Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-00974

City of SACRAMENTO **11**

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

Title: Contract Award: H Street Bridge Rehabilitation Project (T15135300)

Location: Districts 3 and 6

Recommendation: Pass a Resolution: 1) approving the Plans and Specifications for the H Street Bridge Rehabilitation Project (T15135300); 2) awarding the construction contract to Pacific Infrastructure for an amount not to exceed $622,410 for the H Street Bridge Rehabilitation Project (T15135300); 3) authorizing the City Manager to execute a contract with Pacific Infrastructure in an amount not to exceed $622,410 for the H Street Bridge Rehabilitation Project (T15135300); 4) approving the transfer of $129,287 (Fund 2002) from the I, J, Jiboom Street Viaducts Maintenance (T15115600) to the H Street Bridge Rehabilitation Project (T15135300); 5) approving the transfer of $247,025 (Fund 2007) from the State and Federal Grant Match Project (T15007200) to the H Street Bridge Rehabilitation Project (T15135300); 6) appropriating $416,975 (Fund 3703) to the H Street Bridge Rehabilitation Project (T15135300); 7) appropriating an additional $247,025 (Fund 3703) to the H Street Bridge Rehabilitation Project (T15135300) and transferring $247,025 (Fund 2007) from the H Street Bridge Rehabilitation Project (T15135300) to the State and Federal Grant Match Project (T15007200) when the federal funding approval paperwork is received and 8) canceling the I, J, Jiboom Street Viaducts Maintenance Project (T15115600);

Contact: Josh Werner, Assistant Civil Engineer, (916) 808-8158; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A (Location Map)

4-Exhibit B (Signed Contract)

City Attorney Review

Approved as to Form
Gerald Hicks
11/16/2015 10:50:27 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 11/4/2015 3:36:48 PM

Description/Analysis

Issue: The H Street Bridge Rehabilitation Project (T15135300) was advertised and bids were received on September 16, 2015. The project consists of maintenance work on the H Street Bridge over the American River. Pacific Infrastructure is the lowest responsible bidder. City Council approval is necessary to move forward with awarding the construction contract.

The I, J, Jibboom Street Maintenance project is being cancelled due to the required maintenance work having been already completed in a previous project.

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

Economic Impacts: This project is expected to create 2.49 total jobs (1.43 direct jobs and 1.06 jobs through indirect and induced activities) and create $384,297.72 in total economic output ($242,225.79 of direct output and another $142,071.93 of output through and induced activities).

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

Environmental Considerations:

California Environmental Quality Act (CEQA/NEPA): The proposed action has been reviewed and determination made that the project is exempt from the provisions of CEQA under Categorical Exemption – State Class 1 and Section Number 15301, which includes the "repair, maintenance or minor alteration of existing public or private structures, facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination." Examples cited in Section 15301 of the Public Resources Code include rehabilitation of deteriorated or damaged structures and facilities.

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

Commission/Committee Action: None

Rationale for Recommendation: The project was advertised and three bids were received on September 16, 2015. The bids are summarized below:

Contractor	Bid Amount	DBE Goal (7%)
Pacific Infrastructure	$622,410.00	7.3%
Myers & Sons	$847,525.00	0.1%
Viking Construction	$868,870.00	7.2%

The Engineer's estimate was $614,055.

It is recommended that the contract be awarded to the lowest responsive and responsible bidder, Pacific Infrastructure.

Financial Considerations: The total estimated project cost for the H Street Bridge Rehabilitation Project (T15135300) is $900,905. To date, $33,623 has been expended, and staff anticipates an additional $867,282 will be needed to complete the project. As of October 16, 2015, the unobligated balance is $73,995.

Approval of the following appropriations and transfers will bring the program's unobligated balance to $867,282, which is sufficient to execute the contract with Pacific Infrastructure in the amount of $622,410 for the H Street Bridge Rehabilitation Project and cover remaining project costs. The City has received approval to obligate $416,975 (Fund 3703) in federal funds to be appropriated to the project. After contract award, the City can request to obligate an additional $247,025 (Fund 3703) in federal funds for the project. Until the federal paperwork is authorized, $247,025 (Fund 2007) will be temporarily borrowed from the State and Federal Grant Match Project (T15007200) to allow sufficient funds to fully guarantee the contract until the federal funds are obligated in two to three months. After that time, the $247,025 (Fund 2007) funding will be returned to the State and Federal Grant Match Project (T15007200).

The remaining $129,287 (Fund 2002) in required local matching funds will be transferred from the I/J/Jibboom Streets Viaduct Maintenance Project (T15115600) since this work was completed as part of another project.

As of October 20, 2015, the State and Federal Grant Match Project (T15007200) has a total budget and unobligated balance of $4,777,266, which is sufficient to complete the transfer of $247,025 (Fund 2007) to the H Street Bridge Rehabilitation Project (T15135300).

As of October 20, 2015, the I, J, Jibboom Street Viaducts Maintenance Project (T15115600) has a total budget of $130,000 and an unobligated balance of $129,287,

which is sufficient to complete the transfer of $129,287 (Fund 2002) to the H Street Bridge Rehabilitation Project (T15135300).

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

Disadvantaged Business Enterprise (DBE): This is a federally funded project, thus the City's LBE program is held in abeyance. The City's DBE goal for this project was 7%. Pacific Infrastructure achieved a 7.3% DBE participation goal, thereby meeting the goal.

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVING PLANS AND SPECIFICATIONS, TRANSFER OF FUNDS, APPROPRIATING BRIDGE PREVENTATIVE MAINTENANCE PROGRAM FUNDS, AND AWARDING A CONSTRUCTION CONTRACT FOR THE H STREET BRIDGE REHABILITATION PROJECT

BACKGROUND

A. The H Street Bridge Rehabilitation Project (T15135300) will provide preventative maintenance to extend the useful life of the bridge.

