	HP		
(ex)	*1XP5AAC35RG339402*	*1T45678*	*Kenworth*	*T-300*	*2002*	*Cummins*	*ISB*	*2002*	*250*	*35,000*	*No*

Voluntary Green Contracting Fleet Inventory List (Off-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan AQMD

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version is available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	Equipment Serial Number	Equipment Information				Engine Information				Annual Usage (hours)
		Make	Model	Type	Year	Make	Model	Year	HP	
(ex)	*48W34456*	*Caterpillar*	*631G*	*Scraper*	*2003*	*Caterpillar*	*3408E*	*2003*	*485*	*1,600*

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED ONLY IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over $25,000)

THIS AGREEMENT, dated for identification June 16, 2015, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and American Construction Engineers, 26375 Watts Valley Road, Tollhouse CA 93667 ("Contractor") in the amount of: FOUR HUNDRED FIFTY FIVE THOUSAND, ONE HUNDRED SEVENTY TWO AND NO CENTS ($455,172.00).

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:

Power House Science Center

Lower Level Soil Removal

400 Jibboom Street

(CIP No. G18337000)

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

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **SIXTY (60) calendar days** from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire

Work by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of $1,200.00 for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

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

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

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of 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 <u>not</u> 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 05/26/15

BY _____

William Williams

Print Name

owner

Title

BY _____

Print Name

Title

75-3261519

Federal ID#

037-2720-3

State ID#

1000004855

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

Type of Business Entity *(check one)*:

✓ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
_____Other (*please specify:*_____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____

JERRY WAY, Director of Public Works
FOR
JOHN SHIREY, City Manager

Original Approved As To Form:

City Attorney

City Clerk

CITY OF SACRAMENTO
PERFORMANCE BOND

Department of Public Works
Page 1 of 1

Bond No.: CSB0020704
Premium: $7,828.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: American Construction Engineers, 26375 Watts Valley Road, Tollhouse CA 93667
as principal, hereinafter called Contractor, a contract for construction of:

Power House Science Center
Lower Level Soil Removal
400 Jibboom Street
(CIP No. G18337000)

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 American Construction Engineers, 26375 Watts Valley Road, Tollhouse CA 93667

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)*:
Contractors Bonding and Insurance Company, 9025 North Lindbergh Drive, Peoria, Il 61615
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:
FOUR HUNDRED FIFTY FIVE THOUSAND ONE HUNDRED SEVENTY TWO DOLLARS ($455,172.00) 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 May 27, 20 15.

American Construction Engineers
(Contractor) (Seal)
By
Title Owner

ORIGINAL APPROVED AS TO FORM:
City Attorney

Contractors Bonding and Insurance Company
(Surety) (Seal)
By
Title Cody Lyman, Attorney-in-Fact
Agent Name and Address Alliant Insurance Services, Inc.
P.O. Box 28932, Fresno, CA 93729-8932
Agent Phone # 559-374-3560
Surety Phone # 1-800-645-2402
California License # OC36861

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)
) ss
County of Fresno)

On 5/27/2015, before me, Bonnie Gonzalez, Notary Public, personally appeared Cody Lyman, 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.

TGJ1 BONNIE GONZALEZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2033118
FRESNO COUNTY
My Comm. Exp. July 12, 2017 TGJ1

(Seal)

Signature: Bonnie Gonzalez
Bonnie Gonzalez, Notary Public

CITYOF SACRAMENTO
PAYMENT BOND
Department of Public Works
Page 1 of 1

Bond No.: CSB0020704
Premium: Included in Performance Bond Premium

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: American Construction Engineers, 26375 Watts Valley Road, Tollhouse CA 93667 hereinafter called Contractor, a contract for construction of:

Power House Science Center
Lower Level Soil Removal
400 Jibboom Street
(CIP No. G18337000)

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*):
Contractors Bonding and Insurance Company, 9025 North Lindbergh Drive, Peoria, Il 61615
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 FOUR HUNDRED FIFTY FIVE THOUSAND ONE HUNDRED SEVENTY TWO DOLLARS ($455,172.00), 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 May 27, 20 15.

American Construction Engineers
(Contractor) (Seal)
By: _____
Title: Owner

ORIGINAL APPROVED AS TO FORM:
_____
City Attorney

Contractors Bonding and Insurance Company
(Surety) (Seal)
By: _____
Title: Cody Lyman, Attorney-in-Fact
Agent name and Address: Alliant Insurance Services, Inc.
P.O. Box 28932, Fresno, CA 93729-8932
Agent Phone #: 559-374-3560
Surety Phone #: 1-800-645-2402
California License # OC36861

Effective 7-1-12

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)
) ss
County of Fresno)

On 5/27/2015, before me, Bonnie Gonzalez, Notary Public, personally appeared Cody Lyman, 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.

BONNIE GONZALEZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2033118
FRESNO COUNTY
My Comm. Exp. July 12, 2017

Signature: Bonnie Gonzalez

(Seal) Bonnie Gonzalez, Notary Public

RLI cbic an RLI Company
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Steven P. Edward, Cody Lyman, Lyn Genito, Bonnie Gonzalez, jointly or severally

in the City of Fresno, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed **Ten Million** Dollars (**$10,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 4th day of February, 2015.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die — Vice President

State of Illinois
County of Peoria } SS

On this 4th day of February, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS "OFFICIAL SEAL" JACQUELINE M. BOCKLER COMMISSION EXPIRES 01/14/18

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 27 day of May, 2015.

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die — Vice President

0484668020212

A0059115

City of SACRAMENTO
Department of Public Works

WORKER'S COMPENSATION CERTIFICATION

Power House Science Center
Lower Level Soil Removal
400 Jibboom Street
(CIP No. G18337000)

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: 05/26/15 Contractor American Construction Engineers

By _____
Signature

(Rev. 5-6-91)

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 al bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City ($50-$250 for first offense, $251-$500 for second offense, and $501-$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email C&D@cityofsacramento.org

C&D Debris Waste Management Plan

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

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

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

A. Building Project Information:

Job Address: _____
Contractor: _____
Address: _____

Engineering Estimate: _____
Phone: _____
Email: _____

B. Briefly describe the project:

_____

_____

_____

_____

_____

C. Materials Required to be Recycled

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

50%
of all debris must be recycled

D. Material Management.

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

C&D Debris Waste Management Plan

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

E. Definitions.

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

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

F. Terms and Conditions

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

C&D Debris Haulers & Facilities

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

Certified Mixed C&D Facilities

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

Franchised Haulers

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

Recyclers*

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

Recovery Stations & Landfills

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

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

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

C&D Debris Waste Log

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

Project address: _____

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

Date	Hauler	Material	Destination	Amount

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.
Material: Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.
Destination: Indicate the facility that received the material for disposal or recycling
Amount: Indicate the weight. If weight is not known, put volume.

City of SACRAMENTO
Department of Public Works

GUARANTEE

We hereby guarantee the Power House Science Center Lower Level Soil Removal 400 Jibboom Street (CIP No. G18337000) 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: 05/26/15

Signed:

William Williams
Printed Name

American Construction Engineers
Company

26375 Watts Valley Rd.
Address

Tollhouse, CA 93667

(Rev. 5-6-91)

DEPARTMENT OF TRANSPORTATION

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I St, RM 2000

SACRAMENTO, CA 95814-2702

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

NOTICE TO PROCEED

PROJECT NAME
(PN: TXXXXX)

May 19, 2014

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

Notice is hereby given you are authorized to commence work on the above referenced project on **XXXX, 2015.** 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 **XXXX (XX) working days** from the date of this notice. Forty eight (48) hours prior to starting work, please notify the Project Manager Nader Kamal, 808-7035. Please address all correspondence to:

Engineering Services Division
915 I Street, Room 2000
Sacramento, CA 95814
(916) 808-7035
(916) 808-7903 FAX
Attn: Nader Kamal

Please reference City Project No. **TXXXX** 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,

_____
Jose R. Ledesma
Contracts & Compliance Specialist

cc:
Tim Mar
Risk Management
Shareen Kidd
Project File

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: Power House Science Center Lower Level Soil Removal 400 Jibboom
CITY PROJECT NUMBER: G18337000
CONTRACTOR: (As per City Agreement)
REMITTANCE ADDRESS:
PHONE NUMBER: ( )
INVOICE NUMBER: G18337000-

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
A	PREPARATORY WORK												
1	Preconstruction Photographs	1	LS									1.00	
2	Clearing and Grubbing	1	LS									1.00	
3	Erosion, Sediment, and Pollution Control	1	LS									1.00	
4	Construction Stakes (Clay Cap)	1	LS									1.00	
5	Bird Waste Removal	1	LS									1.00	
6	Lead Abatement @ Wall Anchors	1	LS									1.00	
7	Remove/Replace South Doors	1	LS									1.00	
8	Relocate Existing Fence	2	EA									2.00	
9	Excavate/Backfill Ramp to Intake level	1	LS									1.00	
	PREPARATORY WORK SUBTOTAL:												
B.	CONSTRUCTION												
1	Wall to Slab Tie-in	26	EA									26.00	
2	Remove Non-Hazardous Misc. Items @ Intake level	1	LS									1.00	
3	Wall Shoring System	1	LS									1.00	
4	Soil Excavation	400	CY									400.00	
5	Class I Contaminated Soil to Transport & Dispose	13	LS									13.00	
6	Class II Contaminated Soil to Transport & Dispose	13	LS									13.00	
7	Building Monitoring for Displacement	1	LS									1.00	
	CONSTRUCTION SUBTOTAL:												
		Original Contract Total:											
	Change Order #1 - See change order summary sheet for details												
	Change Order #2 - See change order summary sheet for details												
	Change Order #3 - See change order summary sheet for details												
	Change Order #4 - See change order summary sheet for details												
	Change Order #5 - See change order summary sheet for details												

Sum of all Change Orders	$0.00	"Total Work to Date" From Previous Pay Req.		Current Work Total (this pay request)		Total Work to Date		Balancing Total of Adjusted Contract	$0.00
CCO Adjusted Contract Amount (Original + Change Orders)	$0.00	Retention Withholding To Date From Prev Pay Req. 1st Pg		This Retention (current work) (5%)		Retention Withholding to Date			
Partial Retention Release (Prior approval is needed before proceeding with partial rention release)		"Retention Released to Date" From Previous Pay Req.		Current Retention Release		Retention Released to Date			
Labor Compliance Withholding		Withholding to Date from Previous Pay Req. 1st Pg		Current Labor Compliance Withholding (+) OR Release (-)		Labor Compliance Withholding To Date			
Stop Notice Withholding		Withholding to Date from Previous Pay Req.1st Pg		Stop Notice Withholding (+) OR Release (-)		Stop Notice Withholding To Date			
		"Escrow Funds Released To Date" from Previous Pay Req.		Escrow Funds To Be Released From Escrow Holder (Bank)		Escrow Funds Released To Date			
		"Total Paid To Date to Contractor" from Previous Pay Req.		This Payment		Total Paid to Date to Contractor (including Escrow releases)			

	Information needed to be filled in from the corresponding blue lettered cell in the **previous** pay request.
	Manual Fill in Data
	Executed Contract Data or PM authorized amounts

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

PAY REQUEST APPLICATION

PROJECT NAME:	**Power House Science Center Lower Level Soil Removal 400 Jibboom**
CONTRACTOR: *(per agreement)*	
CONTRACTOR REMITTANCE ADDRESS:	
PHONE NUMBER: ( )	
INVOICE NO.:	**G18337000-** CITY PROJECT NUMBER: **G18337000**
	PERIOD ENDING DATE:
ESCROW AGENT (Bank Name):	
ESCROW#:	
ESCROW AGENT REMITTANCE ADDRESS:	

ORIGINAL CONTRACT AMOUNT:	
CHANGE ORDER NO. 1	
CHANGE ORDER NO. 2	
CHANGE ORDER NO. 3	
CHANGE ORDER NO. 4	
CHANGE ORDER NO. 5	
CHANGE ORDER NO. 6	
CHANGE ORDER NO. 7	
CHANGE ORDER NO. 8	
CHANGE ORDER NO. 9	
TOTAL CHANGE ORDERS:	
CONTRACT AMOUNT TO DATE:	
TOTAL WORK COMPLETED TO DATE:	
RETENTION WITHHOLDING TO DATE:	
LABOR COMPLIANCE WITHHOLDING TO DATE:	
STOP NOTICE WITHHOLDING TO DATE:	
LESS PREVIOUS PAYMENTS:	
AMOUNT DUE THIS INVOICE:	
TOTAL COMPLETED LESS RETENTION:	

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

PAY REQUEST APPLICATION

If the project is CDBG funded, or the prime contractor is a certified DBE or LBE, please check the applicable box & you do not need to fill out the section below. ☐ DBE Prime Contractor ☐ LBE Prime Contractor ☐ CDBG Funded

Fill out the columns labeled (B) and (C). Keep records of payments made, as you will be asked to furnish these at contract completion. The Pay Request Application will be considered incomplete unless this information is provided along with all other required documentation to support the request for payment. Attach additional sheets if necessary.

Check ☐ **DBE for FEDERALLY funded projects.**

Check ☐ **LBE for LOCALLY funded projects.**

Original amount pledged:	
Pledge Increase/Decrease to Include Change Order(s):	
Total amount pledged:	

LBE or DBE Sub-Contractor	Type of Work i.e. Grading, Trucking, etc...	Total Pledged Amount (A)	Total To Pay From Previous Pay Request (previous column E) (B)	Total Current Pay Request Amount To Pay to Sub-Contractor (C)	Total LBE or DBE Work Performed to Pay to Sub-Contractor (B+C)	Percentage Attained (all rows should reach 100% by end of contract) (B+C)/A
	Totals:					

Labor compliance (payrolls, etc.) is current and submitted for this Pay Request

Approved
By (Prime Contractor) _____ Date: _____
PRINT AND SIGN

Submit To:
Department of Public Works
915 "I" Street, Room 2000
Sacramento, CA 95814
Attn: (ENTER CONSTRUCTION INSPECTOR's NAME HERE)

Approved
By (Resident Const. Inspector) _____ Date: _____
PRINT AND SIGN

Certified by Project Manager
By (Project Manager) _____ Date: _____
PRINT AND SIGN

Approved
By (Labor Compliance) _____ Date: _____
PRINT AND SIGN

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

	Data Updated Monthly
	Construction Inspector's Name.
	PM certifies that all information is correct.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
William Williams

2 Business name/disregarded entity name, if different from above
American Construction Engineers

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)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
26375 Watts valley Rd.

Requester's name and address (optional)

6 City, state, and ZIP code
Tollhouse, CA 93667

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.

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.

Social security number
465 - 76 - 2071

or

Employer identification number
75 - 3261519

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.

Sign Here Signature of U.S. person ▶ Date ▶ 05/24/15

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*.

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.

YEAR

CALIFORNIA FORM

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
American Construction Engineers

☐ SSN or ITIN ☑ FEIN ☐ CA Corp no. ☐ CA SOS file no.
75-3261519

Address (apt./ste., room, PO Box, or PMB no.)
26375 Watts Valley Rd.

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

State CA

ZIP Code 93667

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) American Construction Engineers Telephone (559) 486-2143

Payee's signature ▶ _____ Date 05/26/2015

For Privacy Notice, get FTB 1131 ENG/SP.

7061153

Form 590 C2 2014

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/26/2015

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).

PRODUCER
Strong Tie Insurance Services Inc
8135 Florence Ave Ste 201
Downey, CA 90240
License #: 0D87939

CONTACT NAME: Jacqueline G. Bancud
PHONE (A/C, No, Ext): 800-985-2001 FAX (A/C, No): 323-560-8823
E-MAIL ADDRESS: jmcintyre@strongtieinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ASSOCIATED INDUSTRIES INSURANCE CO	
INSURER B : KINSALE INSURANCE CO	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
WILLIAM FREDRICK WILLIAMS
DBA: AMERICAN CONSTRUCTION ENGINEERS
26375 WATTS VALLEY RD
TOLLHOUSE, CA 93667

COVERAGES CERTIFICATE NUMBER: 00000000-128143 REVISION NUMBER: 22

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	X COMMERCIAL GENERAL LIABILITY	Y	Y	AES1033636	01/10/2015	01/10/2016	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	01000221320	08/05/2014	08/05/2015	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

POWER HOUSE SCIENCE CENTER PROJECT PN: G1833700
CITY OF SACRAMENTO, ITS OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS ON THE LIABILITY POLICIES AS ADDITONAL INSUREDS WITH RESPECT TO ALL OPERATIONS PERFORMED FOR THE CITY OF SACRAMENTO BY OR ON BEHALF OF NAMED INSURED.

CERTIFICATE HOLDER

CITY OF SACRAMENTO
DEPARTMENT OF GENERAL SERVICES
5730 24TH ST BLDG 4
SACRAMENTO, CA 95822

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(JAC)

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POLICY NUMBER: AES1033636
EFFECTIVE DATE: 01/10/2015 - 01/10/2016

COMMERCIAL GENERAL LIABILITY

CG 20 10 10 01

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:
POWER HOUSE SCIENCE CENTER PROJECT PN: G1833700 CITY OF SACRAMENTO, ITS OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS ON THE LIABILITY POLICIES AS ADDITONAL INSUREDS WITH RESPECT TO ALL OPERATIONS PERFORMED FOR THE CITY OF SACRAMENTO BY OR ON BEHALF OF NAMED INSURED.

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

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, with respect to liability arising out of your work operations performed for that insured.

B. With respect to the insurance afforded to these additional insured's, the following exclusion is added:

2. Exclusions

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 site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/26/2015

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).

PRODUCER
Advantage One Insurance Agency
25350 magic mountain pkwy
ste. 346
Valencia CA 91355

CONTACT NAME: Matt Sell
PHONE (A/C, No, Ext): (661) 320-4910 FAX (A/C, No): (661) 320-4911
E-MAIL ADDRESS: matt@sellinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: America Fire and Casualty Co	24066
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
American Construction Engineers
26375 Watts Valley Rd
Tollhouse CA 93667

COVERAGES

CERTIFICATE NUMBER: CL1521000124

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS	X	Y	BAA56557810	2/18/2015	2/18/2016	BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist combined	$ 500,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Power House Science Center: Project No. G1833700:
THE CITY, ITS OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE NAMED ADDITIONAL INSURED PER ENDORSEMENT WITH RESPECT TO AUTO LIABILITY. THIS INSURANCE IS PRIMARY AND WAIVER OF SUBROGATION SHALL APPLY. * EXCEPT 30 DAYS NOTICE OF CANCELLATION.

CERTIFICATE HOLDER

(916) 808-8281 jledesma@cityofsacramento.

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Matt Sell/MATTS

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. **BROAD FORM INSURED**

   SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

   d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

      (1) Is a partnership or joint venture; or

      (2) Is an insured under any other automobile policy; or

      (3) Has exhausted its Limit of Insurance under any other automobile policy.

      Paragraph **d. (2)** of this provision does not apply to a policy written to apply specifically in excess of this policy.

   e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

      (1) If there is similar insurance or a self-insured retention plan available to that organization;

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(2) If the Limits of Insurance of any other insurance policy have been exhausted; or

(3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. **EMPLOYEES AS INSUREDS**

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. **ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit

4. **SUPPLEMENTARY PAYMENTS**

SECTION II - LIABILITY COVERAGE, Coverage Extensions, **2.a.** Supplementary Payments, paragraphs **(2)** and **(4)** are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic 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.

5. **AMENDED FELLOW EMPLOYEE EXCLUSION**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion **B.5.** FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. **HIRED AUTO PHYSICAL DAMAGE**

Paragraph **A.4.** Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

a. You hire, rent or borrow; or

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b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:

(1) $50,000; or

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

D. Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

E. This coverage extension does not apply to:

(1) Any "auto" that is hired, rented or borrowed with a driver; or

(2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. **TOWING AND LABOR**

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph **A.2.** Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

a. For private passenger type vehicles, we will pay up to $50 per disablement.

b. For "light trucks", we will pay up to $50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.

c. For "medium trucks" , we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. **PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE**

Paragraph **A.4.a.,** Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of $50 per day and a maximum limit of $1,500

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9. **RENTAL REIMBURSEMENT**

SECTION III - PHYSICAL DAMAGE COVERAGE, **A.** COVERAGE, is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".

d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4.** Coverage Extension.

f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.**

10. **EXTRA EXPENSE - BROADENED COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, **A.** COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

11. **PERSONAL EFFECTS COVERAGE**

A. SECTION III - PHYSICAL DAMAGE COVERAGE, **A.** COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. **ACCIDENTAL AIRBAG DEPLOYMENT**

SECTION III - PHYSICAL DAMAGE COVERAGE, **B.** EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, **B.** EXCLUSIONS, exception paragraph **a.** to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

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Exclusion **4.c.** and **4.d.** do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

14. LOAN / LEASE GAP COVERAGE

A. Paragraph **C.**, LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
   a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
   b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
   c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
   d. Transfer or rollover balances from previous loans or leases,
   e. Final payment due under a "Balloon Loan",
   f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
   g. Security deposits not refunded by a lessor,
   h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
   i. Any amount representing taxes,
   j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

C. SECTION V - DEFINTIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

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15. **GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. **PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

a. In the charge of an "insured";
b. Legally parked; and
c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. **TWO OR MORE DEDUCTIBLES**

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or

b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or

c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. **AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

   1. You, if you are an individual;
   2. A partner, if you are a partnership;
   3. Member, if you are a limited liability company;
   4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

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To the extent possible, notice to us should include:

(1) How, when and where the "accident" or "loss" took place;

(2) The "insureds" name and address; and

(3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **B.7.**, Policy Period, Coverage Territory, is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINTIONS, definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph **A.** - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/28/2015

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).

PRODUCER
Brown & Brown Insurance Brokers of Sacramento, Inc
P. O. Box 619043 Lic #0H38004
Roseville CA 95661-9043

CONTACT NAME:
PHONE (A/C, No, Ext): 916-630-8643 FAX (A/C, No): 800-783-0083
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Compensation Ins. Fund	35076
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED AMER071
American Construction Engineer
William Williams
26375 Watts Valley Road
Tollhouse CA 93667

COVERAGES **CERTIFICATE NUMBER:** 1537061247 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			90965952015	4/18/2015	4/18/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Evidence of Insurance.
City of Sacramento its employees, officers and agents are shown evidence of insurance Re: Power House Science Center Project (PN: G1833700)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

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

ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

9096595-15
RENEWAL
NA
8-78-20-93

EFFECTIVE APRIL 18, 2015 AT 12.01 A.M.
AND EXPIRING APRIL 18, 2016 AT 12.01 A.M.

AMERICAN CONSTRUCTION ENGINEERS
26375 WATTS VALLEY RD
TOLLHOUSE, CA 93667

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.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

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

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MARCH 23, 2015

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

SCIF FORM 10217 (REV.7-2014) Sample OLD DP 217

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SPECIAL PROVISIONS
FOR
POWERHOUSE SCIENCE CENTER
LOWER LEVEL SOIL REMOVAL
400 JIBBOOM STREET
(CIP NO. G18337000)

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.

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.

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

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.

Final Soil Management Plan: The final soil management plan prepared by Geocon Consultants, Inc. dated September 2012.

SECTION NO. 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL

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

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

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

2.02 EPA DISADVANTAGE BUISINESS ENTERPRISE (DBE) GOOD FAITH EFFORT

The Good Faith Efforts are required methods implored by all EPA financial assistance agreement recipients to ensure that all Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance dollars. The Six Good Faith Efforts Are:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, state and local government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the Small Business Administration (SBE) and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

Prime Contractors and DBE subcontractors should note that EPA forms 6100-2, -3, and -4 can now be utilized pursuant to 40 CFR 33.302. Copies of the new certification and contract administration forms are available on the EPA OSBP website, http://www.epa.gov/osbp/dbe_contract_admin.htm .

SECTION NO. 3 - AWARD AND EXECUTION OF CONTRACT

3.1 GENERAL

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

Bid protests are to be delivered to the following address: City of Sacramento, City Clerk's Office, New City Hall, 915 I St, 5th Floor, Sacramento, CA 95814

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

3.2 BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

3.3 CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsive and responsible bidder.

3.4 CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

3.5 DIFFERING SITE CONDITIONS (23 CFR 635.109)

a. Contractor's Notification

Promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:

- Contract documents
- Job site examination

2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

b. Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

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

The Contractor shall diligently prosecute the work to completion before the expiration of **SIXTY (60) CALENDAR DAYS** beginning on the date of the Notice to Proceed.

Should said work not be completed to the satisfaction of the City within said time, The Contractor shall pay to the City of Sacramento a sum of One Thousand Two Hundred dollars ($1,200) as liquidated damages for each calendar day delay in finishing the work and final acceptance of the work by the City.

SECTION NO. 5 - GENERAL

5.1 LABOR NONDISCRIMINATION

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

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

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

5.2 PREVAILING WAGE

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

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

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

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

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

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

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

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

5.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

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

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.