B. The project was advertised and three bids were received on September 16, 2015. Pacific Infrastructure is the lowest responsive and responsible bidder.

C. Construction is expected to begin in December 2015 and be completed in March 2016.

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

Section 1. The Plans and Specifications for the H Street Bridge Rehabilitation Project (T15135300) are approved.

Section 2. The contract for the H Street Bridge Rehabilitation Project (T15135300) is awarded to Pacific Infrastructure for an amount not to exceed $622,410.

Section 3. The City Manager is authorized to execute a contract with Pacific Infrastructure in an amount not to exceed $622,410 for the H Street Bridge Rehabilitation Project (T15135300).

Section 4. The FY15/16 Capital Improvement Program is amended by transferring $129,287 (Fund 2002) from the I, J, Jibboom Street Viaducts Maintenance Project (T15115600) to the H Street Bridge Rehabilitation Project (T15135300).

Section 5. The FY15/16 Capital Improvement Program is amended by transferring $247,025 (Fund 2007) from the State and Federal Grant Match Project (T15007200) to the H Street Bridge Rehabilitation Project (T15135300).

Section 6. The FY15/16 Capital Improvement Program is amended by appropriating $416,975 (Fund 3703) to the H Street Bridge Rehabilitation Project (T15135300)

Section 7. Upon receipt of the federal funding approval paperwork, the City Manager is authorized to appropriate an additional $247,025 (Fund 3703) to the H Street Bridge Rehabilitation Project (T15135300) and transfer $247,025 (Fund 2007) from the H Street Bridge Rehabilitation Project (T15135300) back to the State and Federal Grant Match Project (T15007200).

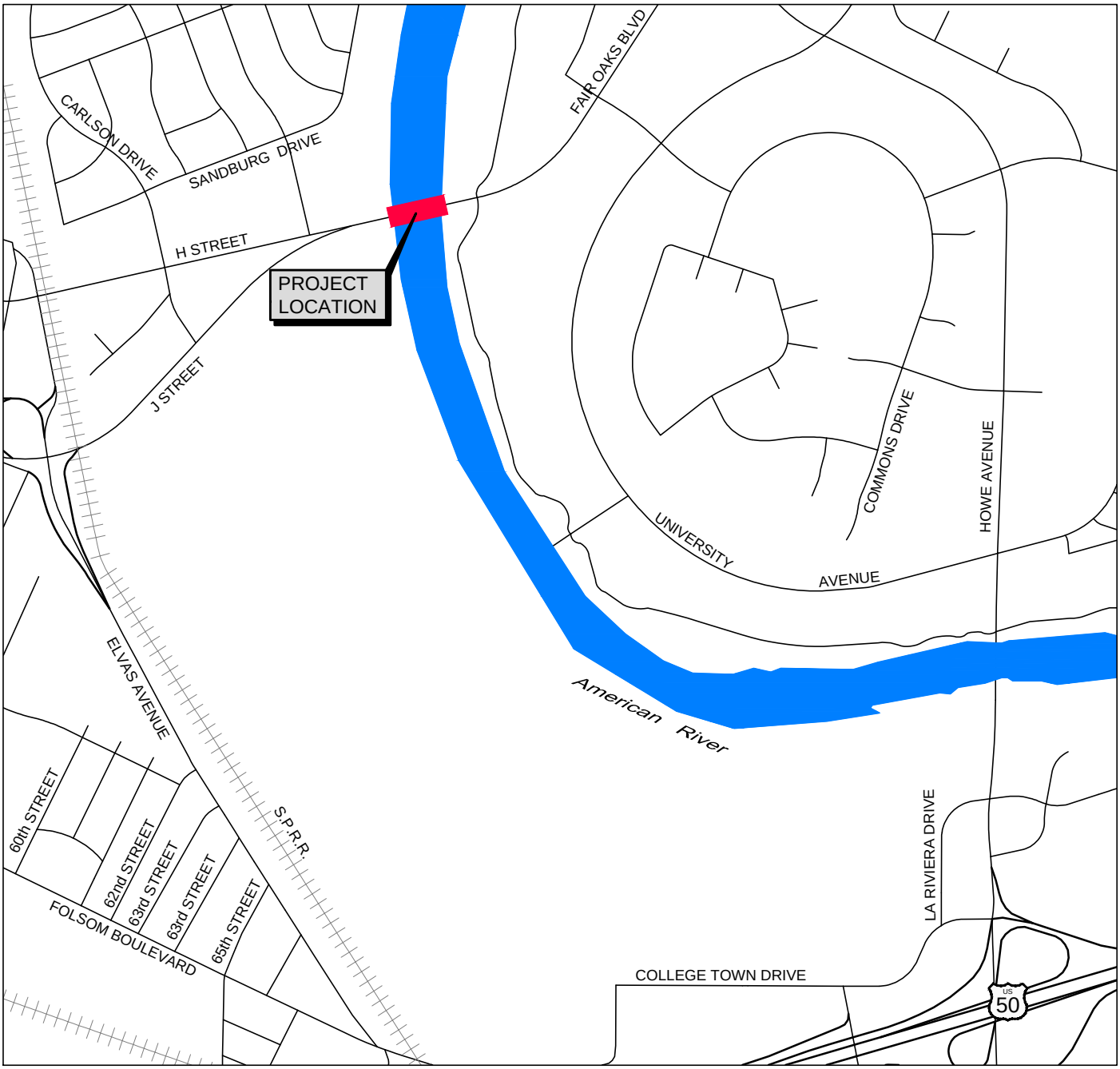
Section 8. The I, J, Jiboom Street Viaducts Maintenance Project (T15115600) is cancelled.