5.8 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.

5.9 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

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

5.10 PAYMENTS

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

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

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

SECTION NO. 6 - WORKER'S COMPENSATION AND INSURANCE

6.1 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.

6.2 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.

6.3 CERTIFICATE OF INSURANCE

Contractor shall have City's standard Certificate of Insurance completed and filed with the Public Works Department 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.

6.4 WORKER'S COMPENSATION CERTIFICATE

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

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

6.5 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. 7 - GENERAL REQUIREMENTS

7.1 SCOPE AND LOCATION OF WORK

The work is located at and within the PG&E Power Station structure located at 400 Jibboom Street.

Prior to commencing work, the Contractor must obtain deferred approval of a shoring plan prepared by the Contractor's Engineer from the City's Building Department.

Upon receiving the approval, the work generally includes, but is not limited to staking and protecting the existing clay cap, removal of hazardous materials such as bird waste and lead paint, installing structural supports such as helical piers, steel bracing, and wall anchors, excavating a ramp on the south of the building to access the basement to demo miscellaneous items and remove contaminated soils, and to stockpile and test soils to haul to a Class I or Class II facility.

7.2 COMPLETION TIME

The time limit for the completion of all items of work is **Sixty (60) calendar days**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. Non-working days will be assigned for the period of time that the Contractor uses to obtain approval from the City Building Department of the shoring plan. The Contractor shall pay a sum in the amount of **ONE THOUSAND TWO HUNDRED DOLLARS ($1200.00)** as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of Sixty (60) calendar days.

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

7.3 TIME OF AWARD

Contract award shall be made within **Sixty (60) calendar days** after opening of the proposals to the lowest responsible bidder.

7.4 PROVIDING BONDS AND SURETY

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

7.5 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 Nader Kamal of the Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-7035, FAX (916) 808-8281 or nkamal@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.

7.6 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.

7.7 FINAL PAY QUANTITY

Final pay quantity is designated on the sealed bid proposal sheet with a "(F)". Final pay quantity shall conform to Section 9-1.015 "Final Pay Items" of the State Standard Specifications, except that the final pay quantity designation shall be made on the sealed bid proposal rather than the Plans.

7.8 EQUIPMENT TO BE SUPPLIED

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

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

All equipment, materials, and supplies to be considered as an approved equal must be submitted to the City for approval no less than seven (7) calendar days prior to the bid opening date. If the Engineer finds said equipment, materials, and supplies to be acceptable, an addendum will be issued notifying all bidders no less than two calendar days prior to the bid opening date.

7.9 HANDLING & REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

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

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

1. All work is to be completed in accordance with the following regulations and requirements:

    a. Chapter 6.5, Division 20, California Health and Safety Code.

    b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials. 29 Code of Federal Regulation 1910.120 relating to Hazardous Waste Operation Safety Training.

    c. City of Sacramento Building Code and the current edition of the Uniform Building Code.

d. Geocon Consultants, Inc Final Soil Management Plan, dated September 2012.

2. Coordination shall be made with the Sacramento County 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.

7.10 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.

7.11 SUBMITTALS

Submittals shall be prepared and submitted in conformance with Section 5-7 of the City Standard Specifications.

7.12 PROTECTION OF EXISTING IMPROVEMENTS

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

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

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

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

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

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

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

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

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

7.13 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.

The plans shall be developed with the following requirements:

1. Working hours shall be between 8:00 AM and 5:00 PM Sunday through Monday, unless otherwise approved by the Engineer.

2. Jibboom Street cannot be closed to thru traffic throughout the duration of the project.

3. The Contractor shall furnish, install, 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.

4. 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.

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.

7.14 PUBLIC NOTIFICATION

The Contractor shall notify residents and businesses within the project limits in writing five (5) working days in advance of beginning work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor's representative that can be reached 24 hours a day, 7 days a week.

The Contractor shall be responsible for issuing a second notice to property owners five (5) working days in advance of commencing any work on private property. The Contractor shall include in the public notification flyers/postcards detailed procedures explaining precautions the homeowner can take to help prevent plugged utility service fixture problems. The Contractor shall submit to the Engineer for review and approval public notification flyers/postcards before they are issued to the public.

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

7.15 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.

7.16 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).

Please refer to Appendix B Shingle Springs Agreement for further information.

7.17 HEALTH AND SAFETY

The Contractor shall be responsible for providing and implementing their own project-specific health and safety plan (HSP) prepared in accordance with the Final Soil Management Plan, and applicable California Occupational Safety and Health Administration (OSHA) requirements.

7.18 EROSION, SEDIMENT, AND POLLUTION CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications. The costs associated for compliance with this section including, but not limited to, all water quality, erosion, sediment and pollution control measures deemed necessary by the Engineer shall be included in Item Number 3, "Erosion, Sediment and Pollution Control" and no additional compensation shall be made.

7.19 HISTORICAL AND SITE RESTRICTIONS

The Contractor is to comply with the following conditions:

1. Avoid working near the levee. Per the American River Flood Control District, any required work near the levee will need to "be done outside of the flood season of November 1 to April 15 unless otherwise approved by the District and Central Valley Flood Protection Board."
2. Avoid soil disturbance at the clay cap. Staking will be required to locate the clay cap prior to the start of work.
3. The existing PG&E Power Station is an old building. Care will need to be priority while removing and re-securing existing doors, working within the basement and around the building.
4. Submit a Construction Protection Plan (CPP) for review and approval by the Engineer prior to the start of construction. Implementation of the CPP will be required during construction to monitor construction-related vibration as it may have an adverse effect on the existing Power Station building.

5. Access to the first floor is foot access only. Equipment will not be permitted on the first floor unless a shoring plan is submitted for review and approval.

SECTION NO. 8 - PREPARATORY WORK ITEMS OF THE BID PROPOSAL

ITEM NO. 1 - PRECONSTRUCTION PHOTOGRAPHS

Preconstruction photographs shall conform to Section 11 of the Standard Specifications.

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

ITEM NO. 2 - CLEARING AND GRUBBING

Clearing and grubbing shall conform to Section 12 of the Standard Specifications and these Special Provisions. This item shall include, but is not limited to removal and disposal of weeds, bushes, shrubs, hedges within the limits the soil stockpile locations, as shown on the Plans, these Special Provisions and as directed by the Engineer.

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

ITEM NO. 3 - EROSION, SEDIMENT, AND POLLUTION CONTROL

Erosion, sediment, and pollution control shall conform to Section 16 of the Standard Specifications, the Erosion Control Plan, and these Special Provisions.

Payment shall be the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in preparing and implementing an Erosion, Sediment and Pollution Control Plan, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 4 - CONSTRUCTION STAKES (CLAY CAP)

Placing construction stakes to designate the area of the Clay Cap perimeter shall conform to Section 5.5 of the Standard Specifications and these Special Provisions.

The Department of Toxic and Substance Control (DTSC) will also confirm through periodic inspection that the existing remedial clay cap is not being disturbed by site construction activities.

Payment shall be the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in staking the clay cap as shown on the plans, in these Special Provisions, and as directed by the Engineer.

ITEM NO. 5 - BIRD WASTE REMOVAL

Cleanup and disposal of pigeon guano on the first floor from the entry door to the open area above the basement shall be in accordance with these Special Provisions, the Plans and the Standard Specifications. Pigeon guano must be disposed of at an offsite disposal facility. The Contractor is warned that the existing first floor and above is covered in pigeon guano. Pigeon guano may carry disease-causing organisms. Personnel in contact with the debris shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming afflicted disease. 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.

Payment shall be the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removal and disposal of bird waste, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 6 - LEAD ABATEMENT @ WALL ANCHORS

If required, lead abatement shall be completed in accordance with the SMAQMD, Standard Specifications, and these Special Provisions. This will occur where the wall anchors are located. The Contractor will be required to have workers or a subcontractor on site who is experienced working with lead and abatement. The lead workers must be certified at the time of bid by the California Department of Public Health.

If lead is not encountered, then the item shall be deleted with no compensation due to the contractor.

Payment shall be the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in lead abatement at the wall anchors, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 7 - REMOVE/REPLACE SOUTH DOORS

Removal and replacement of the south doors shall conform to the Standard Specifications section 13-1, structural plans, and these Special Provisions. Following the ramp excavation, the south doors shall be removed for access to the basement. Once the work is completed, the south doors shall be reinstalled.

Payment shall be the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in the removal and replacement of the existing south doors where shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 8 - RELOCATE EXISTING FENCE

The existing fence along the southern boundary of the property shall be relocated to the south to allow a wider access to the south doors of the Power Station building. Upon completion of the work, the fence is to be relocated back to the original location.

Payment shall be at the unit price bid for each fence move including relocation of the fence to the south prior to the start of construction and relocation back to its original location. It shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in relocating the fence as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 9 - EXCAVATE/BACKFILL RAMP TO INTAKE LEVEL

The Contractor is to excavate a ramp for access to the intake level, south door and backfill the ramp when complete. This work shall be in accordance with these Special Provisions, Standard Specifications, Final Soils Management Plan dated September 11, 2012, and the DTSC.

The maximum slope for the ramp is estimated to be 25% to permit the stockpiling of soil on site.

Payment shall be at the lump sum price bid and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in excavation and backfilling the ramp as specified in these Special Provisions and as directed by the Engineer.

SECTION NO. 9 - CONSTRUCTION ITEMS OF THE BID PROPOSAL

The quantity shown in Section No. 9, Bid Items 1, 4, 5 and 6 shall be considered approximate. The bid quantity may be increased, decreased or deleted as directed by the Engineer at the unit price bid by the Contractor with no additional compensation allowed therefore. Increases, decreases and deletions of quantities and any increase or decrease of calendar work days shall be covered in a Contract Change Order.

ITEM NO. 1 - WALL TO SLAB TIE-IN

Wall anchors shall be placed in accordance with the structural plans and these Special Provisions. The floor anchors will be located above the slab to attach the wall element above the slab. This work will need to be completed prior to soil excavation in the basement.

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

ITEM NO. 2 - REMOVAL OF NON-HAZARDOUS MISC. ITEMS @ INTAKE LEVEL

Removal of non-hazardous miscellaneous items will be in accordance with the structural plans and as directed by the Engineer. Existing column and wall foundations are to remain. Any miscellaneous slab concrete, pipes, remaining equipment and obstructions shall be removed to access the soil removal area and shall be included in the bid price.

Payment shall be the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removal of non-hazardous miscellaneous items, as specified in these Special Provisions, the structural plans and as directed by the Engineer.

ITEM NO. 3 - WALL SHORING SYSTEM

The wall shoring system shall conform to Section 20 in the Standard Specifications and these Special Provisions. Steel wall braces and support foundations are to be designed by the Contractor and submitted to the Engineer for approval. Calculations must be stamped and signed by a registered Civil Engineer in California. Adjust spacing as needed to avoid existing piers.

The shoring system shop drawings and calculations must be submitted to the City of Sacramento Building Department for deferred approval no later than TWO (2) WEEKS following the date on the Notice to Proceed. Non-working days shall be issued for the time period from the submittal date of the shoring plan to the City Building Department and the shoring plan approval date.

The Contractor shall submit a Change Order reimbursement request to pay for the associated fees with obtaining deferred approval of the plans from the City of Sacramento Building Department. The Contractor must provide copies of paid receipts showing all costs associated with obtaining the deferred approval.

Payment shall be the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in designing, and installing the wall shoring system, as specified in these Special Provisions, Structural plans, and as directed by the Engineer.

ITEM NO. 4 - SOIL EXCAVATION

Soil excavation shall conform to Section 14 of the Standard Specifications, Final Soil Management Plan, and these Special Provisions. This work shall include excavation of existing contaminated soils to the area noted "Base Bid" and grades shown on the Structural Plans. Interior grades will need to be "touched-up" prior to completion.

Native material within the project limits was tested for contamination and there is potential for Class 1 and Class 2 contaminated soil on site. A special class license is required to perform excavation, handling, removal and disposal of this soil. The Contractor shall possess the necessary special class license or a combination of classes required by the categories and classes of work included in this item. The City has a copy of the Initial Site Assessment report for the Contractor to review while preparing their bid. It is the Contractor's responsibility to review these documents and be familiar with the requirements for excavating the native material, reporting and disposal requirements prior to preparing a bid for this project.

The Contractor shall excavate the native material and stockpile the material on the project site for sampling. The sampling process will be in accordance with the DTSC and final soil management plan. The Contractor shall sample the material to determine if the material shall be transported and disposed of to either a Class I or Class II disposal site, or if the material is not contaminated, it shall be removed off-site per Section 14 of the Standard Specifications. The cost of soil testing is the sole responsibility of the contractor.

If apparently contaminated soil is encountered (based on observed soil discoloration, detection of chemical odor, PID readings, etc.) during soil excavation outside of the site building, onsite personnel shall immediately notify the Site Safety Officer (SSO), the City, and the DTSC. At the direction of the SSO, if air monitoring indicates an exceedance of applicable action levels identified in the HSP, work activities will cease until worker and protective measures are implemented.

Health and Safety

The Contractor associated with soil excavation, handling, sampling, stockpiling, truck-loading, and transportation activities shall be responsible for providing and implementing their own project-specific health and safety plan (HSP) prepared in accordance with applicable California Occupational Safety and Health Administration (OSHA) requirements. An HSP is a compilation of health and safety guidelines, policies and/or performance protocols that, when exercised, are intended to reduce or eliminate the potential for injury and exposure during the performance of field activities at a site.

The Contractor's HSPs must be submitted to the Engineer no later than <u>TWO (2) WEEKS</u> following the Notice to Proceed and a complete copy of the approved HSP must be onsite at all times while work is being conducted.

Excavation, Stockpiling, and Transportation

The Contractor shall prepare a written, project-specific Excavation and Transportation Plan establishing the procedures the Contractor will use to comply with requirements for excavating, stockpiling, transporting, and placing (or disposing) of soil/debris material. The plan shall conform to the regulations of the DTSC, Final Soil Management Plan, and Cal-OSHA. The sampling and analysis portions of the Excavation and Transportation Plan shall be in general conformance with section 8.3 of the Final Soil Management Plan "Soil Sampling Procedures". The plan shall contain, but not be limited to the following elements:

- Excavation schedule

- Temporary locations of stockpiled material
- Sampling and analysis plans for stockpiles:
- Location and number of samples
- Analytical laboratory
- Dust control measures
- Air monitoring
- Transportation equipment and routes
- Method for preventing spills and tracking material onto public roads
- Truck waiting and staging areas
- Site for disposal of waste
- Spill Contingency Plan for material containing contaminants of concern

Excavation, transportation, and handling of soil/debris containing contaminants of concern shall result in no visible dust migration. The Contractor shall have a water truck or tank on the job site at all times while performing earthwork operations.

Soil/debris stockpiles shall not be placed where affected by surface run-on or run-off. Soil excavated from beneath the site building, which is known to be impacted with lead and heavy-end petroleum, shall be temporarily stockpiled on and covered with 10-mil polyethylene sheeting to prohibit wind dispersal and contact with underlying non-impacted soil. Stockpiles shall not be placed in environmentally sensitive areas. Stockpiled material shall not enter storm drains, inlets, or waters of the State. The Contractor shall maintain the stockpile covers so the entire pile is covered at all times except during soil placement, sampling, and soil removal. Covers shall remain in place until all soil is removed from the site.

For Non-Hazardous waste, haulers should be provided with non-hazardous manifests for each truckload transported to a landfill. In addition to the manifest, the hauler should have a description of the waste (soil), where it came from, the expected concentrations, etc.

Any material regulated by the State of California as Hazardous Waste shall be transported to and disposed of at a Class I or Class II Disposal Site (depending on the level of contamination). Transportation and Disposal of Class I contaminated materials is paid for under line item number 5, "Class I Contaminated Soil to Transport and Dispose" and no additional compensation will be allowed. Transportation and Disposal of Class II contaminated materials is paid for under line item number 6, "Class II Contaminated Soil to Transport and Dispose" and no additional compensation will be allowed. Material excavated from these areas shall be transported by a Hazardous Waste transporter registered with the DTSC using the required procedures for creating a manifest for the material. For material designated as Hazardous Waste requirements for transportation and disposal are specific according to California and Federal laws. Vehicles used to transport Hazardous Material shall conform to the current certifications of compliance of the DTSC.

Prior to traveling on public roads, loose and extraneous material shall be removed from surfaces outside the cargo areas of the transporting vehicles and the cargo shall be covered with tarpaulins or other cover, as outlined in the approved Excavation and Transportation Plan. The Contractor shall be responsible for costs due to spillage of soil/debris during transport.

Soil Disposal

Soil scheduled for disposal shall be analyzed for the contaminants of concern by the Contractor prior to removing the material from the project limits. The Contractor shall submit a sampling and analysis plan and the name of the analytical laboratory to the City's Project Manager prior to beginning sampling or analysis. The Contractor shall use a laboratory certified by the California Department of Health Services. Sampling shall meet the minimum requirements of the accepting disposal facility.

The disposal facility shall be operating under a permit issued by the appropriate California Environmental Protection Agency board or department.

If disposal of Hazardous Waste is required, the City will obtain an Environmental Protection Agency (EPA) Generator Identification Number and State of California Board of Equalization Identification Number. The City will sign all Hazardous Waste manifests.

Coordination of the testing and hauling of excavated material is the responsibility of the Contractor. No delay claims will be allowed for project delays due to the lack of storage space within the staging area.

Payment shall be based on the unit price bid per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals, soils testing and for doing all work involved with soil excavation as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 5 - CLASS I CONTAMINATED SOIL TO TRANSPORT AND DISPOSE

This item shall consist of transporting and disposal of Class I contaminated soil as identified in Item Number 4, Soil Excavation. Removal of the soil shall be consistent with the Excavation and Transportation Plan established by the Contractor and approved by the Engineer.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.

The quantity shown in the Bid Proposal for this item shall be considered approximate. No guarantee is made or implied that the quantity will not be reduced, increased or deleted as may be required by the Engineer. If no Class I contaminated soil is encountered, then the quantity shown for this item will be deleted.

Payment shall be at the unit price bid per ton based on the collected tickets from the landfill facility and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in transporting and disposal Class I contaminated material as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 6 - CLASS II CONTAMINATED SOIL TO TRANSPORT AND DISPOSE

This item shall consist of transporting and disposal of Class II contaminated soil as identified by in Item Number 4, Soil Excavation. Removal of the soil shall be consistent with the Excavation and Transportation Plan established by the Contractor and approved by the Engineer.

The quantity shown in the Bid Proposal for this item shall be considered approximate. No guarantee is made or implied that the quantity will not be reduced, increased or deleted as may be required by the Engineer. If no Class II contaminated soil is encountered, then the quantity shown for this item will be deleted.

Payment shall be at the unit price bid per ton based on the collected tickets from the landfill facility and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in transporting and disposal of Class II Contaminated material as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 7 - MONITORING BUILDING FOR DISPLACEMENT

The Contractor is to establish and maintain horizontal and vertical control along Jibboom Street that will be used to ensure that there is no building displacement during construction.

Before and immediately after installing the shoring and wall anchors, the Contractor shall use non-destructive methods to establish the horizontal location and vertical elevation of the south, north and east building faces. This information must be submitted to the Engineer before starting any excavation on site.

The Contractor is to provide horizontal and vertical measurement information for the same building locations each week to determine if any displacement has occurred.

If any displacement of 0.02' or more is measured, the Engineer will consult with the City Project Manager before any additional work proceeds

Payment shall be the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in monitoring building for displacement as specified in these Special Provisions and as directed by the Engineer

Exhibit A
City of Sacramento
and
The Powerhouse Science Center, Inc.
RELEASE OF LIABILITY

In consideration of the fact that I am being provided an opportunity to visit the City's historic PG&E Power Station B building and adjacent real property at 400 Jibboom Street, Sacramento, California 95814 (the "**Premises**"), which is not otherwise accessible to the general public, I provide the following release:

I hereby release the Powerhouse Science Center, Inc. and the City of Sacramento and their employees, officers, agents, volunteers and contractors (the "**Released Parties**") from any and all claims, actions, damages, liabilities, demands, losses, costs and expenses of every type and description (collectively referred to as "**Claims**") for personal injury, death, or damage or destruction of property, including Claims based on the ordinary negligence, whether active or passive, of any of the Released Parties, but not Claims based solely on the gross negligence or willful misconduct of any of the Released Parties, in connection with my visit to the Premises.

Date:
Visitor Name:
Address:
City/Zip:
Visitor Signature:

EXHIBIT B

SOIL MANGEMENT PLAN

FINAL
SOIL MANAGEMENT PLAN

POWERHOUSE SCIENCE CENTER
400 JIBBOOM STREET
SACRAMENTO, CA

GEOCON
CONSULTANTS, INC.

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS

PREPARED FOR

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

PREPARED BY

GEOCON CONSULTANTS, INC.
RANCHO CORDOVA, CALIFORNIA

GEOCON PROJECT NO. S9633-06-03

SEPTEMBER 2012

GEOCON
CONSULTANTS, INC.
GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS

Project No. S9633-06-03
September 11, 2012

Rachel Hazlewood
Senior Project Manager
City of Sacramento
915 I Street, 3rd Floor
Sacramento, California 95814

Subject: FINAL SOIL MANAGEMENT PLAN
POWERHOUSE SCIENCE CENTER
400 JIBBOOM STREET
SACRAMENTO, CALIFORNIA

Dear Ms. Hazlewood:

In accordance with your request, we are pleased to provide the City of Sacramento (the City) with this Final Soil Management Plan (SMP) for the Powerhouse Science Center project at 400 Jibboom Street (the Site) in Sacramento, California. We prepared the SMP in general accordance with our Proposal No. LS-12-026 dated February 17, 2012, which is incorporated into our Professional Services Agreement with the City dated April 25, 2012.

The Department of Toxic Substances Control (DTSC) reviewed the Draft SMP dated June 29, 2012, and provided comments on the SMP via email to the City on August 1, 2012. This Final SMP includes revisions based on those comments.

The SMP provides guidelines for management of soil impacted by hazardous substances and/or petroleum products that is anticipated to be generated during construction for the upcoming planned redevelopment of the Site.

We appreciate the opportunity to assist you on this project. Please let us know if you have questions regarding the SMP or if we can be of further service.

Sincerely,

GEOCON CONSULTANTS, INC.

REGISTERED GEOLOGIST
JAMES F. BRAKE
NO. 5753
STATE OF CALIFORNIA

Jim Brake, PG
Senior Geologist/Associate

3160 Gold Valley Drive, Suite 800 ■ Rancho Cordova, CA 95742-7515 ■ Telephone 916.852.9118 ■ Fax 916.852.9132

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FINAL SOIL MANAGEMENT PLAN

1.0 INTRODUCTION

We prepared this Final Soil Management Plan (SMP) to provide guidelines for management of soil impacted by hazardous substances (lead) and petroleum that will be generated during construction for the planned redevelopment of the Powerhouse Science Center (PHSC) project at 400 Jibboom Street (the Site) in Sacramento, California (Figure 1). Soil is planned to be removed from beneath the former Pacific Gas & Electric (PG&E) power station building (the site building) as part of the renovation of the building to accommodate the new PHSC. Previous site investigations have shown that soil beneath the building is impacted with lead and petroleum.

This SMP was prepared for our client and the site owner, the City of Sacramento (the City), in accordance with our proposal LS-12-026 dated February 17, 2012, which is incorporated into our Professional Services Agreement with the City dated April 25, 2012. The SMP will serve a reference document for the City and other members of the project team including: the California Department of Toxic Substances Control (DTSC), the Powerhouse Science Center, Otto Construction, Carson Development Company, Inc., Dreyfuss & Blackford Architects, NV5, Buehler & Buehler Structural Engineers, Geocon Consultants, Inc., and as-yet-to-be-determined construction subcontractors.

Section 2 of this SMP further defines the purpose and objectives of the SMP. Section 3 provides site background information including a description of the Site, its past use, and a brief synopsis of the contaminants of concern (COCs) and locations on the Site. Section 4 lists site/project-related contacts and notification procedures for several project incident scenarios. Section 5 describes the regulatory agency involvement on the project related to contaminated soil handling, reuse/disposal, and confirmation sampling. Section 6 describes security procedures to be implemented during the project for worker and public safety. Section 7 describes the health and safety requirements of the project related to handling of contaminated soil. Section 8 describes soil management procedures from observation during excavation to handling onsite (excavation, stockpiling, and loading) to confirmation sampling to transporting and offsite disposal of soil. Section 9 describes the laboratory analysis procedures for the COCs. Section 10 summarizes the regulatory screening criteria that confirmation soil sample analysis results and soil stockpile characterization results will be compared to. Section 11 describes project documentation from daily field records to the remedial action completion report that will be prepared following completion of the soil removal.

2.0 PURPOSE AND OBJECTIVES

The purpose of this SMP is to provide an approach for management of contaminated soil that will be generated at the Site as part of construction of the new PHSC. Significant investigation and remediation of lead and petroleum-impacted soil has been conducted at the Site since the 1980s. As a result, the nature and extent of lead and petroleum impacts at the Site is well understood. Therefore, further investigation or remediation is not necessary to ready the Site for redevelopment, and impacted soil that will be generated during construction grading activities can be managed (i.e., excavated, stockpiled, characterized, loaded into trucks, and transported offsite for disposal) in accordance with this SMP. The objective of the SMP is to provide the project team with site background information, a health and safety plan (HSP), project notification contacts, and procedures and guidelines for soil management.

3.0 BACKGROUND INFORMATION

This section summarizes background information for the Site including its location and physical characteristics, former and existing uses and improvements, soil and groundwater conditions, the environmental condition of the Site based on previous investigations and the proposed development plan.

3.1 Site Location and Description

The approximate 4-acre Site is located between the Sacramento River and Jibboom Street at 400 Jibboom Street, Sacramento, California (Figure 1). The Site has one structure, the former PG&E Power Station B, and an earthen levee with a paved bike trail along its western side adjacent to the river, but is otherwise undeveloped on the surface. Subsurface utilities including piping for a water intake structure on the river are present on the Site. The Site is further identified by Sacramento County Assessor's Parcel Numbers 001-0190-004-0000, 001-0190-006-0000, 001-0190-009, 001-0190-011, 001-0190-015-0000, and 001-0190-016-0000. Figure 2 is a Site Plan depicting site boundaries, parcels, and pertinent site features.

3.2 Past/Present Uses and Planned Development

The Site was developed as a PG&E power generating station in 1912, which then operated until 1954. The power station used bunker oil stored in underground storage tanks (USTs) outside the south wall of the building to fire boilers in the plant. After the decommissioning of the PG&E plant, the Site was purchased by Associated Metals Corporation of California (AMCC) which operated a metals salvage business on the Site until 1965 when the Site was purchased by Caltrans for construction of Interstate (I) 5.

The Site is planned to be developed as the PHSC – a science and education center, with the former PG&E power station building to be renovated as one of the center piece structures. It is owned by the City of Sacramento and leased to the PHSC. Figure 3 is a Proposed Development Plan depicting the PHSC design layout.

3.3 Soil and Groundwater Conditions

As stated above, significant environmental investigation and remediation has been performed at the Site dating back to the early 1980s. Investigations were conducted in various areas within the Site through 1994 (Radian Corporation, 1995). The portions of the Site to the south and east of the southern half of the site building were previously remediated as part of the Jibboom Junkyard National Priority List (NPL) project in the 1980s. That work included removal of soil impacted with polychlorinated biphenyls (PCBs) and metals (mainly lead, copper, and zinc) to depths up to 23 feet in some areas. The former bunker oil USTs were removed from outside the southern wall of the site building in 1990, and debris and soil were removed from inside the building in 1990 and 1991.

Lead impacts in soil to the east of the northern half of the site building were left in place and remediated by placing a 2-foot-thick clay cap over the lead-impacted soil in 1997. A soil and vegetative cover was placed over the cap. A deed restriction was also placed on this portion of the Site and recorded in 1998. The site building also has served to cap lead and petroleum-impacted soil (Radian Corporation, 1996).

None of the pre-construction activities performed to date or construction activities planned for site redevelopment have disturbed or will disturb the cap on the eastern side of the site building. As shown on Figure 3, this portion of the Site will be covered by the PHSC entry plaza which will not require foundations that would penetrate the cap. The northeastern corner of the Earth and Space Sciences Center (ESSC) building will be cantilevered over the southern edge of the cap and none of the foundations for the ESSC building will penetrate the cap.

Groundwater monitoring has been conducted at the Site dating back to December 1986. Monitoring was initially conducted in 1987, then from 1989 through 1995. Following completion of the remedial clay cap construction in 1997, groundwater monitoring was conducted from 1998 through 2001. After a hiatus, annual groundwater monitoring was conducted in 2009, 2010, and 2012. The results of groundwater monitoring have shown that petroleum and lead are not present at concentrations of concern in groundwater. No groundwater remediation has ever been required for the Site. Depths to groundwater in site wells during the past two monitoring rounds have been measured to range from 19 to 30 feet (Geocon, 2011, 2012).

4.0 PROJECT CONTACTS AND NOTIFICATION PROCEDURES

This section provides project contact information and specifies procedures for notification under a variety of potential scenarios.

4.1 Project Contacts

The following table lists potential contacts, their affiliation, and their responsibility with respect to activities associated with this SMP.

Contact	Affiliation	Responsibility
Rachel Hazlewood Senior Project Manager (916) 808-8645	City of Sacramento 915 I Street, 3rd Floor Sacramento, CA 95814	City of Sacramento Project Manager
Jennifer Claiborne (916) 853-0313	Powerhouse Science Center 2330 Gold Meadow Way Gold River, CA 95670	PHSC Project Coordinator
Deb Fee Construction Project Manager (916) 441-6870	Otto Construction 1717 2nd Street Sacramento, CA 95811	Construction Project Manager
Jim Brake, PG Environmental Project Manager (916) 852-9118	Geocon Consultants, Inc. 3160 Gold Valley Dr.,#800 Rancho Cordova, CA 95742	Oversight of contaminated soil excavation and onsite handling, post soil removal testing, and reporting.
Peter MacNicholl, PE Remedial Project Manager (916) 255-3713	California Department of Toxic Substances Control 8800 Cal Center Drive Sacramento, CA 95826-3200	Regulatory Oversight
Site Safety Officer TBD	Geocon Consultants, Inc. 3160 Gold Valley Dr.,#800 Rancho Cordova, CA 95742	Health and Safety Plan Implementation
Project Supervisor	TBD	Daily Construction Oversight
Emergency: 911	Sacramento Fire Department 5770 Freeport Blvd, Suite 200 Sacramento, CA 95822	Emergency Response
(800) 227-2600	Northern California Underground Service Alert (USA)	Underground Facility Damage Prevention

4.2 Notification Procedures

The following summarizes the notification procedures to be implemented for situations or occurrences that may develop during site development activities. Onsite personnel that observe the situations or occurrences indicated below will notify the primary contact who in-turn will notify secondary contacts as deemed appropriate. Contact names and phone numbers are indicated in Section 4.1 above.

Situation or Occurrence		Primary Contact		Secondary Contact (s)
48 hrs Prior to Excavation Work	→	Underground Service Alert	→	USA Subscribers (e.g., utilities)
Situation Immediately Dangerous to Life and Health	→	911 Site Safety Officer (SSO) Project Supervisor	→	City of Sacramento
Injury or Illness	→	911 (if warranted) SSO Project Supervisor	→	City of Sacramento
Accident Resulting in Property Damage	→	SSO Project Supervisor	→	City of Sacramento
"Chemical" Odor Detected	→	911 (if warranted) SSO Project Supervisor Environmental Consultant	→	City of Sacramento DTSC
"Contaminated" Soil Observed	→	SSO Project Supervisor Environmental Consultant	→	City of Sacramento DTSC
Groundwater Encountered	→	SSO Project Supervisor Environmental Consultant	→	City of Sacramento DTSC
Unanticipated Subsurface Facilities (tanks, piping, etc)	→	SSO Project Supervisor Environmental Consultant	→	City of Sacramento DTSC
"When in Doubt"	→	SSO Project Supervisor Environmental Consultant	→	City of Sacramento

5.0 REGULATORY ENVIRONMENTAL OVERSIGHT AND PERMIT REQUIREMENTS

This section summarizes oversight by the appropriate regulatory agencies for actions that could potentially be undertaken at the Site (i.e., contaminated soil removal, etc.). Also summarized are permit requirements for potential actions such as UST removal.

5.1 Department of Toxic Substances Control

The Department of Toxic Substances Control (DTSC) is the regulatory oversight agency for the project. The DTSC has been involved with the Site for several years and certified the remedial clay cap in 1998. The DTSC reviewed the Draft SMP and provided comments to the City. This Final SMP includes revisions based on those comments. The DTSC will review this SMP and will approve it if their concerns are adequately addressed. The DTSC will also oversee site activities performed and results generated including: soil stockpile characterization results, manifests for soil transportation, and weigh tickets from the receiving facility. These items will be included in a project completion memorandum specific to the soil removal activities for DTSC's review. The DTSC will also confirm through periodic inspection that the existing remedial clay cap is not being disturbed by site construction activities.

5.2 Sacramento County Environmental Management Department Permit Requirements

There are no known, documented USTs present on the Site. However, in the event that an undocumented UST is encountered during Site development activities, the UST would be removed under permit from the Sacramento County Environmental Management Department (SCEMD). Prior to removal of a UST from the ground, the removal contractor shall obtain a permit from the SCEMD. The permit process involves submission of a UST removal application to the SCEMD and payment of the appropriate fee.

6.0 SECURITY PROCEDURES

The following minimum security procedures shall be implemented:

- To prevent unauthorized access on Site, a temporary 6-foot-high chain-link fence shall be erected and maintained around the Site. The perimeter security fence should have lockable gates of appropriate size for vehicle and equipment ingress/egress installed at a minimum of two locations. During work hours, security fence gates shall be kept closed except during ingress/egress, as appropriate and practical. After work hours, security fence gates shall be kept closed and locked.
- "No Smoking" and "DANGER" signs of the size and type associated with construction/demolition sites shall be affixed and maintained at the appropriate height on each side of the fence.
- For worker and equipment protection, temporary orange plastic construction fencing and/or yellow "CAUTION" tape affixed to delineators, traffic cones, stakes, and/or other suitable supports shall be placed around excavations in excess of 3 feet deep except during ingress/egress

activities, as appropriate based on the judgment of the SSO and project managers and supervisors.

7.0 HEALTH & SAFETY

Each PHSC or Otto Construction contractor associated with soil excavation, handling, sampling, stockpiling, truck-loading, and transportation activities shall be responsible for providing and implementing their own project-specific health and safety plan (HSP) prepared in accordance with applicable California Occupational Safety and Health Administration (OSHA) requirements. An HSP is a compilation of health and safety guidelines, policies and/or performance protocols that, when exercised, are intended to reduce or eliminate the potential for injury and exposure during the performance of field activities at a site. A complete copy of the contractor's HSPs must be onsite at all times while work is being conducted. A copy of our HSP is in Appendix A.

HSPs must designate an SSO who will oversee field activities and be responsible for implementation of the HSP. The SSO has the authority to temporarily suspend project activities any time he/she determines that the provisions of the HSP are inadequate to provide a service/project environment conducive to employee safety. The SSO will inform project managers of individuals whose onsite actions jeopardize either their health and safety or the health and safety of others. The SSO's responsibilities include:

- Maintaining safety equipment and supplies;
- Performing air monitoring, as appropriate;
- Directing decontamination operations, as appropriate;
- First line enforcement of the HSP;
- Directing emergency response operations until public emergency personnel arrive;
- Setting up site controls, as appropriate; and
- Reporting incidents and HSP infractions to the Project Manager.

Contractors shall be responsible for making their respective HSPs and SSO available to onsite workers who could potentially be exposed to the job hazards reasonably anticipated during work. Contractors shall be responsible for providing worker HSP training and education as applicable during "tailgate" safety meetings conducted daily prior to the start of work and on an impromptu "as needed" basis during the work day when unhealthful/unsafe work practices or situations are observed. Health and safety meetings address the following subjects, as applicable:

- The project scope of work or any changes to the scope;
- Recognized changes to site conditions;
- Review of safe work practices;

- On or off the project safety practices;
- Feedback from employees on hazards, safety suggestions, or concerns; and
- Recognition for compliance, good safety performance or attitude.

Attendance at health and safety meetings will be considered part of each employee's job responsibilities. Each employee shall be responsible for their compliance with their respective HSP and shall be responsible for notifying the SSO when infractions to the HSP are detected.

8.0 SOIL MANAGEMENT

Soil management activities including observation of earth-moving activities (excavation of soil from beneath the site building), sampling, handling (stockpiling), and stockpile management shall be monitored to ensure compliance with this SMP and industry-standard procedures. Excavation of soil from beneath the Site building will generate approximately 3,000 cubic yards of soil that will require offsite transport and disposal.

Other earth-moving activities associated with site development (i.e., excavation of utility trenches and footings for structure foundations or for reworking of shallow, undocumented fill) are not anticipated to be performed in areas where site contamination exists. However, these other earth moving activities shall be observed for indications of contamination (e.g., discoloration and chemical odor) and soil generated by these activities, if any, will be handled accordingly.

The following sections summarize management of non-impacted and impacted soil, soil characterization sampling procedures, and soil transportation for disposal.

8.1 Management of Non-impacted Soil

In the absence of obvious discoloration, chemical odors, elevated photo-ionization detector (PID) readings, or other indicators of apparent contamination, soil that is excavated from other areas of the Site outside of the site building should be suitable for use at other facilities and properties or for disposal. Excess soil shall be temporarily stockpiled onsite, then sampled and tested for offsite reuse or disposal characterization according to the procedures indicated below.

Excavated pavement (e.g., asphalt and concrete) and other construction materials or debris shall be transported offsite to an appropriate local recycling facility or disposed offsite as general construction debris at a licensed landfill facility according to applicable disposal requirements.

8.2 Management of Impacted Soil

Soil excavated from beneath the site building, which is known to be impacted with lead and heavy-end petroleum, shall be temporarily stockpiled on and covered with 10-mil polyethylene sheeting to prohibit wind dispersal and contact with underlying non-impacted soil. Stockpiled impacted soil shall be sampled and tested according to the procedures indicated in Section 8.3.

If apparently contaminated soil is encountered (based on observed soil discoloration, detection of chemical odor, PID readings, etc.) during soil excavation outside of the site building, onsite personnel shall immediately notify the SSO, the City, and the DTSC. At the direction of the SSO, if air monitoring indicates an exceedance of applicable action levels identified in the HSP, work activities will cease until worker and public protective measures are implemented. This soil shall also be temporarily stockpiled on and covered with 10-mil polyethylene sheeting to prohibit wind dispersal and contact with underlying non-impacted soil. This soil shall also be sampled and tested according to the procedures indicated in Section 8.3.

8.3 Soil Sampling Procedures

Soil samples will be collected from soil removed from beneath the site building and stockpiled onsite. Soil samples may also be collected from visibly impacted soil, and confirmation soil samples will be collected from excavations following removal of impacted soil encountered outside the site building, if any. Soil samples will be analyzed and the results compared to the soil screening and hazardous waste criteria provided in Section 10. Soil samples will be collected and handled in accordance with industry-standard procedures. The following summarizes soil sampling activities and procedures:

- Stockpile sampling will include collection of one discrete soil sample for each approximately 25 cubic yards of stockpiled soil. Each group of four discrete samples will be composited by the laboratory into one 4-part composite sample representative of approximately 100 cubic yards of soil. Stockpile soil samples will be obtained by a backhoe, hand-auger, or drive-sampler at different elevations and depths in the stockpile in an effort to obtain soil that is representative of the stockpile. Stockpile samples will be collected in new laboratory-provided soil jars.
- Sample labels indicating the sample identification number, the date/time of collection, and the sampler's initials will be affixed to the sample containers. Sample locations will be recorded on a field Site Plan.
- Soil samples will be preserved in chilled ice chests maintained at approximately 4 degrees Celsius during transportation to the analytical laboratory. Samples will be transported to the laboratory following standard chain-of-custody procedures.
- Quality Assurance/Quality Control (QA/QC) sampling procedures will be adhered to during the field activities. These procedures will include frequent changes of disposable gloves during the sampling activities and cleansing/rinsing the sampling equipment using Alconox® and deionzed water rinses prior to each use.

8.4 Soil Transportation

Impacted soil will be loaded into trucks for transport to an appropriate disposal facility. Waste profiles will be submitted to the disposal facility in order to obtain their acceptance of the waste. Trucks used to transport soil offsite shall be equipped with cover tarps to minimize soil loss during transport. Soil shall be covered at all times except during loading and unloading activities. During loading activities, soil shall be sprayed liberally with water to minimize the generation of dust.

Loading and transport of soil that has been determined to exceed California hazardous waste criteria (based on characterization analytical data) will require use of an appropriately licensed Class A-HAZ subcontractor and appropriately OSHA 40-Hour Hazardous Waste Operations Training per Title 8 of the California Code of Regulations, Section 5192 and applicable annual update training.

Impacted soil that is stockpiled on the Site will be transported to an offsite disposal facility using non-hazardous or hazardous waste manifests, as appropriate, based on stockpile characterization analytical data. Manifests and other records maintained by the trucking contractor will include the date and time of transport, approximate truckload volume, trucking company and driver information. Manifests will not be required for transport of non-impacted soil.

9.0 LABORATORY ANALYSES

Stockpile soil samples shall be analyzed for the COCs – lead and heavy-end petroleum. Heavy-end petroleum concentrations in the stockpiled soil will be characterized by analysis for diesel-range organics (DRO) and oil-range organics (ORO). Soil samples will be analyzed by a California Department of Public Health-certified laboratory according to industry-standard methods and QA/QC procedures. Sample management will follow standard chain-of-custody tracking procedures.

A determination regarding the appropriate analytical turnaround time for stockpile soil samples will be made by supervisory field personnel and City personnel based on site conditions, the development project timeline, and other pertinent considerations. It is anticipated that stockpile characterization samples will be analyzed on a standard ten-working-day turnaround.

To evaluate the concentrations of lead in stockpiled soil, soil samples will be tested according to United States Environmental Protection Agency (USEPA) Method 6010B. To evaluate the concentrations of DRO and ORO in stockpiled soil, soil samples will be analyzed for TPH chain identification according to USEPA Method 8015B (M).

The laboratory will perform QA/QC procedures for each analytical method with specificity for each analyte listed in the test method's QA/QC. Laboratory QA/QC measures will generally include the following:

- One method blank for every ten samples, batch of samples or type of matrix, whichever is more frequent.
- One sample analyzed in duplicate for every ten samples, batch of samples or type of matrix, whichever is more frequent.
- One spiked sample for every ten samples, batch of samples or type of matrix, whichever is more frequent, with spike made at ten times the detection limit or at the analyte level.

The laboratory will provide written final laboratory reports that will document sample analytical results and associated units and detection limits, as well as a summary of QA/QC procedures and results and the original chain-of-custodies. Laboratory reports will be reviewed to confirm data completeness with respect to the chain-of-custody and test method assignments, holding times, and acceptable QA/QC procedures to verify that the data is of sufficient quality to satisfy project objectives.

10.0 SOIL SCREENING AND HAZARDOUS WASTE CRITERIA

The levels of COCs in site soils have been reported to and reviewed by the DTSC, and no further investigation prior to development has been required. As described above, excess soil generated during construction shall be characterized to determine appropriate disposal requirements. Soil stockpile sample analytical data shall be compared to California hazardous waste criteria to determine the appropriate class of disposal facility.

In addition to removal of impacted soil from beneath the site building, it is possible that contaminant impacts are present in soil that have not been identified by previous investigation and may be encountered during other construction activities such as trenching for site utilities. If evidence of impacts (i.e., staining, odors, elevated PID readings) is encountered in areas of the Site outside of the site building (excluding the cap area, which will not be disturbed), the impacted soil should be sampled and analyzed and the analysis results compared to applicable regulatory screening criteria. The determination whether impacted soil encountered outside of the site building (if any) may be left in-place or must be removed for offsite disposal will be based on comparison of soil sample analysis data with the soil screening and hazardous waste criteria provided below and communication between the DTSC, the City, and Geocon. Excavation, loading and transport of soil that has been determined to exceed California hazardous waste criteria will require use of an appropriately licensed Class A-HAZ subcontractor with appropriate Hazardous Waste Operations Training.

The following table lists the screening criteria and hazardous waste criteria for the COCs associated with the Site that will be used during site development activities. Though not currently considered COCs for the Site, polynuclear aromatic hydrocarbons (PAHs) and PCBs are included because of their potential to be associated with petroleum.

SOIL SCREENING CRITERIA			
LEAD	**PETROLEUM**	**PAHs Benzo(a)pyrene**	**PCBs**
320 (1)	DRO = 450 (2) ORO = 3,700 (2)	0.13 (1)	0.30 (1)
HAZARDOUS WASTE CRITERIA (3)			
TTLC = 1,000 STLC = 5.0	NONE	NONE	NONE TTLC = 50 STLC = 5.0

All criteria in mg/kg

(1) California Human Health Screening Levels (CHHSLs) for commercial land use
(2) San Francisco Bay Regional Water Quality Control Board Environmental Screening Levels (ESLs) for commercial land use (direct exposure).
(3) CCR Title 22, Division 4.5, Chapter 11, Article 3, Section 66261.24
CCR = California Code of Regulations
TTLC = Total threshold limit concentration
STLC = Soluble threshold limit concentration in milligrams per liter (waste extraction test)

11.0 PROJECT DOCUMENTATION

Onsite personnel shall maintain daily field reports including a summary of project activities, excavation equipment and locations, PID monitoring results, soil stockpiling and transport, and soil sampling activities. Field report will include scaled drawings depicting the locations of excavations, soil stockpiles, and samples.

Laboratory analytical data shall be submitted to the DTSC as soon as available to determine the need for additional investigation or no further action. Following completion of field activities and soil disposal (if any), a completion memorandum shall be prepared for submittal to the DTSC. The completion memorandum shall include the following:

- A summary of activities associated with impacted soil encountered during site development activities (if any), including (but not limited to) excavation limits and volumes, field observations and monitoring results, soil sampling procedures (if any), soil stockpile management activities, health and safety procedures, etc.
- A summary of soil sample analytical results (if any).
- Information with respect to soil stockpile data and final soil disposition (if any).
- A Site Vicinity Map and a scaled Site Plan that will indicate excavation limits and locations of soil samples and stockpiles (if any).
- Tabulated analytical data (if any).
- Copies of laboratory reports and associated chain-of-custody documentation (if any).
- Conclusions and recommendation for no further action.

12.0 REFERENCES

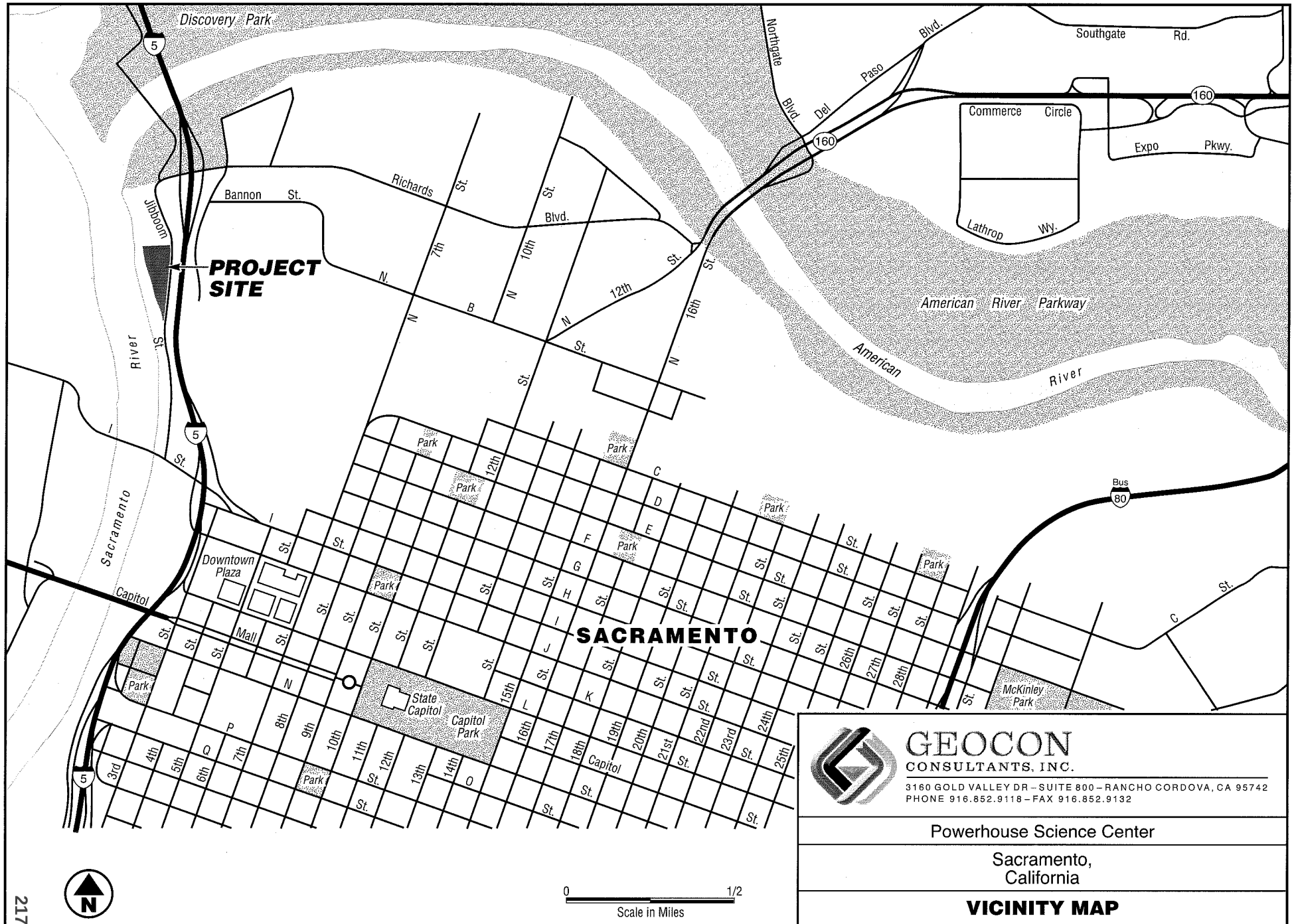
Geocon, *December 2010 Groundwater Monitoring Report, Former Jibboom Street PG&E Powerstation, Sacramento, California*, February 2011.