Section 9. Exhibit A is hereby incorporated as part of this Resolution.

EXHIBIT A

Location Map For:

H STREET BRIDGE REHABILITATION PROJECT (PN: T15135300)



City of SACRAMENTO
Department of Public Works

Date: October 19, 2015

SPECIAL PROVISIONS

NOTICE TO BIDDERS

PROPOSAL AND CONTRACT

FOR

H STREET BRIDGE REHABILITATION PROJECT

IN

CITY OF SACRAMENTO

FEDERAL AID PROJECT NO: BRLS-5002(144)

CITY PROJECT NO: (PN: T15135300)

For use with City of Sacramento Standard Specifications for Public Construction Dated June, 2007, Davis Bacon Wage Rates Dated July 17, 2015 or State of California Prevailing Wage Rates (Higher Rate Prevails) and Labor Surcharge and Equipment Rental Rates.

For Pre-Bid Information Call:
Josh Werner, Project Manager
TEL: (916) 808-8158
FAX: (916) 808-7904
jwerner@cityofsacramento.org

Pre-Bid Meeting: August 6, 2015, 10:00AM
New City Hall, Room 2105
915 I Street Sacramento CA 95814

Bids to be received before
2:00 P.M., Wednesday, August 26, 2015
1st Floor, Historic City Hall
915 I Street, Sacramento, CA 95814

Engineer's Construction Estimate: **$410,000**

Construction Time: **60** Working Days

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1004305

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 9/28/2015 2:15:45 PM

Business Information

PACIFIC INFRASTRUCTURE CONSTRUCTION LLC
871COTTING COURT STE A
VACAVILLE, CA 95688-9354
Business Phone Number:(707) 449-3604

Entity Ltd Liability
Issue Date 06/09/2015
Expire Date **06/30/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.
Bond Number: 929612883
Bond Amount: $12,500
Effective Date: 05/27/2015

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with WESTERN SURETY COMPANY.
Bond Number: 929612884
Bond Amount: $100,000
Effective Date: 05/27/2015

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) ZOELLNER JAY PATRICK certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
Effective Date: 06/09/2015

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS INDEMNITY COMPANY OF CONNECTICUT
Policy Number:DTJUB0G76390
Effective Date: 06/08/2015
Expire Date: 06/08/2016

Liability Insurance Information

This license has liability insurance with TRAVELERS INDEMNITY COMPANY OF CONNECTICUT
Policy Number: DT22CO0G763900TCT
Amount: $2,000,000
Effective Date: 06/08/2015
Expiration Date: 06/08/2016

Public Works

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 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 **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	**4/01/15 through 3/31/18**

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 CSLB #834335 **Miguel Contreras, an Individual and** **Responsible Managing Officer/CEO/President** **Dora Maria Contreras, an Individual and** **Agent/Officer of the Corporation** Decision	**8/4/14 through 8/3/17**
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)	**7/1/10 through 6/30/13**
David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993	**7/1/10 through 6/30/13**
Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901 Decision	**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 CSB #787533, revoked Decision	**3/16/09 through 3/15/12**

May 2015

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EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: City of Sacramento LOCATION: Sacramento, CA

PROJECT DESCRIPTION: H Street Bridge Rehabilitation Project

TOTAL CONTRACT AMOUNT: $ 622,410

BID DATE: 9/16/2015

BIDDER'S NAME: Pacific Infrastructure

CONTRACT DBE GOAL: 7%

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
17, 18, 19, 33	Remove MBGR, Install MBGR, Handrail, Tub Railing	CT 014717 EX. 7/1/16	Frank Medina General Engineering Oroville CA 530 743 0744	23,700.00
4, 7, 15, 30, 31	Trucking	CT 1207321 EX. 2016	WEST COAST WATER & TRUCKING EL DORADO HILLS CA 916 358 8697	9,360.00
Cont.	See Attached			

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Total Claimed DBE Participation $_____ _____%

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

Jose R. Ledesma [signature] 10-27-15

Print Name Signature Date

Local Agency Representative

(Area Code) Telephone Number: 916-600-7064

_____
Signature of Bidder

_____
Date (Area Code) Tel. No.

_____
Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
(2) Copy – Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: $ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT DBE GOAL: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
26,23,27	Furnish Joint	CT-032785	RUPERT	9,160 00
28,29,30,	SEALS, FASTSET	EX2016	CONSTRUCTION	
31	Concrete		SUPPLY	
			EL DORADO HILLS CA	
3,22	Prepare LEAD	CT 38334	925 229 5577	
	& Public Safety			
	Plans		APPIAN UDBE	3000 00
			SUPP	
			EL SOBRANTE CA	
			510 854 9402	

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Total Claimed DBE Participation $ 45,220 00

7.26 %

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

Print Name _____ Signature _____ Date _____
Local Agency Representative

(Area Code) Telephone Number: _____

Signature of Bidder

9/18/2015 7074493604
Date (Area Code) Tel. No.

Jay Zoellner
Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
(2) Copy – Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

Rupert
Construction Supply

UDBE Certified, #CT-032785
CA SBE Certified, #28807

Quotation

TO: Estimator **Fax:** **Bid Date: 9-16-15**
Attn.: **Ph:**
JOB: City of Sac. Date: 9-16-15
JOB #: H St. Br. Rehab.

Quantity	Details	Unit	Total
56 ea.	Quikrete Fastset DOT mix, 55# bag	$21.00	$1,176.00
150 lf.	Wabo SafetyFlex SFP-600 sidewalk cover	$0.00	$0.00
84 ea.	Type A joint seal: Wabo Silicone Sealant, 50.72 oz cart., 12/case	$59.75	$5,019.00
135 lf.	Type B joint seal, WA500	$45.50	$6,142.50
20 ea.	mixing tips for type A sealant	$12.00	$240.00
2 gal.	Lubricating Adhesive	$95.00	$190.00
240 ea.	5/8" Formply - MDO	~~$46.00~~	~~$11,040.00~~
1 ea.	Estimated Frt. Charge	$2,500.00	$2,500.00

60% Material Supplier TOTAL 15,267.00 x .60 = 9,160.00

Material price subject to market conditions.

Items included in quoted price: limited to items listed
Exclusions: Sales tax, engineering, 3rd party inspections, liquidated damages, retention, field service.
Rupert Construction Supply will supply materials as required in contract plans and specifications.
Rupert Construction Supply is not responsible for design, engineering or installation.
Liability: Limited to the cost of our product, we will not be responsible for additional charges.
Due to the instability in the raw materials markets, our quotation is subject to change without notice.
Pricing should be varified before placing a purchase order.
If this project is subject to compensation due to escalation of raw materials pricing, Rupert Construction Supply reserves the right to make claim at time of shipment.
Contractor to varify field dimensions.
Actual quantities are the responsibility of the contractor.

Total: $26,307.50
Sales Tax Not Included

Delivery:
F.O.B.: ship point
Terms: Net 30 days
Valid for: 30 days

3941 Park Dr., Ste. 20-487, El Dorado Hills, CA 95762 - Yard: 12405 Gold Flake Ct., Rancho Cordova, CA **925-229-5577 ph.**
karen@rupertsupply.com

Sincerely, Karen Wonnenberg

FRANK MEDINA GENERAL ENGINEERING
10096 AHART ROAD
OROVILLE, CA 95966
OFFICE - 530-743-0744; FAX - 530-743-9352

PROPOSAL

State Lic # 644373 Class A C13 C31 roxanne.medina@att.net

Certified DBE: CT014717 7/1/16 expires
Certified SBE: 8270
Certified ESBE: FRM5425230P

Laborers Local 185
Operators Local 3
Air Quality Compliant
Public Work Registration
#1000005534

FAXED ON 08/26/15
Bid Date: 08/26/15

PROJECT: CITY OF SACRAMENTO
H STREET BRIDGE REHABILITATION

Addendums:	2	Freight Included:	Yes	Sales Tax Included:	Yes
Quote Valid:	30 Days	Permits:	No	Construction Staking:	No
Traffic Control:	1 DAY	Back Charges:	No	Retention Withheld:	No
Prevail Wage:	YES	Union:	YES	HazMat/Lead Compliance:	NO

USA: No
Bond Premium: 2 1/2 %

IF YOU WANT TO BREAKUP PACKAGE EMAIL ROXANNE

IF QUOTE IS USED, NOTIFY WITHIN 24 HOURS

Item No.	Item	Item Price	Unit	Qty	Total
17	REMOVE METAL BM GRD RAIL	LS	LS	QLS	$2,500.00
18	METAL BM GRD RAIL TERM SYS MOD	4500.00	EA	2	$9,000.00
	1 TRAFFIC CONTROL				
19	HANDRAILING	225.00	LF	32	$7,200.00
33	REC TUBULAR HANDRAILING	250.00	LF	20	$5,000.00
			TOTAL		$23,700.00

***Quote is based on all Items. If you would like to break up packages please email for approval.

***Excluding any painting or Electrical work on any items.

*** Quote INCLUDES 1 mobilization. Additional mobilizations to be charged at $1000.00 ea.

***Quote is based on Regualr shift hours M-F. Weekends, Holidays, and Night Work subject to wage

***Stand By Time: $250 per Hour Excluding Weekend or Holiday Hours

***Shop Drawings: Contractor to supply drawings where applicable. General to verify and return same: approved, signed, and dated. Material fabrication will not be initiated prior to the receipt of the approved and signed shop drawings.

***Backcharges: General acknowledges that Contractor will not accept any backcharges unless prior mutual agreement is made in writing. Contractor reserves the right to repair and or replace any defective material at their discretion without liability from any circumstance.

APPIAN UDBE SWPPP

APPIAN UDBE SWPPP

Storm Water Pollution Prevention Plans
Water Pollution Control Programs
Lead Compliance Plans

Certified DBE, WBE, MBE & SBE:
BART - No. 38334
DIR # 1000005242

Business License Number 024765

5780 Olinda Road
El Sobrante, CA 94803

Phone: (510) 854-9402
Fax: (510) 256-0103

Tuesday, August 25, 2015

ATTN: Estimator

RE: Contract : **City of Sacramento – City Project No. T15135300**

H Street Bridge Rehabilitation Project.

Bid Date: **August 26, 2015**

Please find below the APPIAN SWPPP quote for the referenced project. Price includes three draft copies of the plan, additional copies of the approved plan if required by the Special Provisions, amendments and corrections. Plan preparation is in compliance with State, Regional and Local Storm Water Discharge Regulations and as required by the Special Provisions.

Item #	Item Code	Items bid individually	Bid Price
1	130200	Prepare Water Pollution Control Program (WPCP)	$625.00
-	070030	Lead Compliance Plan*	$1,500.00
-	150100	Public Safety Plan*	$1,500.00

* Plan preparation only. Awareness Training, Monitoring or Sampling & Analysis not included.

TOTAL USED 3000

Good luck,

Thomas Koprek
Estimator
(510) 854-9402

West Coast Water & Trucking, Inc.

3941 Park Dr. Suite #20-231
El Dorado Hills, CA 95762
Office: (916) 358-8697
Fax: (916) 358-8699
californiawcw@aol.com

Small Business Enterprise (SBE)
State of California Certification #1207321

Public Works Registration #1000012401

Underutilized Disadvantaged
Business Enterprise (UDBE/DBE)
Women Business Enterprise (WBE)
State of California Firm #37869

Date: August 26, 2015

Attention: Gabe
Company: Pacific Infrastructure
Fax #: 707-449-3641

Project: H Street Bridge Rehabilitation Project
Location: City of Sacramento
Contract #B16151131003
Bid Date: 08/26/2015

Bid Items Hrs WATER FOR SAW CUTTING

4 10
7 4
15 10
30 60
31 20
104 × 90 = 9360

64 hrs?