Geocon, *March 2012 Groundwater Monitoring Report, Powerhouse Science Center, Sacramento, California*, April 2012.

Radian Corporation, *Focused Remedial Investigation/Feasibility Study for the Former PG&E Power Plant Facility on Jibboom Street*, February 1995.

Radian Corporation, *Final Remedial Action Plan for the Former PG&E Power Plant Facility on Jibboom Street*, December 1996.

United States Geological Survey, *Sacramento East 7.5-minute topographic map*, 1967 (revised 1980).



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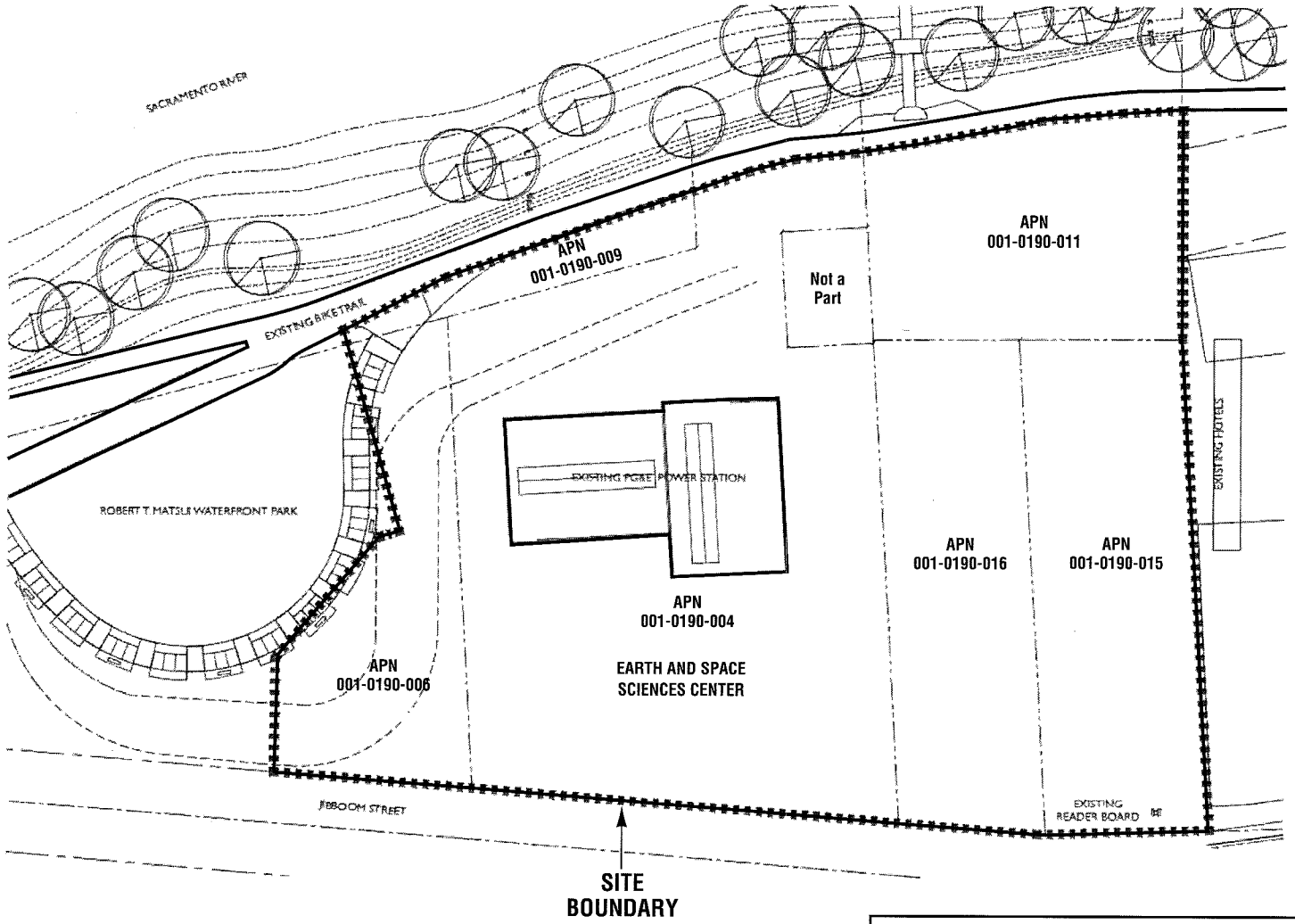
Powerhouse Science Center

Sacramento, California

VICINITY MAP

S9633-06-01	September 2012	Figure 1



0 100
Scale in Feet

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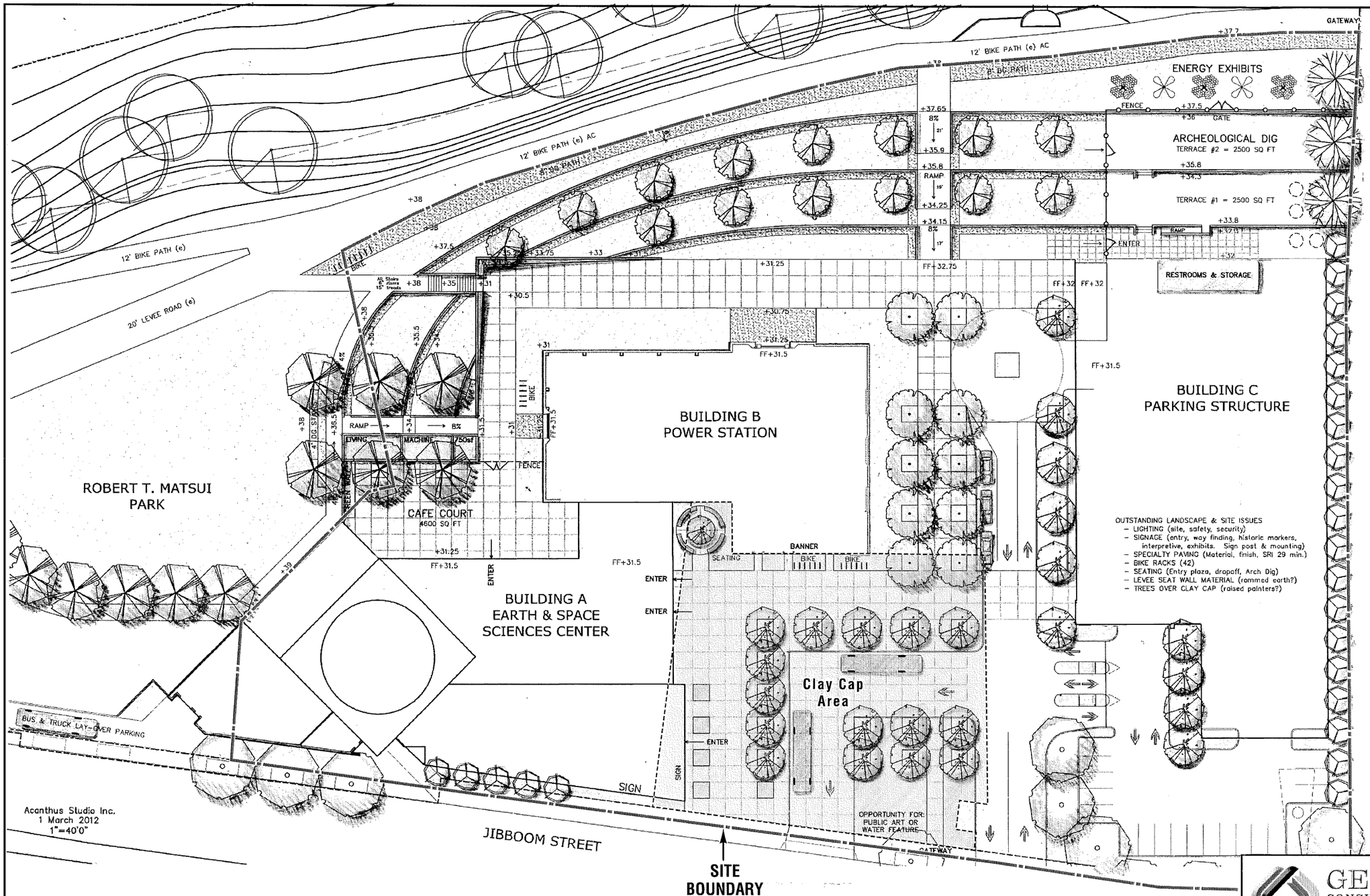
Powerhouse Science Center

Sacramento,
California

SITE PLAN

S9633-06-03	September 2012	Figure 2

Ref: City of Sacramento



Ref: Acanthus Studio, Inc., March 2012

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Powerhouse Science Center

Sacramento, California

PROPOSED DEVELOPMENT PLAN

S9633-06-03	September 2012	Figure 3

APPENDIX A

HEALTH AND SAFETY PLAN

SOIL EXCAVATION

POWERHOUSE SCIENCE CENTER
400 JIBBOOM STREET
SACRAMENTO, CALIFORNIA

GEOCON
CONSULTANTS, INC.

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS

PREPARED BY

GEOCON CONSULTANTS, INC.
3160 GOLD VALLEY DRIVE, SUITE 800
RANCHO CORDOVA, CALIFORNIA 95742

PROJECT NO. S9633-06-03

SEPTEMBER 2012

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Figure 1 – Vicinity Map

1.0 INTRODUCTION

This Health and Safety Plan (HSP) is a compilation of health and safety guidelines, policies and/or performance protocols that, when exercised, are intended to reduce or eliminate the potential for injury and exposure during the performance of the activities at the site described below. Conformance with its contents does not warrant that injuries or exposures will not occur.

This HSP is not a training tool and does not contain the degree of detail necessary to train an employee on the appropriate performance, approach and/or equipment-use protocols referenced, herein. Persons working on this project and referring to this HSP shall meet the minimum training requirements described in Section 2.2.

This HSP has been prepared to specifically support the field activities described herein. The provisions described herein apply to employees of Geocon Consultants, Inc. and its subcontractors, only. Representatives of the Client, Client-retained subcontractors, and representatives of state or local government agencies are expected to observe the safety rules and requirements established by their respective organizations, provided they do not conflict with this HSP. However, Geocon will not be responsible for enforcing the conditions of this HSP on these representatives.

The contents of this HSP are based on factors and conditions understood prior to the start of soil excavation and removal at the Site, specifically, soil investigation data dating back to the early to mid-'90s generated by Weston (a Preliminary Endangerment Assessment or PEA) and Radian (Focused Remedial Investigation/Feasibility Study or RI/FS). Soil lead concentrations reported for soil samples collected from beneath the building were mostly less than 50 milligrams per kilogram (mg/kg, or ppm - parts inorganic lead per million parts soil), but with a couple of hot spots of 300+ and one at 587 mg/kg (ppm). According to

Cal-EPA guidelines, lead levels that are equal to or greater than 400 ppm in bare soil are considered hazardous for children and levels that are equal to or above 1,000 ppm are considered hazardous for adults. T8 California Code of Regulation (CCR) §1532.1(d)(5)(B) Lead – Negative Initial Determination, states materials that contain lead at concentrations less than 0.06% lead dry weight (600 ppm) are sufficient to establish a negative determination.

The contents of this HSP are based on factors and conditions understood prior to the start of the field activities. If those factors and conditions change during the performance of the activities, including the service scope, or if conditions exist that were not considered in the preparation of this HSP, then such shall be brought to the immediate attention of the person approving this HSP, and the HSP shall be modified, accordingly.

All project personnel will review, and become familiar with the elements of the Plan prior to site work. A copy of the Plan will be provided to the Client, the construction Project Manager and their subcontractors, or designees involved with project activities.

A pre-job conference will be held to delineate roles and responsibilities, discuss key elements of the Plan, and coordinate activities. This Plan is a "working document" to be used by affected personnel. The Plan may be modified at any time to adequately address changing conditions or previously unrecognized exposure hazards which may be encountered during the project. An updated, current copy of the Plan will be maintained at the project site during and be available to all affected personnel. The date indicated in Section 8.0 of this document indicates the latest version of this Plan.

This Plan expires 6 months from the date of Certified Industrial Hygienist (CIH) approval unless updated or amended; ref. T8 CCR §1532.1(e)(2)(E) "Written programs shall be revised and updated at least every 6 months..."

1.1 Project Location and Description

The approximate 4-acre Site is located between the Sacramento River and Jibboom Street at 400 Jibboom Street, Sacramento, California (Figure 1). The Site has one structure, the former Pacific Gas & Electric (PG&E) power station, and an earthen levee with a paved bike trail along its western side adjacent to the river, but is otherwise undeveloped on the surface. Subsurface utilities including piping for a water intake structure on the river are present on the Site.

1.2 Background

The Site was developed as a PG&E power-generating station in 1912, which then operated until 1954. The power station used bunker oil stored in underground storage tanks (USTs) outside the south wall of the building to fire boilers in the plant. After the decommissioning of the PG&E plant, the Site was purchased by Associated Metals Corporation of California (AMCC) which operated a metals salvage business on the Site until 1965 when the Site was purchased by Caltrans for construction of Interstate (I) 5.

Soil is planned to be removed from beneath the former PG&E power station building as part of the renovation of the building to accommodate the new Powerhouse Science Center (PHSC). The City of Sacramento is the site owner and the Site is leased to the PHSC. Previous site investigations have shown that soil beneath the building is impacted with lead and petroleum hydrocarbons.

1.3 Project Objectives

The purpose of the soil excavation is to remove soil impacted by hazardous substances (lead) and petroleum that may be encountered and/or generated during development of the PHSC project at 400 Jibboom Street (the Site) in Sacramento, California.

1.4 Planned Scope of Services

- Removal and disposal of contaminated soil.
- Soil sampling and analytical testing for soil stockpile characterization for offsite disposal.

1.5 Schedule

Anticipated Period of Performance:	December 2012
Anticipated Weather/Temperature:	Weather conditions are expected to be cool and variable.

2.0 ADMINISTRATIVE REQUIREMENTS/CONTROLS

2.1 Personnel

Personnel responsible for project safety include the Project Manager, Site Safety Officer and participating project personnel.

2.1.1 Project Manager

The Project Manager has ultimate authority and responsibility for project Health and Safety. Accordingly, he/she has the responsibility to develop the HSP (or assign its development); audit compliance with the provisions of this HSP; suspend project activities or modify service practices for health and safety reasons; and, to dismiss from a project site individuals whose onsite conduct either endangers the health and/or safety of others or is judged not to comply with the provisions of the HSP. The Project Manager is responsible for sharing/distributing the HSP to participating field personnel and to an authorized representative of each project subcontractor. The Project Manager is also responsible for implementing all provisions of the HSP and any applicable addenda. Implementation includes:

- Reviewing the HSP requirements (if prepared by another project member);
- Presenting an overview of the provisions of the HSP with project participants;
- Providing the safety equipment specified herein;
- Collecting and submitting the requisite health and safety documentation (training rosters/certificates, air monitoring records (exposure assessments); site personnel logs, medical approvals), and copying them to the Site Safety Officer (SSO), if appropriate;

  Note: Monitoring and exposure assessment records will be maintained in accordance with the provisions of T8 CCR §§1532.1(n) Lead and 3204, Access to Employee Exposure and Medical Records.
- Designating/identifying a qualified project member as the SSO.

2.1.2 Site Safety Officer

The designated SSO is responsible for assisting the Project Manager with onsite implementation of the HSP. The SSO's responsibilities include:

- Maintaining project safety equipment supplies;
- Perform air monitoring, if and as specified herein (ref: T8 CCR §1532.1(d) Exposure Assessment);
- Directing decontamination procedures, as appropriate;
- Enforcing the provisions of this HSP;
- Directing emergency response operations until public emergency personnel arrive;
- Setting up Site Controls, if and as specified herein; and
- Reporting all incidents and infractions to the Project Manager.

The SSO has the authority to suspend project activities any time he/she determines that the provisions of the HSP are inadequate to provide a service/project environment conducive to employee safety. Further, the SSO is to inform the Project Manager of any individuals whose onsite actions jeopardize either their health and safety or the health and safety of others.

2.1.3 Project Field Staff

All project personnel are responsible for:

- Complying with the provisions of this HSP;
- Performing services in a manner that is consistent with good health and safety practice; and
- Reading and being knowledgeable of the contents of this HSP.

2.2 Personnel Training

2.2.1 General Site Employees

All personnel assigned to this remediation project have successfully completed all applicable training requirements as outlined in T8 CCR §5192(e), "Training" (40-Hour and Supervisor Certificates, and current annual Refresher Training).

Site employees will attend a project orientation before starting the project. The orientation will review all elements of the HSP including: 1) the location of potential health and safety hazards on the site; and 2) requirements of the HSP. The training will also address other Cal/OSHA requirements such as the Geocon Hazard Communication (T8 CCR §5194), Injury and Illness Prevention Program (T8 CCR §3203; Construction Safety Orders [CSO] §1509), and T8 CCR §1532.1 Lead Appendix A (Attachment A).

2.2.2 "Tailgate" Meetings

During the active field components of the project, the Project Manager or designee will conduct regular (i.e., weekly or daily, as appropriate) "tailgate" safety meetings. This meeting will include information on the following subjects, as applicable:

- Changes to project scope;
- Recognized changes to site conditions;
- Review of safe work practices;
- On or off the project safety practices;
- Feedback from employees on hazards, safety suggestions, or concerns; and
- Recognition for compliance, good safety performance or attitude.

Attendance at the tailgate meetings is considered a part of each employee's job responsibilities.

2.3 Medical Surveillance

Soil investigation data dating back to the early to mid-'90s generated by Weston (PEA) and Radian (Focused RI/FS) reported inorganic lead concentrations beneath the building as mostly less than 50 mg/kg, which is equivalent to parts inorganic lead per million parts soil (ppm), but with a couple of hot spots of 300+ and one at 587 mg/kg (ppm). T8 CCR §1532.1(d)(5)(B) Lead – Negative Initial Determination, states materials that contain lead at concentrations less than 0.06% lead dry weight (600 ppm) are sufficient to establish a negative determination.

Based on this data, and the dust control measures, wet methods required to suppress potential airborne dust from impacted soils, the potential for airborne exposures to lead exceeding the Action Level of 30 micrograms of lead per cubic meter of air (30 $\mu g/m^3$) is low.

Therefore, additional exposure assessments will not be required and Medical Surveillance as specified under T8 CCR §1532.1 is not required or justified for personnel assigned for this project.

Geocon and subcontractor employees required to wear respiratory protection shall have a current medical evaluation and approval by a physician or other licensed health care professional (PLHCP). Medical evaluations will be provided in accordance with the Geocon Respiratory Protective Equipment Program (ref. T8 CCR §5144(e) "Medical Evaluation").

Project personnel are to arrive at the jobsite well rested and physically prepared to perform assigned tasks.

3.0 HAZARD AND CONTROL ANALYSIS

The following hazards were assessed to either exist, or have the potential to develop, during the performance of the project activities:

TASKS	HAZARDS							
	MECHANICAL	ELECTRICAL/ UTILITY	NOISE	BIOLOGICAL	RADIOLOGICAL	THERMAL	CHEMICAL	OTHER
Work-Related Driving	X							
Collect Soil Samples	X			X		X	X	
Excavation/Grading and Soil Compaction	X	X	X			X	X	

3.1 Safe Driving

Hundreds of workers are injured or die in job-related motor vehicle accidents annually. Motor vehicle accidents are one of the number-one causes of employee injuries and deaths. Most accidents can be avoided by practicing defensive driving. Geocon policies mandate that employees:

- Prepare themselves and their vehicle for the road before travel;
- Check weather and highway reports, avoid travel under adverse conditions;
- Drive according to posted speed limits unless adverse conditions necessitate slower speeds;
- Never tailgate, employ the three-second rule in following vehicles;
- Eliminate distractions, avoid talking on cellular phones, eating, or smoking; and
- Use practical driving procedures in cities, on the freeway, and in rural areas.

3.2 Mechanical Hazards

Type(s)/Source:

- Material Handling/Back Injury
- Striking – slips, trips and falls; and,
- Struck-By Injuries – heavy equipment (excavator); construction vehicle traffic
- Heavy equipment: Earthwork – trenching and excavation (ref. 3.3)

Qualified Exposure Risk: Moderate to High

Hazard Control(s):

- Safe Lifting
- Project/Site Isolation –work methods; adequate work area lighting when working at night
- Personal Protective Equipment (PPE) – ANSI approved Class II reflective safety vests during the day (Class III vests or ensembles at night); hard hats; safety-toe shoe or boot; safety glasses.

3.2.1 Material Handling/Back Injury

Hazard: It is expected that field personnel will be required to lift heavy equipment and supplies and/or perform arduous tasks during this project. Accordingly, back injuries or physical strain may be caused by: routine lifting or one-time-only lifting; the weight of a lifted object; the frequency of lifting; bending, twisting, or rotating during lifting; prolonged sitting; exposure to vibrations; poor arch support in shoes; and, not stretching prior to physical activity. If the following "control" mechanisms are not exercised, debilitating back injury may occur.

Control(s): Before attempting to lift and carry an object, always test its weight, first. If it is too heavy, get help. If possible, use mechanical lifting aids. If manageable, the proper method for lifting is:

- Get a good footing.
- Place feet about shoulder width apart.
- Bend knees to pick up load. Never bend from the waist.
- Keep back straight.
- Get a firm hold. Grasp opposite corners of the load, if possible.
- Keep the back as upright as possible.
- Lift gradually by straightening the legs - don't jerk the load.
- Keep the weight as close to the body as possible.
- When changing directions, turn the entire body, including the feet. Don't twist the body.

If devices are used for handling materials manually (e.g., two-handed lifters, barrel ring clamps, hand trucks, wheelbarrows, etc.), wear protective equipment like gloves and safety shoes to minimize the potential of appendages becoming pinched or smashed between the load and stationary features. Also, avoid overloading the device.

3.2.2 "Striking" Injuries

Hazard: Injuries can and often result when a person (a kinetic mass) unexpectedly instigates contact with another kinetic mass. These occurrences typically result from inadvertent slips, trips, and falls. The following are potential "striking" hazards that could be encountered on this project:

- Slip/Trip, or Fall

Control(s): To minimize risk of "slip/trip" hazards, personnel shall maintain a constant program of good housekeeping, keeping areas clear of trip hazards and wet and slippery surfaces. All hand tools shall be regularly secured and care shall be taken when entering areas where work is being performed above eye level.

3.2.3 "Struck-by Injuries

Hazard: Injuries can, and often, result when one becomes an unexpected receptor of contact with another kinetic mass. These occurrences typically result from the worker being struck by a dropped or collapsed mass or a moving piece of equipment or vehicle. Extra precautions should be taken if working at night. The following are potential "struck-by" hazards that employees may encounter on this project:

- Moving Vehicle/Equipment

Control: (Specific)

-Moving Vehicle/Equipment Struck-By: Injuries or death can, and often, result when a worker becomes an unexpected receptor of contact with a moving vehicle or heavy equipment.

Engage the vehicle's warning light bar whenever planning to move heavy equipment on the work site. When stopped or parked, continue use of the light bar. Employees/workers shall not exit the vehicle until they have successfully set the parking brake and turned off the equipment motor. Geocon employees will be required to wear hard hats, fluorescent vests, and place safety cones/barricades at the exclusion zone at 1-yard intervals, or provide security fencing around the entire site.

3.3 Earthwork - Excavation Cave-In Hazards

Hazard: Cave-in hazards may be created by an excavated area.

Controls: Soil excavation work will be conducted in accordance with T8 CCR Construction Safety Orders, Article 6, §§1540, 1541, and 1541.1 Appendices A through F;
Note: T8 CCR §341.1(d)(5)(A) Project Permit required if any personnel are required to descend into an excavation or trench 5 feet or deeper.