Rate Sheet

Hourly Operation For Off-Haul:

Truck Type	Regular	Saturday	Sunday
Ten-Wheelers	$85.00	$90.00	$95.00
Semi Ends	$90.00	$95.00	$100.00
Semi Bottoms	$90.00	$95.00	$100.00
Transfers	$90.00	$95.00	$100.00
Flat Beds	$95.00	$100.00	$105.00
Possum Belly/Walking Floor	$110.00	$115.00	$120.00
3-Axle 4,000 gal Water Truck	$85.00	$90.00	$95.00

Please contact us for information on UDBE/DBE/WBE/SBE participation and how it applies to this project

Please contact us for information on dump site availability

Our company is in compliance with the California Air Resources Board Truck and Bus Regulation.

West Coast Water & Trucking, Inc.

Fuel Surcharge Assessment:

A fuel surcharge is assessed when fuel prices reach $3.50 per gallon as reported by the U.S. Energy Information Administration. The fuel surcharge is 1% for every $0.10 increase in fuel prices, or portion thereof.
The breakdown is as follows:

Diesel price $/gallon	% increase to hourly/tonnage/load rate
$3.50 - $3.599	1%
$3.60 - $3.699	2%
$3.70 - $3.799	3%
$3.80 - $3.899	4%
$3.90 - $3.999	5%
$4.00 - $4.099	6%
$4.10 - $4.199	7%
$4.20 - $4.299	8%
$4.30 - $4.399	9%
$4.40 - $4.499	10%
$4.50 - $4.599	11%
$4.60 - $4.699	12%
$4.70 - $4.799	13%
$4.80 - $4.899	14%
$4.90 - $4.999	15%

*$5.00 and above add an additional 1% for each $0.10 increase in price per gallon.

Fuel prices are checked weekly and any increase is based on the weekly retail on-highway diesel prices found at: **www.eia.doe.gov/oog/info/wohdp/diesel.asp**.

All fuel surcharges will be billed separately. After the assessment of the fuel prices at the end of the week, if a surcharge is applicable, a bill for the surcharge would be generated based on the hours worked, tons or loads hauled within that week.

A signed work/purchase order constitutes acceptance of these terms.

Thank you.
Jennifer Gemignani

Accepted by (Signature) _____ Title and Company Name _____ Date _____

Rev 08/10/2015

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. BRL 5-5002(144) Bid Opening Date 9/16/2015

The _____(City/County of)_____ established a Disadvantaged Business Enterprise (DBE) goal of 7 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
Met Goal	

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Met Goal		

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
Met Goal				

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

// //

Names, addresses and phone numbers of firms selected for the work above:

// //

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

// //

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

City of
SACRAMENTO
Department of Public Works

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

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

Addendum #1

August 7, 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.

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

City of
SACRAMENTO
Department of Public Works

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER (T15135300)

Addendum #1

Item 1. Remove Item 1: Water Pollution Control from specifications and Bid Proposal. A new bid proposal dated 8/6/15 is included with this addendum.

Item 2. Insert Specification:

EROSION AND SEDIMENT CONTROL
Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications.

Item 3. The sign in sheet from the pre-bid meeting is included.

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:

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	TRAFFIC CONTROL SYSTEM	1	LS	$	$
2.	REMOVE TRAFFIC STRIPE	2,930	LF	$	$
3.	REMOVE YELLOW PAINTED TRAFFIC STRIPE	1,080	EA	$	$
4.	COLD PLANE ASPHALT CONCRETE	38	CY	$	$
5.	TRAFFIC STRIPE	1,080	EA	$	$
6.	SALVAGE EXISTING STREETLIGHT ASSEMBLIES	4,550	LF	$	$
7.	AGGREGATE BASE CLASS 2	16	CY	$	$
8.	CURB & GUTTER TYPE 1 (MOD)	26	LF	$	$
9.	MEDIAN CURB TYPE 14	26	LF	$	$
10.	MEDIAN CURB TYPE 14 (MOD)	26	LF	$	$
11.	CURB TYPE 3	14	LF	$	$
12.	TRUNCATED DOME MATS	1	EA	$	$
13.	PORTLAND CEMENT CONCRETE (MISCELLANEOUS AREA)	31	CY	$	$
14.	CONCRETE PAVEMENT TRANSITION PANEL	19	CY	$	$
15.	PLACE HOT MIX ASPHALT CONCRETE (MISCELLANEOUS AREA)	65	TON	$	$

16.	PLACE HOT MIX ASPHALT DIKE (TYPE A)	17	LF	$	$
17.	REMOVE METAL BEAM GUARD RAILING	1	LS	$	$
18.	METAL BEAM GUARD RAIL TERMINAL SYSTEM (MOD)	2	EA	$	$
19.	HANDRAILING (F)	32	LF	$	$
20.	CLEAN BRIDGE DECK (F)	38,100	SF	$	$
21.	FURNISH BRIDGE DECK TREATMENT MATERIAL	450	GAL	$	$
22.	TREAT BRIDGE DECK (F)	38,100	SF	$	$
23.	REPAIR SPALLED OVERHANG BRACKETS	10	SF	$	$
24.	EPOXY-INJECT CRACK	21	LF	$	$
25.	REPAIR OPEN JOINT	63	CF	$	$
26.	CLEAN EXIST OPEN JOINT, PLACE TYPE A SEAL	105	LF	$	$
27.	REMOVE AND REPLACE TYPE A SEAL	135	LF	$	$
28.	REMOVE AND REPLACE TYPE B SEAL (MR = 2")	135	LF	$	$
29.	CLEAN EXIST INTERMEDIATE JOINT, PLACE TYPE A SEAL	756	LF	$	$
30.	STRUCTURE APPROACH TYPE R (30D) (F)	50	CY	$	$
31.	STRUCTURE APPROACH TYPE R (30S) (F)	66	CY	$	$
32.	SIDEWALK JOINT COVER	50	LF	$	$
33.	RECONSTRUCT TUBULAR HANDRAILING (F)	20	LF	$	$
34.	CONCRETE BARRIER TYPE 25 (F)	10	LF	$	$

(F) – denotes final pay quantity

CONTRACTOR NAME: TOTAL $_____

It is understood that this Bid Proposal is based upon completion of the Work within a period of **EIGHTY (80) WORKING DAYS,** commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

A schedule of values (cost break-down) for lump-sum electrical items shall be included with the bid. Otherwise, the bid will be deemed non-responsive. See Electrical Provisions for requirements of the cost breakdown.

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

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

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

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

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

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

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

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

Add. # _____ DATE _____

Add. # _____ DATE _____

Add. # _____ DATE _____

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

_____

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR:

By _____
(Signature)

_____
(Print or Type)

Title _____
Address _____
_____
Telephone No. _____

Fax No. _____

Email Address _____

Date _____

FOR CITY USE ONLY

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

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

Contractor's License No. _____ Type _____

Expiration Date _____

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

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

Please indicate if you are any of the following:

EBE_____ Cert #_____ SBE_____ Cert #_____

UDBE_____Cert #_____ M/WBE_____Cert #_____

City of Sacramento, Department of Public Works

H STREET BRIDGE REHABILITATION PROJECT

OVER THE AMERICAN RIVER

(PN: T15135300)
August 6, 2015

Name	Contractor	Phone #	Email	DBE (Y/N)
Jose P. Ledesma	City of Sacramento - Contracts	916-808-5195	jledesma@cityofsacramento.org	NA
Josh Werner	City of Sacramento - PM	916-808-8158	jwerner@cityofsacramento.org	NA
Nathan Reeve	Valentine Corporation	(415) 755-0286	nreeve @ valentinecorp.com	N

City of
SACRAMENTO
Department of Public Works

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

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

Addendum #2

August 21, 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.

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

City of
SACRAMENTO
Department of Public Works

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER (T15135300)

Addendum #2

Item 1. New Davis Bacon Wages have been issued dated 8/14/15. They are attached.

City of
SACRAMENTO
Department of Public Works

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

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

Addendum #3

August 26, 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.

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

City of
SACRAMENTO
Department of Public Works

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER (T15135300)

Addendum #3

Item 1. Postpone bid date by one week. **New bid due date is September 2, 2015**

Item 2. Replace Bid Proposal - Update Bid Quantities

Item 3. Answer Question:

Question: "Sheet L-2, page 4 of 6 of the Plans calls for the 'Contractor to remove and reset Transition Railing, Type WB' at the Westbound Approach. What Bid item is this work to be paid under?"

Answer: Remove and Reset Transition Railing (Type WB) should be included in Bid Item 34 – Concrete Barrier Type 25

Item 4. Modify specification for Bid Item 34 – Concrete Barrier Type 25 to include phrase "This item shall also include the removal and resetting of existing Transition Railing (Type WB)."

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:

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	TRAFFIC CONTROL SYSTEM	1	LS	$	$
2.	REMOVE TRAFFIC STRIPE	2,930	LF	$	$
3.	REMOVE YELLOW PAINTED TRAFFIC STRIPE	1,080	LF	$	$
4.	COLD PLANE ASPHALT CONCRETE	38	CY	$	$
5.	TRAFFIC STRIPE	4,550	LF	$	$
6.	PAVEMENT MARKERS (RETROREFLECTIVE)	770	EA	$	$
7.	AGGREGATE BASE CLASS 2	16	CY	$	$
8.	CURB & GUTTER TYPE 1 (MOD)	26	LF	$	$
9.	MEDIAN CURB TYPE 14	26	LF	$	$
10.	MEDIAN CURB TYPE 14 (MOD)	26	LF	$	$
11.	CURB TYPE 3	14	LF	$	$
12.	TRUNCATED DOME MATS	1	EA	$	$
13.	PORTLAND CEMENT CONCRETE (MISCELLANEOUS AREA)	31	CY	$	$
14.	CONCRETE PAVEMENT TRANSITION PANEL	42	CY	$	$
15.	PLACE HOT MIX ASPHALT CONCRETE (MISCELLANEOUS AREA)	65	TON	$	$

16.	PLACE HOT MIX ASPHALT DIKE (TYPE A)	17	LF	$	$
17.	REMOVE METAL BEAM GUARD RAILING	1	LS	$	$
18.	METAL BEAM GUARD RAIL TERMINAL SYSTEM (MOD)	2	EA	$	$
19.	HANDRAILING (F)	32	LF	$	$
20.	CLEAN BRIDGE DECK (F)	38,100	SF	$	$
21.	FURNISH BRIDGE DECK TREATMENT MATERIAL	450	GAL	$	$
22.	TREAT BRIDGE DECK (F)	38,100	SF	$	$
23.	REPAIR SPALLED OVERHANG BRACKETS	10	SF	$	$
24.	EPOXY-INJECT CRACK	21	LF	$	$
25.	REPAIR OPEN JOINT	63	CF	$	$
26.	CLEAN EXIST OPEN JOINT, PLACE TYPE A SEAL	105	LF	$	$
27.	REMOVE AND REPLACE TYPE A SEAL	135	LF	$	$
28.	REMOVE AND REPLACE TYPE B SEAL (MR = 2")	135	LF	$	$
29.	CLEAN EXIST INTERMEDIATE JOINT, PLACE TYPE A SEAL	756	LF	$	$
30.	STRUCTURE APPROACH TYPE R (30D) (F)	50	CY	$	$
31.	STRUCTURE APPROACH TYPE R (30S) (F)	66	CY	$	$
32.	SIDEWALK JOINT COVER	50	LF	$	$
33.	RECONSTRUCT TUBULAR HANDRAILING (F)	20	LF	$	$
34.	CONCRETE BARRIER TYPE 25 (F)	10	LF	$	$