The Site Safety Officer, who will also function as the "Competent Person" is responsible for excavation safety. The Competent Person will inspect the site prior to the start of work and as needed throughout the project. In addition, daily inspections of excavations, the adjacent areas, and protective systems will also be conducted for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions; e.g., excavation sidewall slopes will not be steeper than 45 degrees beneath the edges of the footings of load bearing members to reduce the potential for structural distress.

The Competent Person will attempt to minimize cave-in hazards by restricting all entry into and around an excavation deemed greater in depth than 5 feet, unstable and unsafe. Cal/OSHA requires that each employee in an excavation be protected from cave-ins during an excavation by an adequate protective system designed in accordance with Cal/OSHA standards. Protective system options include proper

sloping or benching of the sides of the excavation; supporting the sides of the excavation with timber shoring or aluminum hydraulic shoring; or placing a shield between the side of the excavation and work area. The Competent Person is free to choose the most practical design approach for any particular circumstance. Once an approach has been selected, however, the required performance criteria must be met by that system.

3.4 Utility Hazards - Underground & Overhead

Type(s)/Source: Underground

Qualified Exposure Risk: Low

Primary "Control": Isolation (contact USA, independent Utility Locator, Ground Penetrating Radar)

3.4.1 Underground Utilities

Hazard: Contact with electrical current can cause shock, electrical burns, and/or be instantly fatal. Electrical hazards include overhead power lines and buried cables that pose a danger of shock or electrocution if workers or equipment contact or sever them during site operations. Onsite personnel are advised to pay special attention to the presence of electrical hazards. If heavy equipment (e.g., backhoe bucket) makes contact with electrical wires, it may or may not be insulated from the ground by the tires of the carrier. Under either circumstance, the human body, if it simultaneously comes in contact with the construction equipment and the ground, will provide a conductor of the electricity to the ground.

Control(s): Demarcate all drilling/demolition/digging locations, first. Contact Underground Service Alert (USA) (1-800-227-2600) and review as-built plans before performing any excavation/drilling/coring activity. It is advised that a private utility locator be contacted to supplement USA's demarcations, especially when the project is on private property. Soil intrusive work shall not proceed until all locating activities have been completed and fully documented in the site records. The initial site safety orientation meeting for all personnel onsite shall include a review of the underground utility locations and the location of the site map, showing the position of any underground utility lines. The site safety orientation shall include a site walkover of each marked utility or line. In addition, Geocon understands that onsite electrical utilities will be locked-out during, and will verify such before starting, the field activities.

Should a sub-surface condition be encountered that creates suspicion that there may be an unidentified underground line or utility, immediately cease work and secure the equipment. Work will not proceed until the potential risk or condition is resolved.

3.4.2 Overhead Utilities

Prior to site work involving hoisting or lifting operations using heavy equipment a site inspection will be conducted to identify potential overhead hazards such as power lines. A clearance of at least 10 feet will be maintained between overhead power lines and equipment booms (and hoists).

3.5 Noise Hazards

Vehicle traffic or equipment operated at construction sites may present a noise hazard to employees. In all cases where the sound pressure levels may exceed a time-weighted average noise dose of 85 decibels (the Action Level), the Project Manager will evaluate exposures according to the Geocon Hearing Conservation Program (ref. T8 CCR §§5095-5100). Selection of hearing protection will be made in accordance with the Geocon Safety Equipment Guide. Only hearing protectors (ear plugs or muffs) with a Noise Reduction Rating of 20 dBA, or higher, will be used. When worn, earmuffs will be donned in the "over the head" position with the hair pulled back from the sealing surface.

Note: In general, noise levels in excess of 85 dBA interfere with communication between two individuals speaking in a normal tone of voice at a distance of 3 feet from one another.

3.6 Biological Hazards - Insects, and Animals

Type(s)/Source: Biting insects, vectors and other animals.

Qualified Exposure Risk: Low

Primary "Control":

- Site control-Isolation (Attention to detail – avoidance)
- PPE (Gloves/boots/long-sleeve shirts)

Hazard: Contact with plants, insects, and animals likely to be present at the site should be avoided. Plants (such as poison oak or ivy) can cause an allergic reaction and skin rash in some individuals. Stinging and biting insects, including bees, spiders, and ticks, can cause extreme discomfort and/or serious allergic responses. Insect bites are generally not dangerous, unless they are from a poisonous insect.

The primary concern with animal bites and scratches is the potential for infection and/or rabies. Snake or scorpion bites can also be dangerous, but more from infection or trauma than the toxins injected by the snake or scorpion.

Control(s): Before beginning fieldwork each day, observe the work area for the potential presence of poisonous plants and inhabitant reptiles and take measures necessary to minimize the potential for contact. Specially prepared topical barriers, such as Teknu®, for protection against poison oak, and insect repellent containing approximately 50% DEET for protecting exposed skin from biting insects;

the more DEET a repellent contains the longer time it can provide protection from mosquito bites. Apply insect repellent sparingly to exposed skin; these products are commercially available and may minimize the potential for development of skin rashes and/or irritations due to such exposures. NOTE: Avoid contacting plastic zippers or other plastic closure mechanisms on clothing, equipment bags, etc., with DEET containing crème which will cause these materials to degrade.

If unprotected contact with potentially poisonous plants does exist, wash with soap and water as soon as possible. If irritation still develops, apply First Aid and/or seek medical attention, accordingly. If you are allergic to bee or wasp stings, be sure to have the appropriate first aid available (e.g., an epi-pen) on the project. If you are stung, administer first aid and seek immediate medical attention.

Be sure a reptile or animal bite victim obtains medical attention quickly if a bite or scratch occurs, especially if there is a potential that it was poisonous. In the meantime, administer First Aid by scrubbing the wound with soap and water, and rinsing thoroughly under running water. Dry off and place a clean bandage on the wound. Victims of these bites should lie down and remain calm and motionless; cold packs should be applied and medical attention sought immediately.

3.7 Chemical Hazards – Inorganic Lead & Petroleum Hydrocarbons

The risk of significant exposure to soil contaminants is considered to be low while performing the soil excavation and removal tasks required on this project. Soil handling and management methods (wet) and safe work practices to be employed will reduce the potential for significant exposures to airborne contaminants.

Detailed information regarding the physical description of inorganic lead and petroleum hydrocarbons, including health hazards, routes of entry into the body, signs and symptoms of exposure, and target organs, chemical and physical properties are available in Attachment A – T8 CCR §1532.1 Lead Appendix A and Attachment B – Petroleum Hydrocarbons. The chemical guide for petroleum hydrocarbons is published by the National Institute for Occupational Safety and Health (NIOSH) 2005.

3.7.1 Inorganic Lead

Type(s)/Source:	Metals recovery operation.
Exposure Route:	Inhalation and ingestion; ref. Attachment A – T8 CCR §1532.1 Lead Appendix A
Exposure signs/symptoms:	See Attachment A
Qualified Exposure Risk:	Low to moderate

Hazard Controls:

- T8 CCR §5145 wet methods to suppress airborne dust and adherence to specific work methods and procedures;

Pre-condition soil with water and then keep it adequately moist (using water) to allay airborne lead impacted soils. Water shall be applied in sufficient quantities to prevent visible dust emissions but not heavy enough to create runoff or soil erosion, which could spread contaminated soil to other portions of the site.

Note: Previous soil investigation data reported the highest concentration of inorganic lead beneath the building at 587 mg/kg (ppm). T8 CCR §1532.1(d)(5)(B) Lead – Negative Initial Determination, states materials that contain lead at concentrations less than 0.06% lead dry weight (600 ppm) are sufficient to establish a negative determination.

- Reduce heavy equipment transport speeds – slow down if dust is generated.
- Limit drop height during excavation, transfer and loading to reduce the chance of dust drifting from equipment buckets in the wind.
- When performing tasks with hand tools, or working around heavy equipment, when practical workers are to position themselves upwind of operations or tasks involving impacted soils.

- Site Control – formal work (Regulated) zones will be established around the project site.
- Avoid unnecessary contact with suspected soils containing inorganic lead, and potential inhalation of airborne contaminated soil/dust.
- Follow good personal hygiene and sanitation practices (ref. Section 4.2).

CHEMICAL NAME CAS #	ROUTES OF ENTRY	PUBLISHED EXPOSURE LIMITS		
		CATEGORY	CONCENTRATION	SOURCE
Lead, Elemental & Inorganic Compounds 7439-92-1	Inhalation Ingestion	PEL-TWA Action Limit	0.05 mg/m^3 0.03 mg/m^3	Cal/OSHA

3.7.2 Petroleum Hydrocarbons

Type(s)/Source: Former bunker oil USTs and pipelines.

Exposure Route: Inhalation and ingestion; ref. Attachment B – NIOSH Guide Hydrocarbons

Exposure signs/symptoms: See Attachment B

Qualified Exposure Risk: Low to moderate

Hazard Controls: Section 3.7.1 Inorganic lead

3.7.2.1 Naptha

CHEMICAL NAME AND CAS #	ROUTES OF ENTRY	PUBLISHED EXPOSURE LIMITS		
		CATEGORY	CONCENTRATION	SOURCE
Naphtha (VM & P) 8032-32-4	Inhalation	TLV-TWA PEL-TWA	300 ppm 100 ppm	ACGIH Cal/OSHA

3.7.2.2 *Diesel*

CHEMICAL NAME AND CAS #	ROUTES OF ENTRY	PUBLISHED EXPOSURE LIMITS		
		CATEGORY	CONCENTRATION	SOURCE
Diesel fuel 68476-31-3	Inhalation Skin Absorption	TLV-TWA	100 mg/m^3 (Vapor & Aerosol)	ACGIH

3.7.2.3 *Motor Oil*

CHEMICAL NAME AND CAS #	ROUTES OF ENTRY	PUBLISHED EXPOSURE LIMITS CATEGORY - CONCENTRATION - SOURCE
Used Waste	Dermal	None Published
Oils (Slop Oil)	Dermal	None Published
Transmission Fluid	Dermal	None Published
Hydraulic Fluid	Dermal	None Published

4.0 GENERAL HEALTH AND SAFETY REQUIREMENTS

4.1 Air Monitoring – Inorganic Lead

Previous soil investigation data reported the highest concentration of inorganic lead beneath the building at 587 mg/kg (ppm). T8 CCR §1532.1(d)(5)(B) Lead – Negative Initial Determination, states materials that contain lead at concentrations less than 0.06% lead dry weight (600 ppm) are sufficient to establish a negative determination.

Based on this data, and the dust control measures, wet methods required to suppress potential airborne dust from impacted soils, the potential for airborne exposures to lead exceeding the Action Level of 30 micrograms of lead per cubic meter ($\mu g/m^3$) of air is low. Therefore, additional exposure assessments will not be required and Medical Surveillance as specified under T8 CCR §1532.1 is not required or justified for personnel assigned for this project.

4.2 Air Monitoring – Petroleum Hydrocarbons

The necessity for evaluating potential airborne concentrations of vapors from petroleum hydrocarbons will be determined during the project by the Project Manager or SSO. Based on preliminary information from previous sampling and characterization activities conducted at these sites, the potential for significant exposure to these contaminants is low.

If necessary, based on observations, odors, or other information which becomes available during groundwater monitoring activities, potential exposure to volatile organic hydrocarbons will be evaluated using a direct-reading photoionization detector (PID) equipped with a 10.2 electron volt probe; measurements will be made at the top of the monitoring well and in the operators breathing zone.

All measurements shall be recorded in the field logbook. The frequency or need for continued sampling will be based on results from initial measurements. Justification for discontinuing measurements shall also be recorded in the field logbook.

The SSO shall be responsible for interpreting monitoring data and upgrading or downgrading the level of protection during field activities according to the following guide:

Response Criteria For Airborne Vapor Concentrations
(measured at breathing zone level)

READING	LEVEL OF PROTECTION
0 ppm or Background (as measured up-wind of sampling location)	Level D
Background - 5 ppm above background	
> 5 ppm up to 10 ppm above background	Level D w/ continuous monitoring
>10 up to 300 ppm above background	Level C
>300 ppm above background	Stop Operations Move Up-Wind

Note: Readings exceeding 500 ppm at a sampling point – suspend sampling activities until conditions can be further assessed. If corrective action cannot be taken, site personnel must remain up-wind or move to a predetermined safe area and contact the Consulting CIH.

The PID shall be calibrated both before and after field operations, or more frequently as deemed necessary by the Project Manager or SSO. The instrument will be calibrated and maintained in accordance with the manufacturer's instructions. The calibration gas and the calibration readings (in ppm equivalent) shall be recorded in the field log book.

It should be noted that high humidity environments can cause a PID instrument to indicate lower organic vapor concentrations than actually exist.

4.3 Personal Hygiene

The SSO will establish hand-wash facilities, including clean water, hand soap, waterless hand cleaner, sanitary wipes and clean towels at the project site. All Geocon personnel, subcontractor employees, and Caltrans field inspectors and engineers leaving the project site (work zones) will clean potential impacted soils from their footwear and wash hands prior to leaving the project site (ref. T8 CCR §1527(a)(2)). In addition, the following procedures will be followed to ensure worker protection against potential exposure through ingestion:

- Eating, drinking, chewing gum or tobacco, smoking, or any practice that increases the probability of hand-in-mouth transfer and ingestion of material is prohibited in any area designated as being potentially impacted.
- Hands and face must be thoroughly washed upon leaving the work area, and before eating, drinking, or other non-project activities.
- Avoid unnecessary kneeling, sitting, leaning, or general contact with potentially impacted surfaces or with surfaces suspected of being potentially impacted by hazardous materials (i.e., puddles, mud, leachate, etc.).

4.4 Buddy System

Project personnel are to work with another person when performing any activity on the site; the client or a subcontractor's representative can serve as the second person while the work is being conducted in the field. Under no circumstances, other than completion of paper work at the end of the day, are field personnel to work alone at the site.

4.5 Work Zone Controls

The Project Manager or SSO will establish a work zone(s) around each construction location. The work zones will be established to limit the potential movement of hazardous materials or contaminated soils by workers or equipment. In general work zones will be delineated as follows:

- Exclusion Zone: An area where the potential for contact with physical hazards and hazardous materials could occur. Depending on site characteristics (topography, etc.) and space available, an initial Exclusion Zone boundary will be established at a distance of 25 feet from the edges of the excavation.
- Contamination Reduction Zone: A transition area between the potentially impacted areas and the non-impacted area. Decontamination of personnel, equipment and samples, if necessary, will be conducted in this area in order to reduce the probability of contamination transfer to a non-impacted area. The Contamination Reduction Zone would be situated upwind of potentially impacted areas.

- Support Zone: Areas outside the Exclusion Zone, where administrative and project support functions are performed, including storage or staging of project materials. The Support Zone will also be situated upwind of the Exclusion Zone.

4.6 Code of Safe Practices

General safe work practices to be utilized by all project personnel are summarized below:

- All nonessential personnel will be kept clear of work areas.
- Adequate signs and safety devices will be installed on equipment.
- The use of entertainment and personal communication devices in the work zone shall not be allowed.
- All site employees will wear assigned personal protective equipment and level of protection as designated by the Site Safety Officer.
- Eating, drinking, smoking, chewing gum or tobacco, or application of cosmetics is allowed in designated areas only.
- At a minimum, all personnel will wash with soap and water before lunch, using the restroom, and at the end of work. The face and hands shall be washed before eating, drinking, smoking, chewing gum, applying cosmetics, etc.
- Over-the-counter drugs and prescription medications must be reported to the Site Safety Officer for clearance before an employee is allowed to work near drill rig or other heavy equipment.
- When portable electric tools and equipment are used, three-wire extension cords are required.
- Employees will advise their supervisors of any malfunctioning equipment immediately.
- An ongoing safety maintenance program for tools and equipment will be instituted. Inspections will occur on a regular basis to ensure parts are secure and intact. Defective equipment will be repaired or replaced.
- Appropriate engineering controls and equipment guards will be installed on tools and equipment. This includes seat belts & backup warning lights and signals.
- A list of names of personnel who are trained in CPR and first aid shall be available.
- Labels shall be placed on containers of hazardous materials.
- No one will work alone; the "buddy system" shall be implemented for all field work.
- Employees shall be trained to identify effects and symptoms of toxic exposure and report them immediately.
- Under no circumstances are Geocon personnel authorized to enter a Permit-Required Confined Space.

5.0 PERSONAL PROTECTIVE EQUIPMENT

The general use of PPE is acceptable when engineering controls cannot adequately eliminate the hazard. The use of PPE is intended to provide protection for onsite personnel from chemical, physical, and operational hazards that cannot be controlled through other safety procedures.

Level D Protection will be employed by onsite personnel and will include varying levels of eye, head, body, hand, foot, and hearing protection. These PPE are further described below.

- ☒ Hard Hat (without face Shield)
- ☒ Synthetic/Leather Safety Boots/Shoes
- ☐ Chem. Resistant Boots
- ☒ Leather Gloves
- ☒ Hearing Protection - Plugs/Muffs
- ☒ ANSI Approved Safety Vest
- ☐ Other
- ☒ Safety Glasses
- ☒ Disposable inner gloves (for sample handling)
- ☐ Chem. Resistant gloves
- ☐ Air-Purifying Respirator
- ☐ APR Cartridges
- ☐ Tyvek coveralls

Only ANSI approved PPE and NIOSH approved respirators will be assigned for use. The use applications for this equipment are summarized in the following matrix. Specific procedures are further described below.

	PPE												
TASKS	Hard Hat	Safety Glasses	Leather Boots	Chemical Resistant Boots	Disposable Inner Gloves	Chemical Resistant Gloves	Leather Gloves	Ear Plugs/Muffs	Air Purifying Respirator (Half-/Full Face)	APR Cartridges	Orange Vest	Tyvek Coveralls	Other
Collect Soil Samples	X	X	X	X			X				X		
Excavation/Grading and Soil Compaction	X	X	X				X	X			X		

5.1 Respiratory Protection

Respiratory protection will not be required during demolition, sampling, and construction activities. The Project Manager, in consultation with the SSO will determine the need for upgrading the level of protection from "D" to "C". If it is determined that respiratory protection is required, personnel shall don a full facepiece or half-mask air-purifying respirator fitted with a combination organic vapor (Black), or organic vapor-acid gas (Yellow) and HEPA (P100, Magenta) cartridge.

5.2 PPE – Level D Protection

The protective equipment to be donned by personnel working in the sampling areas (Exclusion Zones) includes:

- Body Protection: Body protection shall include the use of "work clothing," including long pants and long- or short-sleeved shirts, and Class II ANSI approve safety vest.
- Head Protection: Non-metallic hard hats shall be worn by all personnel; ref. T8 CCR §§1514 & 3385 Head Protection.
- Hearing Protection: Hearing protection shall include the use of foam ear inserts or muffs; ref. T8 CCR §5098.
- Eye Protection: Protective eye wear (i.e., safety glasses) shall be worn by personnel working in direct proximity to operating heavy equipment and highway traffic; ref. T8 CCR §§1514 & 3385 Eye Protection.
- Hand Protection: Appropriate hand protection shall be required for employees whose work involves unusual and excessive exposure of hands to cuts capable of causing injury or impairments; ref. T8 CCR §§1514 & 3384 Hand Protection.
- Foot Protection: Foot protection, such as steel toed shoes or boots shall be required for employees who are exposed to foot injuries from electrical hazards, falling objects, or crushing or penetrating actions; ref. T8 CCR §§1514 & 3385 Foot Protection.

5.3 PPE – Level C Protection

Level D Protection may be up-graded to Level C as determined by Project Manager, in consultation with the SSO.

5.4 Miscellaneous Safety Equipment

Additional protective equipment to be available to personnel working at the site is listed as follows:

- Communication: Portable radios/walkie talkies or cell phones shall accompany all personnel.
- A minimum 20 pound (B. C. Rated) fire extinguisher will be located onsite.
- First Aid Kit
- Emergency Spill Kit
- Self-contained Portable Eyewash Equipment (ref. Sections 5, 7, or 9 of ANSI Z358.1-1981)
- Water source to suppress fugitive dust emissions

6.0 DECONTAMINATION

Decontamination procedures will be tailored to the specific hazards of the site and may vary in complexity and number of steps, depending on the level of hazard and employee exposure to potential hazards. Decontamination procedures and PPE decontamination methods will vary depending upon the extent of potentially impacted soils required to be handled. Decontamination methods and procedures will be routinely evaluated, as necessary, to assure that employees are not exposed to hazards by reusing PPE.

The primary principle in consideration of decontamination procedures is: Avoid unnecessary contamination of PPE and Sampling Equipment. The following decontamination guide for construction materials, equipment, and PPE have been developed with the intent of reducing the potential for the transfer of hazardous chemicals outside the Exclusion Zone.

6.1 Construction Materials and Equipment

Only authorized, trained and 40-hour OSHA certified personnel, equipment and materials necessary for work in the exclusion zone will be allowed in the exclusion zone. The exterior surfaces of excavation equipment, including buckets, tires and/or tracks will be scraped with shovels to remove substantial deposits of potentially contaminated soil prior to being rinsed with water.

Shovels, hand tools, and other equipment will also undergo gross decontamination to remove any potentially contaminated soils. Soil, dust, debris, water and decontamination rinseate will be controlled to prevent entering nearby storm drains, creeks, or streams.

Decontamination of soil sampling equipment shall include washing with a solution of TSP, Alconox®, or Liquinox® and water followed by a double rinse of deionized water between samples and before vacating the work area.

6.2 PPE Decontamination

The Project Manager or SSO will determine the necessity for and level of decontamination appropriate to this project. Decontamination of PPE may be accomplished by personnel passing through separate stations or stages to reduce and remove contaminated clothing and equipment. Decontamination stations may include the following procedures listed sequentially below.

Stage No. 1: Segregated Equipment Drop - Equipment and consumables that require either disposal or special handling (e.g., special and/or equipment decontamination) shall remain in this area and be decontaminated, if appropriate, or disposed of with the excavated materials or other potentially impacted materials.

Stage No. 2: PPE Decontamination - PPE that has been potentially impacted will be placed in 55-gallon steel drums or plastic liners and disposed of with the other solid wastes generated.

Stage No. 3: General Field Wash - Personnel shall wash and rinse face and hands with soap and water before leaving the site and/or eating. If changing of clothing is necessary, it shall be done at this time. Respirator decontamination, if required, shall include a wash with soap and water followed by a clean water rinse.

7.0 EMERGENCY RESPONSE PROCEDURES

7.1 Physical Injury

In the event of an accident resulting in physical injury, call emergency service personnel immediately and perform first aid commensurate with training and seriousness of the injury. Severely injured personnel are to be transported only by emergency service personnel and/or by ambulance personnel, unless a life-threatening condition is judged to exist that must be addressed immediately.

The Contract Manager and Project Manager are to be notified by the SSO, as soon after the injury as practical, regarding the nature of the accident. The Project Manager or designee will prepare a written report within 24 hours of the accident.

7.2 Catastrophic Event

In the event of a catastrophic event (e.g., severe personal injury, fire, explosion, and/or property damage), notify the fire/safety and rescue department immediately by dialing 911.

Any accident involving serious injury will require suspension of site activities until the Project Manager (or designee) has completed a review of the events and site conditions and authorized work to resume.

The Project Manager (or designee) will notify the nearest District Office for Cal/OSHA; immediately (within 8-hours) by phone or fax upon learning of a death or serious injury.

Sacramento District Office
2424 Arden Way, Suite 165
Sacramento, California 95825

Tel: 916-263-2800
Fax: 916-263-2798

7.3 Emergency Telephone Numbers

Fire/Police/Medical Assistance 911

Other phone numbers may be available or required for emergency response at specific sites. Check with onsite representatives before mobilizing to the job site.

7.4 Project Site Address

Site Location/Address: 400 Jibboom Street, Sacramento, California

7.5 Hospital Address and Route

Hospital Reference: Sutter Community Hospitals – Sacramento
2801 L Street
Sacramento, CA 95816
(916) 454-2222

Directions: From the site, Take I-5 south. Merge onto US-50/I-80/CA-99 onto Capital City Freeway (I-80 BR) toward Fresno. Merge onto I-80/Reno/Fresno toward Reno. Take the N Street exit. Bear left onto 30th Street. Turn left on L Street. Arrive at hospital (see attached map).