(F) – denotes final pay quantity

CONTRACTOR NAME: TOTAL $_____

It is understood that this Bid Proposal is based upon completion of the Work within a period of **EIGHTY (80) WORKING DAYS,** commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

A schedule of values (cost break-down) for lump-sum electrical items shall be included with the bid. Otherwise, the bid will be deemed non-responsive. See Electrical Provisions for requirements of the cost breakdown.

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

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

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

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

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

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

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

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

Add. # _____ DATE _____

Add. # _____ DATE _____

Add. # _____ DATE _____

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

_____

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR:

By _____
(Signature)

_____
(Print or Type)

Title _____
Address _____
_____
Telephone No. _____

Fax No. _____

Email Address _____

Date _____

FOR CITY USE ONLY

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

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

Contractor's License No. _____ Type _____

Expiration Date _____

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

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

Please indicate if you are any of the following:

EBE_____ Cert #_____ SBE_____ Cert #_____

UDBE_____Cert #_____ M/WBE_____Cert #_____

City of
SACRAMENTO
Department of Public Works

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

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

Addendum #4

August 28, 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.

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

City of
SACRAMENTO
Department of Public Works

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER (T15135300)

Addendum #4

Item 1. A New bid due date of <u>September 16, 2015</u> has been issued.

City of
SACRAMENTO
Department of Public Works

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

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

Addendum #5

September 11, 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.

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

City of
SACRAMENTO
Department of Public Works

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER (T15135300)

Addendum #5

Item 1. Revise Engineering Estimate: New estimate is $614,055

Item 2. Davis Bacon Wages issued dated 8/28/15.

General Decision Number: CA150009 08/28/2015 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
9	06/05/2015
10	06/19/2015
11	07/10/2015
12	07/17/2015
13	07/31/2015
14	08/14/2015
15	08/28/2015

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

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     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 06/01/2015

NAPA AND SOLANO COUNTIES

                                 Rates         Fringes

CABLE SPLICER...................$ 50.97        3%+20.13
ELECTRICIAN.....................$ 45.31          21.98
-----------------------------------------------------------------
 ELEC0180-003 06/01/2015

NAPA AND SOLANO COUNTIES

                                 Rates         Fringes

Sound & Communications
     Installer...................$ 33.32          16.29
     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 06/01/2015

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	$ 47.20	16.97

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,		

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     Jackhammermen...............$ 34.22          4%+9.80
     (6) Groundman...............$ 31.31          4%+9.80
-----------------------------------------------------------------
 ELEC1245-004 06/01/2015

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

                                  Rates          Fringes

LINE CONSTRUCTION
     (1) Lineman; Cable splicer..$ 52.85            15.53
     (2) Equipment specialist
     (operates crawler
     tractors, commercial motor
     vehicles, backhoes,
     trenchers, cranes (50 tons
     and below), overhead &
     underground distribution
     line   equipment)...........$ 42.21            14.32
     (3) Groundman...............$ 32.28            14.03
     (4) Powderman...............$ 47.19            14.06

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

-----------------------------------------------------------------
 ELEV0008-001 01/01/2015

                                  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

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:)		

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     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
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      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
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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 07/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 27.08	20.21
Ornamental, Reinforcing and Structural	$ 33.50	28.85

PREMIUM PAY:

$6.00 additional per hour at the following locations:

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

$4.00 additional per hour at the following locations:

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

$2.00 additional per hour at the following locations:

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

LABO0067-002 06/29/2015

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	20.82
Area B	$ 28.02	20.82

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		

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     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.

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LABORER CLASSIFICATIONS

  CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;
  Chainsaw; Laser beam in connection with laborers' work;
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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

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     GROUP 3.....................$ 34.12            19.49
     GROUP 4.....................$ 33.67            19.49
     GROUP 5.....................$ 33.13            19.49
     Shotcrete Specialist........$ 35.12            19.49
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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

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                                  Rates          Fringes

LABORER (Brick)
     Mason Tender-Brick..........$ 31.36            17.34
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LABO1414-005 08/05/2015

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                                  Rates          Fringes

Plasterer tender................$ 32.71            17.11
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Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-004 01/01/2015

MARIN, NAPA, SOLANO & SONOMA COUNTIES

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                                  Rates          Fringes

Painters:......................$ 36.45            21.48
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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 07/01/2015

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	$ 26.26	11.78

PAIN0567-010 07/01/2015

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.....$ 28.08 12.13
(2) Steeplejack - Taper,
over 40 ft with open space
below.....$ 29.58 12.13

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

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* PLUM0343-001 07/01/2015

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.85	19.90
All Other Work	$ 49.15	31.30

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 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

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* ROOF0081-006 08/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 36.08	14.90

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* ROOF0081-007 08/01/2015

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	$ 34.00	14.80

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 07/01/2015

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 46.30	40.28
All other work	$ 52.20	41.56

SHEE0104-009 07/01/2015

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

	Rates	Fringes
SHEET METAL WORKER	$ 40.07	33.17

SHEE0104-010 07/01/2015

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 36.85	30.90

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 07/01/2015

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

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 30.24	30.64
Mechanical Jobs over $200,000	$ 40.07	33.22

TEAM0094-001 07/01/2015

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 28.57	25.22
GROUP 2	$ 28.87	25.22
GROUP 3	$ 29.17	25.22
GROUP 4	$ 29.52	25.22
GROUP 5	$ 29.87	25.22

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.