Emergency Assistance:

Fire/Police/Medical Assistance: 911

Poison Control: (800) 222-1222

7.6 Emergency Responses/Equipment

As a minimum, the project shall have the following equipment available during all activities:

- An emergency first aid kit will be available at the support zone at all times.
- A 20-pound (B. C. Rated) fire extinguisher will be available at the support zone at all times.
- A vehicle horn shall be used as a non-verbal communication device and shall accompany the field team. One long blast of the horn shall signify immediate evacuation. Two short blasts of the horn shall signify a request for assistance.
- Emergency (portable) eyewash - Filled with either manufacturer's solution or DI water and shall accompany the first aid kit at all times.
- Copious amounts of potable water - Shall be readily available for both drinking purposes and for personal hygiene purposes (e.g., washing, rinsing, and cooling of face and body, etc.).
- Wind-direction indicator(s) - Shall be available to provide a means of verifying up- and down-wind locations for the proper placement of Decontamination and Support Zones.
- Emergency references (e.g., nearest phone, emergency phone numbers and services, etc., as summarized on the summary Sheet) - Shall accompany the first aid kit and shall be available at the support zone.
- A vehicle easily accessible for emergency transport.
- Emergency Response Spill Kit consisting of absorbents, plastic liners, rags, shovels, push brooms, Tyvek™ suits, gloves, half-face respirators and cartridges.

8.0 PLAN APPROVAL

The undersigned has reviewed and approved this Health and Safety Plan prepared for soil removal activities at the Powerhouse Science Center, as described herein.

Douglas S. Krause, CIH
Consulting Certified Industrial Hygienist
ABIH Certification No. 2123, Exp. June 1, 2015

THE AMERICAN BOARD OF INDUSTRIAL HYGIENE INCORPORATED
CERTIFICATION NUMBER
2123 CP
EXPIRES
6-1-2015
PENNSYLVANIA - 1960
DOUGLAS S. KRAUSE, CIH

September 11, 2012
Date

Jim Brake, PG, Project Manager

September 11, 2012
Date

The following personnel, including subcontractors involved with the project activities have reviewed, or received a copy of this Plan and Attachments A, B and C, and agree to follow the health and safety procedures described herein.

Print Name	Title	Signature	Date

I. SUBSTANCE IDENTIFICATION INORGANIC LEAD

A Substance: Pure lead (Pb) is a heavy metal at room temperature and pressure and is a basic chemical element. It can combine with various other substances to form numerous lead compounds.

B Compounds covered by the standard: The word "lead" when used in this standard means elemental lead, all inorganic lead compounds and a class of organic lead compounds called lead soaps. This standard does not apply to other organic lead compounds.

C Uses: Exposure to lead occurs in several different occupations in the construction industry, including demolition or salvage of structures where lead or lead-containing materials are present; removal or encapsulation of lead-containing materials, new construction, alteration, repair, or renovation of structures that contain lead or materials containing lead; installation of products containing lead. In addition, there are construction related activities where exposure to lead may occur, including transportation, disposal, storage, or containment of lead or materials containing lead on construction sites, and maintenance operations associated with construction activities.

D Permissible exposure: The permissible exposure limit (PEL) set by the standard is 50 micrograms of lead per cubic meter of air (50 μg/m3) averaged over an 8-hour workday.

E Action level: The standard establishes an action level of 30 micrograms of lead per cubic meter of air (30 μg/m3) averaged over an 8-hour workday. The action level triggers several ancillary provisions of the standard such as exposure monitoring, medical surveillance, and training.

II. HEALTH HAZARD DATA

A Ways in which lead enters your body. When absorbed into your body in certain doses, lead is a toxic substance. The object of the lead standard is to prevent absorption of harmful quantities of lead. The standard is intended to protect you not only from the immediate toxic effects of lead, but also from the serious toxic effects that may not become apparent until years of exposure have passed. Lead can be absorbed into your body by inhalation (breathing) and ingestion (eating). Lead (except for certain organic lead compounds not covered by the standard, such as tetraethyl lead) is not absorbed through your skin. When lead is scattered in the air as a dust, fume or mist it can be inhaled and absorbed through your lungs and upper respiratory tract. Inhalation of airborne lead is generally the most important source of occupational lead absorption. You can also absorb lead through your digestive system if lead gets into your mouth and is swallowed. If you handle food, cigarettes, chewing tobacco, or make-up which have lead on them or handle them with hands contaminated with lead, this will contribute to ingestion. A significant portion of the lead that you inhale or ingest gets into your blood stream. Once in your blood stream, lead is circulated throughout your body and stored in various organs and body tissues. Some of this lead is quickly filtered out of your body and excreted, but some remains in the blood and other tissues. As exposure to lead continues, the amount stored in your body will increase if you are absorbing more lead than your body is excreting. Even though you may not be aware of any immediate symptoms of disease, this lead stored in your tissues can be slowly causing irreversible damage, first to individual cells, then to your organs and whole body systems.

B Effects of overexposure to lead.

1. Short term (acute) overexposure. Lead is a potent, systemic poison that serves no known useful function once absorbed by your body. Taken in large enough doses, lead can kill you in a matter of days. A condition affecting the brain called acute encephalopathy may arise which develops quickly to seizures, coma, and death from cardiorespiratory arrest. A short term dose of lead can lead to acute encephalopathy. Short term occupational exposures of this magnitude are highly unusual, but not impossible. Similar forms of encephalopathy may, however, arise from extended, chronic exposure to lower doses of lead. There is no sharp dividing line between rapidly developing acute effects of lead, and chronic effects which take longer to acquire. Lead

adversely affects numerous body systems, and causes forms of health impairment and disease which arise after periods of exposure as short as days or as long as several years.

2. Long-term (chronic) overexposure. Chronic overexposure to lead may result in severe damage to your blood-forming, nervous, urinary and reproductive systems. Some common symptoms of chronic overexposure include loss of appetite, metallic taste in the mouth, anxiety, constipation, nausea, pallor, excessive tiredness, weakness, insomnia, headache, nervous irritability, muscle and joint pain or soreness, fine tremors, numbness, dizziness, hyperactivity and colic. In lead colic there may be severe abdominal pain. Damage to the central nervous system in general and the brain (encephalopathy) in particular is one of the most severe forms of lead poisoning. The most severe, often fatal, form of encephalopathy may be preceded by vomiting, a feeling of dullness progressing to drowsiness and stupor, poor memory, restlessness, irritability, tremor, and convulsions. It may arise suddenly with the onset of seizures, followed by coma, and death. There is a tendency for muscular weakness to develop at the same time. This weakness may progress to paralysis often observed as a characteristic "wrist drop" or "foot drop" and is a manifestation of a disease to the nervous system called peripheral neuropathy. Chronic overexposure to lead also results in kidney disease with few, if any, symptoms appearing until extensive and most likely permanent kidney damage has occurred. Routine laboratory tests reveal the presence of this kidney disease only after about two-thirds of kidney function is lost. When overt symptoms of urinary dysfunction arise, it is often too late to correct or prevent worsening conditions, and progression to kidney dialysis or death is possible. Chronic overexposure to lead impairs the reproductive systems of both men and women. Overexposure to lead may result in decreased sex drive, impotence and sterility in men. Lead can alter the structure of sperm cells raising the risk of birth defects. There is evidence of miscarriage and stillbirth in women whose husbands were exposed to lead or who were exposed to lead themselves. Lead exposure also may result in decreased fertility, and abnormal menstrual cycles in women. The course of pregnancy may be adversely affected by exposure to lead since lead crosses the placental barrier and poses risks to developing fetuses. Children born of parents either one of whom were exposed to excess lead levels are more likely to have birth defects, mental retardation, behavioral disorders or die during the first year of childhood. Overexposure to lead also disrupts the blood-forming system resulting in decreased hemoglobin (the substance in the blood that carries oxygen to the cells) and ultimately anemia. Anemia is characterized by weakness, pallor and fatigability as a result of decreased oxygen carrying capacity in the blood.

3. Exposure to lead throughout a working lifetime requires that a worker's blood lead level (BLL, also expressed as PbB) be maintained at or below forty micrograms per deciliter of whole blood (40 μg/dl). The blood lead levels of workers (both male and female workers) who intend to have children should be maintained below 30 μg/dl to minimize adverse reproductive health effects to the parents and to the developing fetus. The measurement of your blood lead level (BLL) is the most useful indicator of the amount of lead being absorbed by your body. Blood lead levels are most often reported in units of milligrams (mg) or micrograms (ug) of lead (1 mg=1000 mg) per 100 grams (100g), 100 milliliters (100 ml) or deciliter (dl) of blood. These three units are essentially the same. Sometime BLLs are expressed in the form of mg% or mg%. This is a shorthand notation for 100g, 100 ml, or dl. (Reference to BLL measurements in this standard are expressed in the form of μg/dl.)

   BLL measurements show the amount of lead circulating in your blood stream, but do not give any information about the amount of lead stored in your various tissues. BLL measurements merely show current absorption of lead, not the effect that lead is having on your body or the effects that past lead exposure may have already caused. Past research into lead-related diseases, however, has focused heavily on associations between BLLs and various diseases. As a result, your BLL is an important indicator of the likelihood that you will gradually acquire a lead-related health impairment or disease.

Once your blood lead level climbs about 40 μg/dl, your risk of disease increases. There is a wide variability of individual response to lead, thus it is difficult to say that a particular BLL in a given person will cause a particular effect. Studies have associated fatal encephalopathy with BLLs as low as 150 μg/dl. Other studies have shown other forms of diseases in some workers with BLLs well below 80 μg/dl. Your BLL is a crucial indicator of the risks to your health, but one other factor is also extremely important. This factor is the length of time you have had elevated BLLs. The longer you have an elevated BLL, the greater the risk that large quantities of lead are being gradually stored in your organs and tissues (body burden). The greater your overall body burden, the greater the chances of substantial permanent damage. The best way to prevent all forms of lead-related impairments and diseases -- both short term and long term -- is to maintain your BLL below 40 μg/dl. The provisions of the standard are designed with this end in mind.

Your employer has prime responsibility to assure that the provisions of the standard are complied with both by the company and by individual workers. You, as a worker, however, also have a responsibility to assist your employer in complying with the standard. You can play a key role in protecting your own health by learning about the lead hazards and their control, learning what the standard requires, following the standard where it governs your own actions, and seeing that your employer complies with provisions governing his or her actions.

4. Reporting signs and symptoms of health problems. You should immediately notify your employer if you develop signs or symptoms associated with lead poisoning or if you desire medical advice concerning the effects of current or past exposure to lead or your ability to have a healthy child. You should also notify your employer if you have difficulty breathing during a respirator fit test or while wearing a respirator. In each of these cases, your employer must make available to you appropriate medical examinations or consultations. These must be provided at no cost to you and at a reasonable time and place. The standard contains a procedure whereby you can obtain a second opinion by a physician of your choice if your employer selected the initial physician.

Stoddard solvent	Formula:	CAS#: 8052-41-3	RTECS#: WJ8925000	IDLH: 20,000 mg/m³
Conversion:	DOT: 1268 128 (petroleum distillates, n.o.s.)			

Synonyms/Trade Names: Dry cleaning safety solvent, Mineral spirits, Petroleum solvent, Spotting naphtha
[**Note:** A refined petroleum solvent with a flash point of 102-110°F, boiling point of 309-396°F, and containing >65% C_{10} or higher hydrocarbons.]

Exposure Limits:
NIOSH REL: TWA 350 mg/m³
C 1800 mg/m³ [15-minute]
OSHA PEL†: TWA 500 ppm (2900 mg/m³)

Measurement Methods (see Table 1):
NIOSH 1550

Physical Description: Colorless liquid with a kerosene-like odor.

Chemical & Physical Properties:
MW: Varies
BP: 309-396°F
Sol: Insoluble
Fl.P: 102-110°F
IP: ?
Sp.Gr: 0.78
VP: ?
FRZ: ?
UEL: ?
LEL: ?
Class II Combustible Liquid

Personal Protection/Sanitation (see Table 2):
Skin: Prevent skin contact
Eyes: Prevent eye contact
Wash skin: When contam
Remove: When wet or contam
Change: N.R.

Respirator Recommendations (see Tables 3 and 4):
NIOSH
3500 mg/m³: CcrOv*/Sa*
8750 mg/m³: Sa:Cf*/PaprOv*
17,500 mg/m³: CcrFOv/GmFOv/PaprTOv*/ ScbaF/SaF
20,000 mg/m³: SaF:Pd,Pp
§: ScbaF:Pd,Pp/SaF:Pd,Pp:AScba
Escape: GmFOv/ScbaE

Incompatibilities and Reactivities: Strong oxidizers

Exposure Routes, Symptoms, Target Organs (see Table 5):
ER: Inh, Ing, Con
SY: Irrit eyes, nose, throat; dizz; derm; chemical pneu (aspir liquid); in animals: kidney damage
TO: Eyes, skin, resp sys, CNS, kidneys

First Aid (see Table 6):
Eye: Irr immed
Skin: Soap wash prompt
Breath: Resp support
Swallow: Medical attention immed

VM & P Naphtha	Formula:	CAS#: 8032-32-4	RTECS#: OI6180000	IDLH: N.D.
Conversion:	DOT: 1268 128 (petroleum distillates, n.o.s.)			

Synonyms/Trade Names: Ligroin, Painters naphtha, Petroleum ether, Petroleum spirit, Refined solvent naphtha, Varnish makers' & painters' naphtha

Exposure Limits:
NIOSH REL: TWA 350 mg/m³
C 1800 mg/m³ [15-minute]
OSHA PEL†: none

Measurement Methods (see Table 1):
NIOSH 1550
OSHA 48

Physical Description: Clear to yellowish liquid with a pleasant, aromatic odor.

Chemical & Physical Properties:
MW: 87-114 (approx)
BP: 203-320°F
Sol: Insoluble
Fl.P: 20-55°F
IP: ?
Sp.Gr(60°F): 0.73-0.76
VP: 2-20 mmHg
FRZ: ?
UEL: 6.0%
LEL: 1.2%
Class IB Flammable Liquid

Personal Protection/Sanitation (see Table 2):
Skin: Prevent skin contact
Eyes: Prevent eye contact
Wash skin: When contam
Remove: When wet (flamm)
Change: N.R.

Respirator Recommendations (see Tables 3 and 4):
NIOSH
3500 mg/m³: CcrOv/Sa
8750 mg/m³: Sa:Cf/PaprOv
17,500 mg/m³: CcrFOv/GmFOv/PaprTOv/ ScbaF/SaF
§: ScbaF:Pd,Pp/SaF:Pd,Pp:AScba
Escape: GmFOv/ScbaE

Incompatibilities and Reactivities: None reported
[**Note:** VM&P Naphtha is a refined petroleum solvent predominantly C_7-C_{11} which is typically 55% paraffins, 30% monocycloparaffins, 2% dicycloparaffins & 12% alklybenzenes.]

Exposure Routes, Symptoms, Target Organs (see Table 5):
ER: Inh, Ing, Con
SY: Irrit eyes, upper resp sys; derm; CNS depres; chemical pneu (aspir liquid)
TO: Eyes, skin, resp sys, CNS

First Aid (see Table 6):
Eye: Irr immed
Skin: Soap wash prompt
Breath: Resp support
Swallow: Medical attention immed

Tailgate/Toolbox Topics

TT-8: Feb 2006

Division of Occupational Safety and Health
California Department of Industrial Relations

Trenching Safety

Over a five year period, 26 California workers were killed and 207 others injured in trench cave-ins. In almost every instance, the cause of these accidents was a failure to properly shore or slope the trench.

Before Excavating:

Obtain a permit
Obtain a permit from the Division of Occupational Safety and Health (DOSH) if workers are required to enter an excavation that is 5 feet or deeper.

Locate hidden obstructions
A minimum of two working days before starting the excavation, notify all regional notification centers and any non-member underground utility owners. It may also be necessary to obtain plans of as-builts in order to locate underground pipes or utilities.
Be aware that these records may not be accurate. The obstructions revealed by the plans should be physically located, and either removed or protected from damage.

Beware of disturbed ground
Trenches in disturbed soil may require additional sheeting and bracing, as will hard compact ground, if there is filled ground nearby.
For example, a trench wall which is near another previously filled trench is unstable, although it might appear to be hard compact material.

Daily Inspection:

A competent person must inspect the trench and protective systems daily before the start of work and through-out the day as conditions change. Competent person is defined as one who must demonstrate:

- knowledge of the provisions pertaining to excavations, trenches and earthwork
- knowledge of soil analysis as required in the provisions pertaining to excavations, trenches and earthwork
- knowledge of the use of protective systems
- authority to take prompt corrective action on the job as conditions warrant
- ability to recognize and test for hazardous atmospheres.

What conditions influence the kind and amount of shoring you need?

1. **Depth of trench**
   If the trench is five feet deep or more it must be shored or sloped.
   If there is a possibility of soil movement, even shallower trenches have to be shored.
   If you have doubt about it, shore/slope the trench.
2. **Soil Classification**
   The less stable the soil, the more liquid the soil, the more you need to protect yourself against cave-in.
3. **Changing weather conditions**
   Hardpacked soil can become soupy/unstable after a rain.
   Trenches which are safety sloped or shored in dry weather can become deathtraps when it is wet. Thawing soil can also become unstable quickly.
4. **Heavy loads in area**
   Don't park heavy equipment next to a trench. Nearby structures—such as buildings, curbs, trees and utility poles—exert stress on trench shoring.
5. **Vibration**
   If you are digging a trench near a roadway or where other operations create vibration, make certain the shoring/sloping design reflects these conditions.

Other Considerations:

Every trench is a possible trap for hazardous atmospheres. When in doubt, test and ventilate.

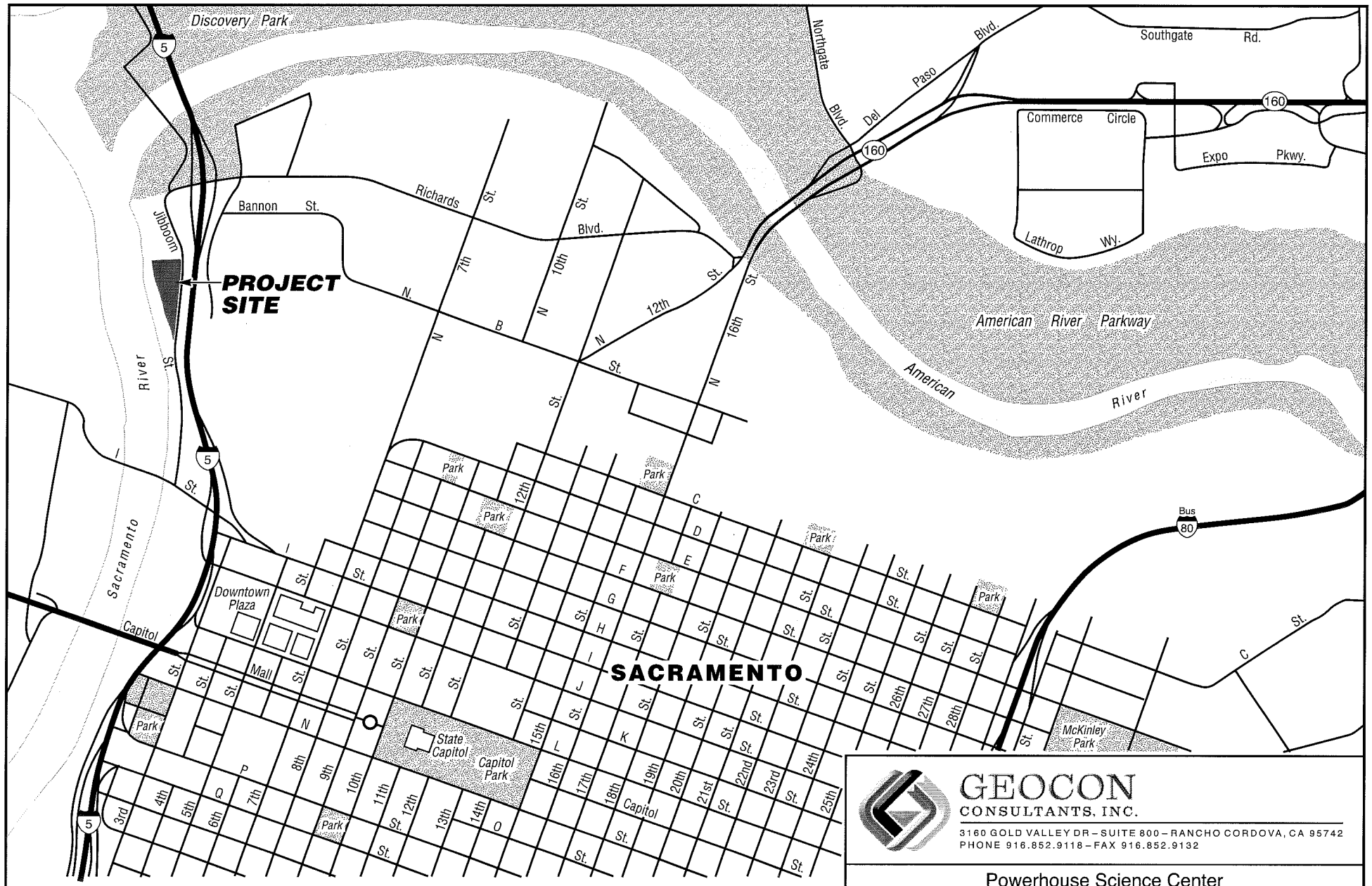
Resources:

Title 8, California Code of Regulations, Sections 1539-1543. These and other Construction Safety Orders can be reviewed at: http://www.dir.ca.gov/Title8/sub4.html

Cal/OSHA Pocket Guide for the Construction Industry and other educational materials can be ordered from the Cal/OSHA publications website:
http://www.dir.ca.gov/dosh/puborder.asp,
or obtained from a Cal/OSHA District Office.

Note: The information provided is not meant to be either a substitute for or legal interpretation of the occupational safety and health regulations. Readers are cautioned to refer directly to Title 8 of the *California Code of Regulations* for detailed information regarding the regulation's scope, specifications, and exceptions and for other requirements that may be applicable to their operations.

Provided to you by Cal-OSHA Reporter - www.cal-osha.com



GEOCON
CONSULTANTS, INC.
3160 GOLD VALLEY DR – SUITE 800 – RANCHO CORDOVA, CA 95742
PHONE 916.852.9118 – FAX 916.852.9132

Powerhouse Science Center

Sacramento, California

VICINITY MAP

S9633-06-01	September 2012	Figure 1

APPENDIX A

LABOR COMPLIANCE REQUIREMENTS FOR THIS PROJECT

Please read very carefully, as these requirements will be imposed at time of project award.

City of SACRAMENTO

LABOR COMPLIANCE REQUIREMENTS

A summary of the labor compliance requirements will be presented at the pre-construction meeting. However, please read the attached documents relating to the labor compliance requirements and expectations for this project. You will be required to sign the labor compliance acknowledgment at the pre-construction meeting if you are awarded the project. For any questions regarding these requirements, please contact Jose R. Ledesma at jledesma@cityofsacramento.org, or Brenda Kee at bkee@cityofsacramento.org.

Each contractor and subcontractor (at all levels/tiers) is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by, the City of Sacramento.

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

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software may be capable of generating a 'comma delimited file' that will interface with the software. If the 'comma delimited file' option does not work, it is still the responsibility of the contractor and subcontractors to manually enter their data into LCPtracker, meeting the required deadlines for those documents.

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

DAVIS BACON WAGES

General Decision Number: CA150009 03/27/2015 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.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	01/30/2015
4	02/13/2015
5	02/20/2015
6	03/27/2015

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) Gunite nozzle person shall receive $1.25 per hour above

the regular rate.

BRCA0003-008 07/01/2013

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

BRCA0003-010 04/01/2014

	Rates	Fringes
TILE FINISHER		
Area 1	$ 22.58	10.04
Area 2	$ 22.58	12.50
Area 3	$ 22.76	12.37
Area 4	$ 22.26	11.85
Tile Layer		
Area 1	$ 38.13	11.98
Area 2	$ 36.43	13.74
Area 3	$ 40.59	13.79
Area 4	$ 37.46	13.74

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2013

	Rates	Fringes
MARBLE MASON	$ 39.30	22.48

CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 39.60	30.73
Diver standby	$ 44.56	30.73
Diver Tender	$ 43.56	30.73
Diver wet	$ 89.12	30.73
Manifold Operator (mixed gas)	$ 48.56	30.73
Manifold Operator (Standby)	$ 43.56	30.73

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

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under

pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

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

CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver	$ 40.60	30.73

CARP0035-001 08/01/2014

AREA 1: MARIN, NAPA, SOLANO & SONOMA

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

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

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 40.35	27.97
Area 3	$ 34.97	27.97
Area 4	$ 33.62	27.97
Drywall Stocker/Scrapper		
Area 1	$ 20.18	16.30
Area 3	$ 17.49	16.30
Area 4	$ 16.81	16.30

CARP0035-009 07/01/2014

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer,		

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

CARP0152-003 07/01/2014

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

CARP0180-001 07/01/2014

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53
Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP0751-001 07/01/2014

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53

Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 40.50 27.53
Journeyman Carpenter.....$ 40.35 27.53
Millwright.....$ 40.45 29.12

CARP1599-001 07/01/2014

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

ELEC0180-001 06/01/2014

NAPA AND SOLANO COUNTIES

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

ELEC0180-003 12/01/2014

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.

ELEC0340-002 12/08/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 27.85	13.80
Sound & Communications Technician	$ 33.42	13.80

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered

(excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 12/01/2013

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 39.06	18.54
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 11/01/2014

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	$ 37.50	15.14

ELEC0551-004 06/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
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		

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      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 01/01/2015

                                  Rates          Fringes

ELEVATOR MECHANIC...............$ 60.39            28.38

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,
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SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

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

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

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

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

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

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

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

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

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

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

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

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

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

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

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 39.85	27.44
GROUP 2	$ 38.32	27.44
GROUP 3	$ 36.84	27.44
GROUP 4	$ 35.46	27.44
GROUP 5	$ 34.19	27.44
GROUP 6	$ 32.87	27.44
GROUP 7	$ 31.73	27.44
GROUP 8	$ 30.59	27.44
GROUP 8-A	$ 28.38	27.44
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 40.73	27.44
Oiler	$ 33.76	27.44
Truck crane oiler	$ 37.33	27.44

GROUP 2
Cranes.....$ 38.97 27.44
Oiler.....$ 33.50 27.44
Truck crane oiler.....$ 37.04 27.44
GROUP 3
Cranes.....$ 37.23 27.44
Hydraulic.....$ 32.87 27.44
Oiler.....$ 33.26 27.44
Truck Crane Oiler.....$ 36.77 27.44
GROUP 4
Cranes.....$ 34.19 27.44
OPERATOR: Power Equipment
(Piledriving - AREA 1:)
GROUP 1
Lifting devices.....$ 41.07 27.44
Oiler.....$ 31.81 27.44
Truck crane oiler.....$ 34.09 27.44
GROUP 2
Lifting devices.....$ 39.25 27.44
Oiler.....$ 31.54 27.44
Truck Crane Oiler.....$ 33.84 27.44
GROUP 3
Lifting devices.....$ 37.57 27.44
Oiler.....$ 31.32 27.44
Truck Crane Oiler.....$ 33.55 27.44
GROUP 4
Lifting devices.....$ 35.80 27.44
GROUP 5
Lifting devices.....$ 34.50 27.44
GROUP 6
Lifting devices.....$ 33.16 27.44
OPERATOR: Power Equipment
(Steel Erection - AREA 1:)
GROUP 1
Cranes.....$ 41.70 27.44
Oiler.....$ 32.15 27.44
Truck Crane Oiler.....$ 34.38 27.44
GROUP 2
Cranes.....$ 39.93 27.44
Oiler.....$ 31.88 27.44
Truck Crane Oiler.....$ 34.16 27.44
GROUP 3
Cranes.....$ 38.45 27.44
Hydraulic.....$ 32.67 27.44
Oiler.....$ 31.66 27.44
Truck Crane Oiler.....$ 33.89 27.44
GROUP 4
Cranes.....$ 36.43 27.44
GROUP 5
Cranes.....$ 35.13 27.44
OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1.....$ 35.95 27.44
GROUP 1-A.....$ 38.32 27.44
GROUP 2.....$ 34.59 27.44
GROUP 3.....$ 33.36 27.44
GROUP 4.....$ 32.22 27.44
GROUP 5.....$ 31.08 27.44
UNDERGROUND:

GROUP 1	$ 35.85	27.44
GROUP 1-A	$ 38.32	27.44
GROUP 2	$ 34.59	27.44
GROUP 3	$ 33.26	27.44
GROUP 4	$ 32.12	27.44
GROUP 5	$ 30.98	27.44

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete

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

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

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar;

Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

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

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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;

PILEDRIVERS

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

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

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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

ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 29.64	25.71
AREA 2	$ 31.64	25.71
GROUP 2		
AREA 1	$ 26.04	25.71
AREA 2	$ 28.04	25.71
GROUP 3		

AREA 1.....$ 21.43 25.71
AREA 2.....$ 23.43 25.71

GROUP DESCRIPTIONS:

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

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

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

AREA DESCRIPTIONS:

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

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

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

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

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

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

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

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

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

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

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

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

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

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

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

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

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

Counties
Area 2: Remainder

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

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

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

IRON0377-002 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

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.

LABO0067-006 06/30/2014

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

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

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 29.09	18.66
GROUP 1	$ 28.39	18.66
GROUP 1-a	$ 28.61	18.66
GROUP 1-c	$ 28.44	18.66
GROUP 1-e	$ 28.94	18.66
GROUP 1-f	$ 28.97	18.66
GROUP 1-g (Contra Costa County)	$ 28.59	18.66
GROUP 2	$ 28.24	18.66
GROUP 3	$ 28.14	18.66
GROUP 4	$ 21.83	18.66

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

Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 28.09	18.66
GROUP 1	$ 27.39	18.66
GROUP 1-a	$ 27.61	18.66
GROUP 1-c	$ 27.44	18.66
GROUP 1-e	$ 27.94	18.66
GROUP 1-f	$ 27.97	18.66
GROUP 2	$ 27.24	18.66
GROUP 3	$ 27.14	18.66

GROUP 4.....$ 20.83 18.66
See groups 1-b and 1-d under laborer classifications.
Laborers: (GUNITE - AREA A:)
GROUP 1.....$ 29.35 18.66
GROUP 2.....$ 28.85 18.66
GROUP 3.....$ 28.26 18.66
GROUP 4.....$ 28.14 18.66
Laborers: (GUNITE - AREA B:)
GROUP 1.....$ 28.35 18.66
GROUP 2.....$ 27.85 18.66
GROUP 3.....$ 27.26 18.66
GROUP 4.....$ 27.14 18.66
Laborers: (WRECKING - AREA A:)
GROUP 1.....$ 28.39 18.66
GROUP 2.....$ 28.24 18.66
Laborers: (WRECKING - AREA B:)
GROUP 1.....$ 27.39 18.66
GROUP 2.....$ 27.24 18.66
Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 28.14 18.66
(2) Establishment Warranty
Period.....$ 21.83 18.66
Landscape Laborer (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA B:)
(1) New Construction.....$ 27.14 18.66
(2) Establishment Warranty
Period.....$ 20.83 18.66

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

LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar

type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

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

from the date of inception.

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

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

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

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0185-002 06/30/2014

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

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.11	17.34

LABO0185-005 06/30/2014

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

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-002 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 28.14	19.03
Traffic Control Person I....	$ 28.44	19.03
Traffic Control Person II...	$ 25.94	19.03

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

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

LABO0261-004 06/30/2014

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 34.60	19.49
GROUP 2.....	$ 34.37	19.49
GROUP 3.....	$ 34.12	19.49
GROUP 4.....	$ 33.67	19.49
GROUP 5.....	$ 33.13	19.49
Shotcrete Specialist.....	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.36	17.34

LABO0324-004 06/30/2014

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 27.14	19.03
Traffic Control Person I	$ 27.44	19.03
Traffic Control Person II	$ 24.94	19.03

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

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

LABO0324-008 06/30/2014

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 06/30/2014

NAPA, SOLANO AND SONOMA COUNTIES

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

LABO1414-005 08/07/2013

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

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

PAIN0016-004 01/01/2015

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	$ 36.45	21.48

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 01/01/2015

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	19.88

PAIN0016-007 01/01/2015

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:.....	$ 30.85	16.85

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

PAIN0016-008 01/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 46.20	18.73

PAIN0169-004 01/01/2015

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.....	$ 43.48	24.19

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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.

PAIN0567-007 07/01/2014

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

	Rates	Fringes
SOFT FLOOR LAYER	$ 25.81	11.68

PAIN0567-010 07/01/2013

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

	Rates	Fringes
Drywall		
(1) Taper	$ 27.07	11.14
(2) Steeplejack - Taper, over 40 ft with open space below	$ 28.57	11.14

PAIN0767-004 01/01/2015

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	$ 33.79	22.49

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

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

PAIN1176-001 07/01/2014

HIGHWAY IMPR0VEMENT

	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 01/01/2015

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	$ 31.79	14.93

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 01/01/2015

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

	Rates	Fringes
PLUMBER	$ 37.50	26.39

PLUM0343-001 07/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.60	19.40
All Other Work	$ 48.00	30.05

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

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

PLUM0350-001 01/01/2011

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

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 34.60	10.50

PLUM0355-001 07/01/2014

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

PLUM0442-003 01/01/2015

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 38.50	25.89

PLUM0447-001 07/01/2013

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

	Rates	Fringes

PLUMBER/PIPEFITTER
Journeyman.....$ 41.77 22.35
Light Commercial Work.....$ 32.23 17.22

ROOF0081-006 08/01/2014

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 35.06	13.89

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

SFCA0483-003 01/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 56.02	27.77

SFCA0669-003 07/01/2013

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

	Rates	Fringes
SPRINKLER FITTER	$ 34.19	19.37

SHEE0104-006 01/01/2015

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 45.26	38.82
All other work	$ 50.71	40.05

SHEE0104-009 01/01/2015

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

	Rates	Fringes

SHEET METAL WORKER.....$ 39.05 31.24

SHEE0104-010 01/01/2015

AlPINE COUNTY

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

SHEE0104-011 01/01/2015

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

SHEE0104-014 01/01/2015

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	$ 33.86	31.83

SHEE0104-019 01/01/2015

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

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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)).

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.

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

CITY OF SACRAMENTO

City of
SACRAMENTO

LABOR COMPLIANCE HANDBOOK 2015

PUBLIC WORKS LABOR PROJECTS – LABOR COMPLIANCE

Revised 3-20-15 KW

City of
SACRAMENTO

City of Sacramento
Labor Compliance

Introduction

Contractors who are awarded contracts on City of Sacramento public works projects are subject to State and Federal Laws and regulations governing the payment and reporting of wages, the use of apprentices, and other applicable labor standards provisions. The City of Sacramento monitors prime contractors' and subcontractors' compliance with labor standards by collecting certified payroll records; conducting on-site interviews of works at the construction sites; when appropriate, audits of contractors' records; and engaging in other activities, as necessary, to ensure labor compliance. Labor Compliance officers make preconstruction presentations to inform contractors of their obligations to comply with labor standards provisions.

Labor Compliance Requirements
(Prevailing Wage, SB 854 Etc.)

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

SB 854 – Important Information for Contractors

- **No contractor or subcontractor** may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) **unless registered** with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- The prime contractor must post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU (Compliance Monitoring Unit.)

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at $300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
- Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.

- Must have Contractors State License Board license if applicable to trade.
- Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
- Must not be under federal or state debarment.
- Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

Additionally, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement can be found on the following link at http://www.dir.ca.gov/Public-Works/SB854.html *(also for all SB854 related information).*

Prevailing Wage Requirements (except from Sacramento City Code 3.60.180)

Every contract for any construction project, as defined in Section 1782 of the California Labor Code, to be performed within the state at the expense of the city, or paid out of city moneys, whether such work be done directly under contract award, or indirectly by or under subcontract, sub partnership, day labor, station work, piece work, or by any other arrangement whatsoever, must provide, in addition to other provisions required by law, that any person performing labor in the state in execution of such contracts, subcontract, sub partnership, day labor, station labor, piece work or any other arrangement shall be paid not less than the general prevailing rate of wages in private employment for similar work in the city; provided, however, that the foregoing provisions as to payment of the general prevailing rate of wages shall not apply to: (a) contracts for any construction project originally awarded or executed in an amount of twenty-five thousand dollars ($25,000.00) **or less**; (b) contracts for any **alteration, demolition, repair, or maintenance work** originally awarded or executed in an amount of fifteen thousand dollars ($15,000) **or less**; (c) materials for which no manufacturing plant exists in the city; or (d) standard materials or commodities carried in stock by dealers or manufacturers generally.

The general prevailing rate of wages shall be the general prevailing rate of wages for the area in which the city is located as determined by the director of the Department of Industrial Relations pursuant to Labor Code Section 1773. Every contract for which the payment of the general prevailing rate of wages is required shall provide that the determination of the director of the Department of Industrial Relations in force at the time the notice to bidders is published with respect to the general prevailing rate of wages in private employment in the city for similar work shall be binding upon the parties any contract awarded as a result of such notice.

For more details, please refer to the applicable statutes and regulations regarding the payment of prevailing wages and General Prevailing Wage Determination(s) including the footnotes. Such information is available on the Department of Industrial Relations' website at http://www.dir.ca.gov/. Frequently asked questions can be found on the following link at: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html.

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.
Please refer to http://www.dir.ca.gov/ *for general requirements by DIR (Department of Industrial Relations in the State of California).*
For additional information about public works requirements, please visit the public works section at http://www.dir.ca.gov/Public-Works/PublicWorks.html.

CITY OF SACRAMENTO LABOR COMPLIANCE STAFF

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City of
SACRAMENTO

STATE WAGE DETERMINATION

Website:

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 US Department of Labor) to all workers employed in the execution of the contract on federally funded construction projects. *(In the event of multiple funding sources, a comparison of the state and federal determination must be made and the higher wage rate must be applied).*

Applicable Federal Wage Determinations are included in the bid package.

Our office will be glad to assist you or answer any questions you may have. You may contact any of the compliance staff member's by referring to the contact information provided.

Publication Date

There is no set date that the Federal Wage Determination is published; it is modified as needed.

Good for the Life of the Project

The applicable Federal Wage Determination is good for the life of the project.

On-Site Posting Required

All contractors must post a copy of the applicable State and/or Federal Wage Determination.

City of SACRAMENTO

Apprentices on Public Work Projects

Summary of Requirements

California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information
2. Employ registered apprentices
3. Make training fund contributions

Submit contract award information:

If you are a contractor already approved to train apprentices (a member of a DAS recognized Apprenticeship Committee
"Contractors who are already approved to train apprentices must provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade that has approved the contractor in the area of the site of the of the public works project." The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. You may use form DAS 140 for this purpose. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

If you are not already approved to train by an Apprenticeship Committee
Contractors not already approved to train apprentices must submit Contract Award Information (DAS 140) to **every** apprenticeship program in the geographic area of the public works project, **for each craft you intend to employ on the project.** You can determine which apprenticeship programs are approved in specific geographic locations by clicking on the following link http://www.dir.ca.gov/databases/das/pwaddrstart.asp
The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

Employ registered apprentices:

A contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. Title 8 California Code of Regulations, Section 230.1.for each separate craft at the end of a project. **Please check the DAS Important notices to determine if any exemptions exist for your craft or trade.** http://www.dir.ca.gov/DAS/PublicWorksForms.htm

All contractors must request dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (excluding Saturdays, Sundays and Holidays) before the date on which apprentices are required. A DAS 142 form is provided for this purpose. All requests for dispatch must be in writing and sent by first class mail, fax or email.

Contractors who do not receive a sufficient number of apprentices from their initial request, must request dispatch apprentices from all other apprenticeship committees, if more than one exists in the area of the public works project. To determine which apprenticeship programs are approved for your craft or trade in a specific geographic location click the following link http://www.dir.ca.gov/databases/das/pwaddrstart.asp

Ratios:

How many apprentices must I employ on a Public Works project?
At the end of the project, your straight time apprentice hours must equal a total of 1 hour for every 5 straight time journeyman hours for each separate craft. For example, if you have a total of 100 journeyman hours at the end of the project, you would need 20 apprentice hours in that same craft.

Can I mix and match crafts to reach the minimum ratio?
No. The minimum ratio requirement is per each individual craft and only includes straight time hours.

Do overtime hours count toward the minimum ratio?
No, only straight time hours count. Be careful not to confuse premium pay with overtime pay.

What is the maximum number of apprentices I can use on a Public Works Project?
It depends on which box you have checked on your DAS 140. If you checked box 1 or 2 and fall under the regulations set forth in a specific program's standards, then you are allowed to use the maximum ratio set forth in those Standards. If you have checked box 3 and agreed to be governed by the regulations set forth by the California Apprenticeship Council then the minimum and maximum ratio is the same: 1 apprentice hour for every 5 journeyman hours totaled at the end of the project.

I am a contractor who is approved to train by an approved program and am covered by their Standards, or I am a contractor who has agreed to be covered by a program's Standards for a single project. How do I know what the Standards allow for that program's maximum apprentice ratios?
You can ask the program for a copy of their Standards or a copy of the language in Article XV which covers ratios. Or you can call the DAS office nearest the location for that program and request the same.

Make Training Fund Contributions:

Contractors who are awarded public works jobs must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices. This nominal fee contributes to the assurance that new apprentices coming into the craft will be guaranteed the highest level of training and as skilled craftsmen retire, the trade will survive.

Contractors who contribute to an apprenticeship program are entitled to a full credit in the amount of those contributions. Contractors who do not contribute to an apprenticeship program must submit their contributions to the California Apprenticeship Council, P. O. Box 101325, Pasadena, California 91189-0005.

Training fund contributions to the Council are due and payable on the 15th day of the month for work performed during the preceding month. The contribution should be paid by check and be accompanied be a completed training fund contribution form or a letter containing the following information:

1. The name, address and telephone number of the contractor making the contribution.
2. The contractor's license number.
3. The name and address of the public agency that awarded the contract.
4. The jobsite location, including the county where the work was performed.
5. The contract or project number.
6. The time period covered by the enclosed contributions.
7. The contribution rate and total hours worked by apprenticeable occupation.
8. The name of the program(s) that provide apprentices, if any.
9. The number of apprentice hours worked, by apprenticeable occupation and by program.

Subject to change for most recent documentation please click on the following link:
http://www.dir.ca.gov/das/DASApprenticesOnPublicWorksSummaryOfRequirements.htm

Are you exempt?

What are the instances in which a contractor on a public works project is considered exempt from the requirements of LC 1777.5?

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.

If I have an Individual Contractor Exemption granted by the Chief of DAS per Labor Code § 1777.5 (j), or § 1777.5(k), do I still need to send a DAS 140 to the appropriate programs?
Yes, you still need to submit a Notice of Contract Award Information (DAS 140) to the appropriate Program Committees. The Individual Contractor Exemptions and Program Committee exemptions pertain to the ratio of apprentices on a public works project and do not eliminate the DAS 140 requirement.

I am a small subcontractor and my job will take less than 40 hours. Am I exempt from hiring apprentices?
No, you must still submit a DAS 140 and 142. However, you may request apprentices in less than 8 hour increments. Important Notice: see changes in Code of Regulations section 230.1, regarding the employment of apprentices on Public Works.

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.

City of
SACRAMENTO

EMPLOYMENT OF APPRENTICES

A. Bidder is directed to the provisions in Sections **1777.5, 1777.6** and **1777.7** of the California Labor Code concerning the employment of apprentices by a Contractor and any subcontractor performing a public works Contract.

1. **Labor Code section 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprentice-able occupation to apply to the joint apprenticeship committee in the area of the site of the public works project and which administers the apprenticeship program for a certificate of approval.** Contractor or subcontractor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen and contributions to funds to administer apprenticeship programs shall be determined by Section 1777.5 and the responsibility for compliance with that section for all apprentice-able occupations shall be with the General Contractor.

2. Labor Code section 1777.5 does not apply to Contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or Prime Contractor, when the contracts of general contractors or those specialty contractors, involve less than Thirty Thousand Dollars ($30,000). This is the sum of the total contract amount not the individual contracts that are held between a prime contractor and their sub tiers. 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.

For the most up to date and current apprenticeship information refer to the DIR website.

ALL CURRENT AND APPRETICEABLE TRADES/CRAFTS WITHIN SACRAMENTO COUNTY

Asbestos Worker, Heat and Frost Insulator	Parking and Highway Improvement (Striper)
Boilermaker-Blacksmith	Painter
Bricklayer, Stonemason	Plasterer
Carpenter – All Related Trades	Plaster Tender
Carpet, Linoleum and Resilient Floor Layer	Roofer
Cement Mason	Landscape/Irrigation Fitter
Drywall Installer/Lather (Carpenter)	Sprinkler Fitter (Fire Protection/Fire Control
Drywall Finisher (Painter)	Pile Driver Operating Engineer
Electrician, Inside Wireman	Pile Driver (Carpenter)
Electrical Utility Lineman	Parking and Highway Improvements Painter
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 Construction)	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

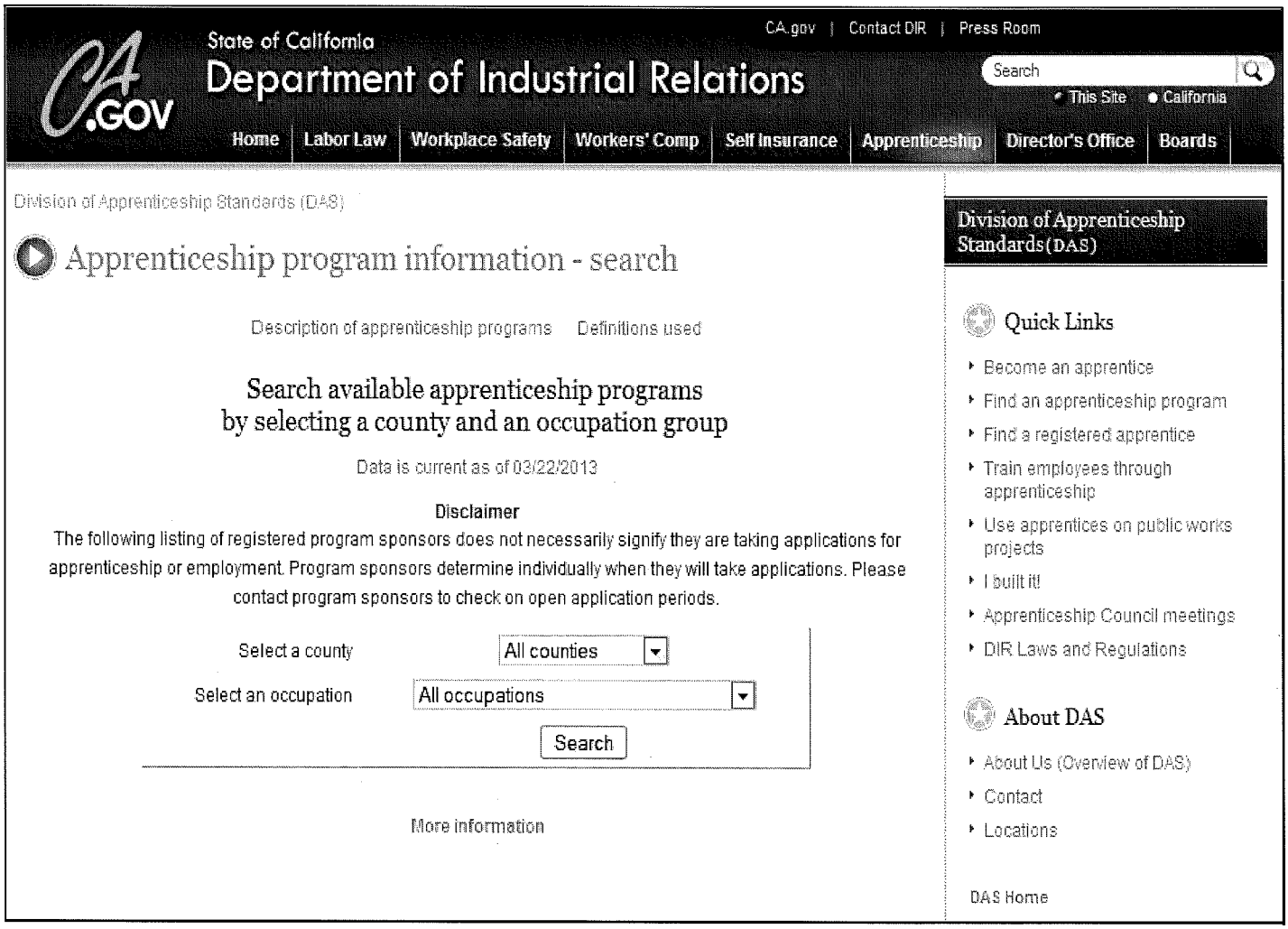
The website to see the latest list of apprenticeable trades is:
http://www.dir.ca.gov/oprl/pwappwage/ PWAppWageStart.asp

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.



(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research available apprenticeship programs by selecting a specific county and an occupation group)

CAC Training Fund Contributions

Payment of Training Fund Contributions ***must be sent to the California Apprenticeship Council*** *(CAC) if the contractor is* ***not signatory*** *to an apprenticeship committee. The CAC will then distribute the funds to the proper apprenticeship committees. However, the* ***CAC IS NOT AN APPRENTICESHIP COMMITTEE*** *and will not accept the DAS140 or DAS142 forms.*

California Apprenticeship Council (CAC)

P.O. Box 101325

Pasadena, CA 91189-0005

(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research *available apprenticeship programs by selecting a specific county and an occupation group)*

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

For employers without a Contractor's 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

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

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PRE CONSTRUCTION DOCUMENTS

CITY OF SACRAMENTO
CALIFORNIA

NOTICE TO PROCEED
Project #PROJECT NUMBER
PROJECT NAME

DATE

PRIME NAME
PRIME ADDRESS
PRIME CITY, STATE, ZIP

Notice is hereby given you are authorized to commence work on the above referenced project on DATE. You are legally required to begin work within fifteen (15) working days of this date. The entire work on the project must be completed within SPELLED OUT NUMBER OF DAYS (NUMERICAL NUMBER OF DAYS) working days from the date of this notice. Forty eight hours prior to starting work, please notify the Project Manager, PM NAME at (916) 808-EXT or PM EMAIL@cityofsacramento.org. Please address all correspondence to:

City of Sacramento
DEPARTMENT NAME
DEPARTMENT ADDRESS
DEPARTMENT CITY, STATE ZIP
Attn: PM NAME

Please reference City Project # PROJECT NUMBER in all billing correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the "Partnering Concept" of open communication and cooperative construction. In that spirit, please do not hesitate to contact me at (916) 808-CONTRACT & COMP EXT or CONTRACT & COMP EMAIL@cityofsacramento.org if I can be of any assistance.

Respectfully,

Receipt Acknowledge,

CONTRACT & COMP NAME Date
Contracts & Compliance Specialist

Signature Date

Cc: CONTRACT & COMP NAME, ACCOUNTING NAME, PM NAME

SACRAMENTO

Labor Compliance Requirements

DATE:
JOB:
PROJECT

Contract Administrator:
Labor Compliance Officer:
Project Manager: Inspector:
Prime Contractor:

In accordance to City of Sacramento Ordinance Section 360.180 the following is to comply with the City of Sacramento prevailing wage provision and contract provisions.

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. Owner Operators are not exempt from this requirement (LC § 1771, LC §1774).
Current Prevailing Wage Rates can be accessed at ttp://www.dir.ca.govh/dlsr/pwd. NOTE: *The first bid advertisement date of the project determines the applicable wage for this project. Please check your bid advertisement date to make sure you are using the correct determination. Superseded prevailing wage determinations can be obtained at http://www.dir.ca.gov/oprl/main.htm.*

Prevailing wage rates and rate changes are to be posted at the job site for workers to view.
If Federal Funded: Davis/Bacon prevailing wage rates apply, unless State prevailing wage rates are required.

Prevailing Wage Requirements

- ❑ All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: Labor Code 1774*
- ❑ Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of $25 per day per worker. *References: Labor Code 1810-1815*
- ❑ Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.
- ❑ When required shift differential rates must be paid for classifications which include a shift determination.
- ❑ **State Prevailing Wage Determinations**
  * **Single asterisk** indicates that this wage determination can be used for the life of the contract.
  Double asterisk indicates that this wage determination includes predetermined increases.
- ❑ Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.
  - ⇨ The contractor must make applicable travel and subsistence payments in accordance with information on file with the Department of Industrial Relations (DIR) for classifications utilized. Call the Prevailing Wage Unit at (415) 703-4774 or available at: (415) 703-4774 or available

at: http://www.dir.ca.gov/dlsr/PWD/index.htm *Reference: Labor Code 1773.1*

- ❑ Contractors violating prevailing wage requirements are subject to a penalty of up to $200 per day per worker, paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. *References: Labor Code 1775 and 1742.1*

Apprentices

- ❑ All requirements of the State Labor Code, Section 1777.5 apply including the following:
  - ⇨ Submit Division of Industrial Relations **form DAS-140**, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. 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 15th.**

    Training Fund Contribution Letter -are **due monthly by Prime and Sub- Contractors.** (If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPTracker.net)
  - ⇨ Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.

- ❑ Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. 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**

City of
SACRAMENTO

Start-Up Documents Due Prior to Start of Construction:

1. **Certification Statement of Contractor:**
   a) If there is any contractor working as an "Independent Contractor", "Owner-Operator", "Sole Proprietor" or "Leased Worker" the certification form must be filled out.
   b) The original is to be submitted prior to, or concurrent with, the first payroll in which the Independent Contractor, Owner-Operator, Sole Proprietor or Leased Worker commences work.

2. **Authorization Letter for Signing Certified Payroll**
   a) To be signed by **company officer** or **owner** and uploaded into LCPtracker prior to the first Certified Payroll Report.
   b) This document lets the Labor Compliance Department know whom is authorized to sign certify payroll reports and other documents on behalf of the Contractor.

3. **FORM 300 List of all Subcontractors and Suppliers:**
   a) To be filled out and uploaded within 10 days of the preconstruction meeting and prior to the first Certified Payroll Report.
   b) This document lets the Labor Compliance Department know who will be working on this project. This is checked against initial form that was submitted with bid documents. If there are any changes during the life of the construction projected this form is to be updated and the Labor Compliance Officer is to be made aware of changes.
   c) This form is to be filled out by all Subcontractors and their lower level subs and uploaded into LCPtracker.

4. **Checklist of Labor Law Requirements:**
   a) To be filled out and signed by the contractor and all sub tier contractors **prior** to 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

City of SACRAMENTO

Classification Worksheet

A separate form must be filled out for each contractor/subcontractor performing on the project.

Project Name	
Project Number	
Contractor Name	
Contact Name	
Contact Phone	
Contact Email	
CSLB/Certificate #	

Classification(s) being Utilized (check all that apply)

- ☐ Asbestos
- ☐ Electricians
- ☐ Pile Drivers
- ☐ Boilermaker
- ☐ Elevator Mechanic
- ☐ Pipe Trades
- ☐ Bricklayers
- ☐ Glaziers
- ☐ Plasterer
- ☐ Carpenter
- ☐ Iron Workers
- ☐ Roofers
- ☐ Tile Workers
- ☐ Carpet/Linoleum
- ☐ Laborers
- ☐ Sheet Metal
- ☐ Cement Mason
- ☐ Millwrights
- ☐ Sound/Communication
- ☐ Drywall Finisher
- ☐ Operating Engineer
- ☐ Surveyor
- ☐ Drywall/Lather
- ☐ Painters
- ☐ Teamster
- ☐ Other (specify) _____

PLACE ON COMPANY LETTERHEAD

Date: April 25, 2014

INSERT PROJECT OWNER Address

INSERT PRIME SUBCONTRACTOR Address

To whom it may concern:

I, the undersigned, hereby authorize ..... to sign on our behalf in all manners relating to certified payroll, including signing of all certified payroll related documents. Any and all acts carried out by ..... on our behalf shall have the same effect as acts of our own.

This affirm that the signatories identified above have the authority under penalty of perjury to affirm that required forms and certified payroll records are originals or are full, true and correct copies of the original and correctly depict the Trades, Crafts and Classifications of work performed; hours and days worked; and the amounts by category listed, disbursed by way of cash, check, or in whatever form or manner to each person by job classification and/or skill pursuant to public works contract.

This authorization is valid until further written notice from (COMPANY NAME).

Sincerely,

(Company counsel or company officer's signature)

(Name 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 Contractors 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 elimating a subcontractor/supplier then a revision to the PW-300 Form is required. DIR REGISTRATION # MANDATORY

PRIME CONTRACTOR			
Date		**Project #**	
Name		**Project Name**	
Address:		**Contract #**	
City, State, Zip		**Total Contract Amount**	
Contact Name/Phone #		**Estimated Start Date**	
Email		**Estimated Completion Date**	
DIR Registration #		**Federal Tax ID #**	
Contractor Lic. #		**State Tax ID #**	

SUBCONTRACTORS LIST			
SUBCONTRACTOR			
Name		**Contact Name/Phone #**	
Address:		**Email**	
City, State, Zip		**Description of services**	
Contractor Lic. #		**Estimated Start Date:**	
DIR Registration #		**Estimated Completion Date**	
Contract $ Value		**LBE/EBE/DBE**	
SUBCONTRACTOR			
Name		**Contact Name/Phone #**	
Address:		**Email**	
City, State, Zip		**Description of services**	
Contractor Lic. #		**Estimated Start Date:**	
DIR Registration #		**Estimated Completion Date**	
Contract $ Value		**LBE/EBE/DBE**	
SUBCONTRACTOR			
Name		**Contact Name/Phone #**	
Address:		**Email**	
City, State, Zip		**Description of services**	
Contractor Lic. #		**Estimated Start Date:**	
DIR Registration #		**Estimated Completion Date**	
Contract $ Value		**LBE/EBE/DBE**	

Add additional pages if necessary.

City of Sacramento

PW-300 Form

SUBCONTRACTORS LIST			
SUBCONTRACTOR			
Name		**Contact Name/Phone #**	
Address:		**Email**	
City, State, Zip		**Description of services**	
Contractor Lic. #		**Estimated Start Date:**	
DIR Registration #		**Estimated Completion Date**	
Contract $ Value		**LBE/EBE/DBE**	
SUBCONTRACTOR			
Name		**Contact Name/Phone #**	
Address:		**Email**	
City, State, Zip		**Description of services**	
Contractor Lic. #		**Estimated Start Date:**	
DIR Registration #		**Estimated Completion Date**	
Contract $ Value		**LBE/EBE/DBE**	
SUBCONTRACTOR			
Name		**Contact Name/Phone #**	
Address:		**Email**	
City, State, Zip		**Description of services**	
Contractor Lic. #		**Estimated Start Date:**	
DIR Registration #		**Estimated Completion Date**	
Contract $ Value		**LBE/EBE/DBE**	
SUBCONTRACTOR			
Name		**Contact Name/Phone #**	
Address:		**Email**	
City, State, Zip		**Description of services**	
Contractor Lic. #		**Estimated Start Date:**	
DIR Registration #		**Estimated Completion Date**	
Contract $ Value		**LBE/EBE/DBE**	
SUBCONTRACTOR			
Name		**Contact Name/Phone #**	
Address:		**Email**	
City, State, Zip		**Description of services**	
Contractor Lic. #		**Estimated Start Date:**	
DIR Registration #		**Estimated Completion Date**	
Contract $ Value		**LBE/EBE/DBE**	
SUBCONTRACTOR			
Name		**Contact Name/Phone #**	
Address:		**Email**	
City, State, Zip		**Description of services**	
Contractor Lic. #		**Estimated Start Date:**	
DIR Registration #		**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	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	

Add additional pages if necessary.

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 Subcontracting, List Your prime/general Contractor _____

Contract Award Amount _____

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the Federal AND State Labor LAW requirements Applicable to the Contract Are Composed OF, But Not Limited to, the Following:

☐ Payment of Prevailing Wage Rates

the contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

the contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, *www.dir.ca.gov/dlsr/statistics_research.html.*

☐ Apprentices

it is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

☐ Penalties

there are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.*

☐ Certified Payroll Reports

under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

this requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

the certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. *(California Code of Regulations, Section 16401).*

prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. in the event that there has been no work performed during a

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 _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/ PER HOUR	
CONTRIBUTIONS	WEEKLY ❑	MONTHLY ❑	QUARTERLY ❑	ANNUALLY ❑

PENSION

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/ PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

VACATION/HOLIDAY

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/ PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

TRAINING

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/ PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

How to Fill out the DAS 140 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.

What are the differences between box 1, 2, and 3 at the bottom of the DAS 140?

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- Box 2 indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.
- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

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 AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ *Date* _____

Typed Name _____

Title _____

State of California - Department of Industrial Relations DIVISION OF APPRENTICESHIP STANDARDS

DAS 140 (REV. 1/04)

AGREEMENT TO TRAIN APPRENTICE

District No. .....

DAS File No. .....

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O*Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By .....

Printed name .....

Title ..... **Date** .....

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By .....

Printed name .....

Title ..... **Date** .....

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

☐ **Revoked**

☐ **End of Project** (Enter project name and address in Area Covered above)

☐ **Date** .....
Date

☐ **Other** .....
Specify

EFFECTIVE DATE

[SIGNED] By ..... **Date** .....
Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

DAS 7 (REV 11/09)

AGREEMENT TO TRAIN APPRENTICES

District No. _____

DAS File No. _____

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O*Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

Accepted:

DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

- ☐ Revoked
- ☐ End of Project (Enter project name and address in Area Covered above)
- ☐ Date _____ (Date)
- ☐ Other _____ (Specify)

EFFECTIVE DATE

[SIGNED] By _____ Date _____

Apprenticeship Consultant

REMARKS:

MUST be signed by both Committee and DAS prior to submission

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

DAS 7 (REV 11/06)

D. O.	FILE NUMBER

A	B	C	D	E	Official Use
Gender	Ethnic	Dependents	Education	Yrs Employ	STATUS

State of California -- Department of Industrial Relations --DIVISION OF APPRENTICESHIP STANDARDS

APPRENTICE AGREEMENT

APPRENTICE LAST NAME, FIRST NAME MIDDLE		SOCIAL SECURITY NUMBER
APPRENTICE ADDRESS (NUMBER AND STREET / CITY, STATE & **ZIP**)	BIRTHDATE (mm/dd/yyyy)	F - VETERAN Yes: ☐ No: ☐
	COUNTY OF RESIDENCE	
OCCUPATION		O*Net code
TERM OF APPRENTICESHIP Hours Within Years	STRAIGHT TIME Hours per day: 8 Hours per week: 40	

This agreement is between the above named apprentice employed by the below named employer, and

_____
PROGRAM SPONSOR

AGREEMENT: The undersigned parties mutually agree that they will use their best endeavors to secure employment and training for the apprentice. The apprentice agrees to perform satisfactorily all work and learning assignments. The provisions of the Apprenticeship Standards for the above occupation adopted by the program sponsor and approved by the Chief of the Division of Apprenticeship Standards are hereby made a part of this agreement. An official copy of the standards is on file in the headquarters of the Division of Apprenticeship Standards. This apprentice agreement will continue in effect until the training is completed or otherwise terminated in accordance with the standards.

The apprentice commences participation under these standards on the date of execution of this agreement by the Apprentice. The signatory apprentice is credited with having_____months toward completion of the term of apprenticeship. The apprentice is expected to complete training on or about_____, 20____, upon satisfactory completion of the total remaining hours of on-the-job training and hours and/or units of related and supplemental instruction.

APPRENTICE: I, the undersigned apprentice, understand and agree that there is a valid and reasonable necessity that those academic records accumulated throughout related and supplemental instruction during my period of apprenticeship be made available to the apprenticeship committee. Further, I agree to release to the apprenticeship committee any other academic records which I feel may enhance my status as an apprentice.

I, the undersigned apprentice, hereby request that the Administrator of Apprenticeship terminate any other apprenticeship agreements in which I am currently registered.

Executed this_____day of_____, 20____by _____
DAY MONTH YEAR SIGNATURE OF APPRENTICE

AGREED TO BY THE EMPLOYER

_____
SIGNATURE OF PARENT OR GUARDIAN (IF APPRENTICE IS 16 OR 17)

AGREED TO AND APPROVED BY, FOR THE COMMITTEE

_____
SIGNATURE OF EMPLOYER OR ITS REPRESENTATIVE TITLE

NAME OF EMPLOYER
ADDRESS

_____ _____
SIGNATURE -- SECRETARY / CHAIR / COORDINATOR DATE

ACCEPTED BY DAS

_____ _____
SIGNATURE – APPRENTICESHIP CONSULTANT DATE

for unilateral programs only]
This agreement is approved by _____ for the Administrator of Apprenticeship

TO THE APPRENTICE: California Civil Code Sec. 1798.17 requires State agencies which collect personal information to indicate the authority under which the data are requested. If personal information not specifically authorized by law is requested, individuals must be informed that supplying the information is voluntary. It also provides that state agencies may change or modify records at the request of the individual.

Questions C and E below are voluntary. All others are authorized by law, as indicated by the reference in each section. If the authorized questions are not answered, the apprentice agreement cannot be accepted.

The Division hopes, through collection of this data, to improve the apprenticeship program both for those presently enrolled and for future apprentices. Thank you.

CALIFORNIA APPRENTICE QUESTIONNAIRE

(USE INK OR BALLPOINT PEN)

A. Gender

☐ Male ☐ Female

(Cal. Code of Regulations, Title 8, Ch. 2, Sec. 215

B. Ethnic or Race Derivation (**Check only one)**

1 ☐ WHITE (Not of Hispanic Origin) -- A person having origins in any of the original peoples of Europe, North Africa or the Middle East.

2 ☐ BLACK (Not of Hispanic Origin) -- A person having origins in any of the Black racial groups of Africa.

ASIAN OR PACIFIC ISLANDER -- A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea and Samoa.

A	☐	Asian	Asian Indian
B	☐	Asian	Bangladeshi
C	☐	Asian	Chinese
D	☐	Asian	Cambodian
6	☐	Asian	Filipino
E	☐	Asian	Hmong
I	☐	Asian	Indonesian
J	☐	Asian	Japanese
K	☐	Asian	Korean
L	☐	Asian	Laotian
M	☐	Asian	Malaysian
P	☐	Asian	Pakistani
R	☐	Asian	Sri Lankan
T	☐	Asian	Taiwanese
U	☐	Asian	Thai
V	☐	Asian	Vietnamese
F	☐	Native Hawaiian	Fijian
G	☐	Native Hawaiian	Guamanian
H	☐	Native Hawaiian	Hawaiian
S	☐	Native Hawaiian	Samoan
W	☐	Native Hawaiian	Tongan

4 ☐ AMERICAN INDIAN OR ALASKAN NATIVE -- A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

7 ☐ HISPANIC -- A person of Mexican, Puerto Rican, Cuban, South Central American or other Spanish culture or origin, regardless of race.

(Cal. Labor Code, Ch. 4, div. 3, Sec. 151)

C. Number of Dependents (Do not count yourself)

0	☐ None	4	☐ Four
1	☐ One	5	☐ Five
2	☐ Two	6	☐ Six of 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:

To Applicable Apprenticeship Committee:

Name:_____

Address:_____

_____

Tel. No._____**Fax No.** _____

Contractor Requesting Dispatch:

Name: _____

Address: _____

_____

License No. _____

Tel. No. _____**Fax No.** _____

Project Information:

Contract No._____

Name of the Project:_____

Address:_____

Dispatch Request Information:

Number of Apprentice(s) Needed:_____**Craft or Trade:** _____

Date Apprentice(s) to Report:_____**(72 hrs. notice required)** **Time to Report:** _____

Name of Person to Report to: _____

Address to Report to: _____

_____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. ***Proof of submission may be required.*** *Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit*
http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm

DAS 142 (Revised 12/11)

SACRAMENTO

Documents Required During the Life of the Construction Project

1. **CAC-2- Training Fund Contribution Form:**
   a) All Contractors must submit a CAC-2 Form monthly for the prior month's hours.
   b) This form is now available to be filled out on the DIR website. The previous CAC- 2 form is to be disregarded. CAC-2 forms **must** be done electronically. The link is as follow: https://www.dir.ca.gov/das/tf/cac2.asp. You must enter all requested information in order to ensure successful submission and processing of your payment. You will need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session that you will upload in to LCPtracker.net and send with your payment when mailed. The address is as follows:

      State of California
      Department of Industrial
      Relations California
      Apprenticeship Council
      P.O. Box 101325
      Pasadena, CA 91189-0005

   c) If applicable 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 are 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 submit the Union Status Letter stating that the Contractor is up to date with all fringe and training fund contributions for the requested month. The letter should specify the month, project name, and project number.
   c) If you can't provide a letter and the DAS has not been updated with your contribution at Contractor may provide a copy of a **cancelled** check submitted to the proper JATC or the DAS with the amount that matches that on the CAC-2. You may check the status of your contributions submitted to DAS online at: http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html. This may also be submitted in lieu of the Training Fund Contribution Letter.

3. **Certified Payroll Reports CPR's and/or Non-Performance Reports:**
   a) To be submitted by all Contractors working on the project. These reports are submitted via the City of Sacramento contracted electronic reporting program, LCPtracker.net which can be found online at www.lcptracker.net. If you do not already have a user name and password for this website please contact your labor compliance officer with the City of Sacramento to be set up.
   b) Submit CPR/NPR weekly; starting (10) calendar days after the close of your pay period. This is when you begin onsite/offsite "craft" labor. This may mean you have weeks in between work on a particular job. NPR's will need to be submitted for that timeframe.

4. **Apprenticeship Certification and/or Apprentice Agreement:**
   a) The first time an apprentice is listed on a certified payroll report an "Apprenticeship Certification" or Apprentice Agreement (DAS-1 form) must be submitted for each apprentice utilized.
   b) Please upload the Apprenticeship Certification or DAS-1 form in the e-Documents section of LCPtracker.net, add the apprentice ID and pertinent information under the employee information and notify the labor compliance officer in your department that approval is need prior to certification of payroll.

5. **Miscellaneous Documents:**
   a) Authorization for Deductions:
      i. Voluntary deductions require an Authorization for Deductions form; garnishments require a copy of notice (redact personal information). A form has been provided on LCPtracker to address other deductions that are recorded on the Certified Payroll Reports submitted.
   b) Receipt for Payment of Back Wages:
      i. For use when wage errors require supplemental wage payment (s).

FORMS REQUIRED DURING THE LIFE OF THE CONSTRUCTION PROJECT

CAC - Training Fund Contributions

You must enter all requested 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 \/ 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

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, and P.O. Box 101325, Pasadena, CA 91189-0005.

SACRAMENTO

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 LCPtracker 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

VERFICATION FORM UNION CONTRACTORS

****Training Fund Contributions are due on the 15th of each month****

PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE COMPLETION OF LABOR COMPLIANCE REQUIREMENTS.

NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION	CONTRACTOR'S LICENSE NUMBER
	CONTRACT OR PROJECT NUMBER
NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.
	PERIOD COVERED BY CONTRIBUTION (FROM - TO)

CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC).	COUNTY WORK PERFORMED IN	ALL HOURS	CONTRIBUTION RATE PER HOUR	AMOUNT
			TOTAL	

IF APPRENTICES WERE EMPLOYED, PLEASE LIST THE APPRENTICESHIP PROGRAM AND NUMBER OF APPRENTICE HOURS WORKED	
TYPE OR PRINT YOUR NAME AND TITLE	DATE
EMAIL	AREA CODE & TELEPHONE NUMBER

City of SACRAMENTO

AUTHORIZATION FOR PAYROLL DEDUCTION

Project Name:
Project Number:
Employee Name:

1) Reason for Deduction:
Percentage/Amount of Deduction: **%** **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

City of SACRAMENTO

Contractors Certificate of Completion – Form 264

To be completed by the Prime Contractor at time of completion.

Project Name & Number	
Contractor Name	

I,_____(Name),_____(Title) of _____ _____(Company Name), declare under penalty of perjury that:

I know of my personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer-Architect that the work is complete, nor the acceptance thereof by the City, shall operate as a bar to claim against the Contractor under the terms of the guarantee provision of the contract documents.

Executed this_____day of_____20____, at_____, California.

_____	_____	_____
Signature	**Title**	**Date**

City of SACRAMENTO

Checklist of Documents Required for Labor Compliance on LCPtracker.net

- ✓ **PW300** - This is due within 10 days of person 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 person meeting, subs need to have this finished within 10 days of person 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. To assist those at support please include your User ID, a direct call back number, contact name and a brief description of the issue you are facing.

All forms are available under the e-Documents tab on LCPtracker. It is best practice to use the forms that have been provided to you under that e-docs tab to increase efficiency in processing pay request and remain compliant.

City of
SACRAMENTO

Helpful Links and Contact Information:

1. **Department Of Industrial Relations (DIR):**
   Web-Link: http://www.dir.ca.gov/
   Contact DIR: http://www.dir.ca.gov/Contactus.html

2. **Division of Labor Standards Enforcement (DLSE):**
   Web-Link: http://www.dir.ca.gov/dlse/dlsepublicworks.html

3. **Division of Apprenticeship Standards (DAS):**
   Web-Link: http://www.dir.ca.gov/das/das.html

   Apprentice Certification:
   Web-Link: http://www.dir.ca.gov/das/appcertpw/AppCertSearch.asp

   CAC Public Works Training Fund Contributions:
   Web-Link: http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html

4. **California General Prevailing Wage Determination:**
   Web-Link: http://www.dir.ca.gov/OPRL/pwd/ (Journeymen)
   http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp (Apprentice)

5. **Davis Bacon Wage Determination Rates:**
   Web-Link: http://www.wdol.gov/dba.aspx

6. **Public Works Information- Frequently Asked Questions:**
   Web-Link: http://www.dir.ca.gov/das/publicworksfaq.html

7. **LCPtracker.net**
   Web-link: https://lcpprod.lcptracker.net/Lcp/WebForms/Login.aspx
   Support Phone Number: 714-669-0052 Option 4
   E-mail: support@lcptracker.com

THINGS TO REMEMBER:

Labor Compliance Forms due Prior to Work Beginning (Prime and all Sub Tier Contractors)

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 **must be** updated if changes occur)
4) **Checklist of Labor Law Requirements-** (All boxes checked and signed)
5) **Public Works Contract Award Information (DAS 140)** (With verified proof of service)
6) **Request for Dispatch of an Apprentice (DAS 142)** (With verified proof of service)
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.