==========

END OF GENERAL DECISION

****

Important Special Notice

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

****

PRE-BID MEETING

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

The conference will be held at:

New Sacramento City Hall

915 I Street, Room 2000

Conference Room 2105

Sacramento, CA 95814

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

THE DBE GOAL FOR THIS PROJECT IS 7%.

CITY OF SACRAMENTO
Department of Public Works
DEPARTMENT OF PUBLIC WORKS
FEDERAL AID PROJECT NO.: BRLS-5002(144)
CITY CONTRACT NO.: T15115700

NOTICE TO BIDDERS

Sealed proposals and bids for the work entitled:

H Street Bridge Rehabilitation Project
(PN: T15135300)

will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, 915 I Street (Historic City Hall), 1st Floor, up to the hour of 2:00 P.M., **August 26, 2015** and will be publicly opened and read at 2:00 P.M., or as soon thereafter as business allows, in Hearing Room on 2nd Floor, 915 I Street (Historic City Hall).

General work description: This project provides for, in general, preventative maintenance on the H Street bridge over the American River. Work includes applying a deck seal, repairing damaged joints, adding an approach slab, paving conform, and other miscellaneous work

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

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

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

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

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

obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 1st Floor, Sacramento, CA 95814.

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

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

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

SEALED PROPOSAL AND BIDS
FOR
H STREET BRIDGE REHABILITATION PROJECT

Technical questions should be directed to the Department of Public Works, to the attention of the Project Manager, Josh Werner, 915 I Street, Room 2000, Sacramento, California, 95814, at jwerner@cityofsacramento.org or telephone (916) 808-8158.

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

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

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

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not

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

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

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).

H STREET BRIDGE REHABILITATION PROJECT
OVER THE AMERICAN RIVER
(BRIDGE NO: 24C-0076)

IN THE

CITY OF SACRAMENTO

City Project No: T15135300

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

Civil

5/13/14

Registered Civil Engineer

PROFESSIONAL ENGINEER
REGISTERED
Anthony C. Powers
No. 51772
Exp. 6/30/2014
CIVIL
STATE OF CALIFORNIA

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SPECIAL PROVISIONS

FOR

H STREET BRIDGE REHABILITATION PROJECT

FEDERAL AID PROJECT NO.: BRLS-5002(144)

CITY OF SACRAMENTO

CITY PROJECT NO.: (PN: T15135300)

SECTION NO. 1 - SPECIFICATIONS AND PLANS

The work herein shall be done in accordance with Sections 1 through 38 of the Standard Specifications for Public Works Construction, City of Sacramento, dated June 2007 and all updates to them, herein referred to as the City Standard Specifications. The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the City Standard Specifications. Unless otherwise specified herein, Sections 10 through 38 of the City Standard Specifications shall govern. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications for the items of work referenced.

Amendments to the State Standard Specifications set forth in these special provisions shall be considered as part of the State Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the State Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the referenced Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

For Specifications of a technical nature not covered by the City Standard Specifications or these Special Provisions, the May 2006 Standard Specifications and Standard Plans of the State of California Business and Transportation Agency Department of Transportation shall apply. In the State Standard Specifications and the State Standard Plans, all mention of the "State" shall be construed to mean the City of Sacramento.

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. State Standard Specifications

E. Other referenced specifications
F. State Standard Plans

The United States Standard Measures shall apply to this project.

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:

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

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

Engineer: The Director of Transportation 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 or Transportation Laboratory: Laboratories authorized by the Engineer to test materials and work involved in the contract.

State or State of California: The City of Sacramento.

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

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

State Standard Plans: The 2006 edition of the Standard Plans of the State of California, Department of Transportation.

State Standard Specifications: The 2006 edition of the Standard Specifications of the State of California, Department of Transportation and all updates to them.

City Standard Specifications: The June 2007 edition of the City of Sacramento Standard Specifications and all updates to them.

Attorney General: City Attorney, City of Sacramento

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

* END OF SECTION *

SECTION NO. 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "PROPOSAL REQUIREMENTS AND CONDITIONS," of the State Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "REQUIRED LISTING OF PROPOSED SUBCONTRACTORS," of the State Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "PROPOSAL GUARANTY," of the State Standard Specifications will be found following the signature page of the Proposal.

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

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2-1.015 FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

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

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal of 7%.

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

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

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

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

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

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

DBE Commitment Submittal

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

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

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

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

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

Good Faith Efforts Submittal

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

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation

within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

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

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

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

2-1.03 BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Bidders.

2-1.04 BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

* END OF SECTION *

SECTION NO. 3 - AWARD, AND EXECUTION OF CONTRACT

3-1.01 GENERAL

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

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

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

City Clerk's Office, New City Hall
915 I Street, 5th Floor, Sacramento, CA 95814

3-1.02 EXHIBIT 15-G - LOCAL AGENCY BIDDER DBE INFORMATION

Complete and sign Exhibit 15-G Local Agency Bidder DBE Commitment included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.

3-1.03 AGREEMENT AND BONDS

The Contractor shall provide signed agreement, insurance and all bonds upon notice of award and prior to award by the City Council.

3-1.04 CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

* END OF SECTION *

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

4-1.01 GENERAL

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work;" in Section 8-1.06 "Time of Completion;" and in Section 8-1.07, "Liquidated Damages;" of the State Standard Specifications and these special provisions.

4-1.02 BEGINNING OF WORK

The Contractor shall begin work within ten (15) working days of the date of the Notice to Proceed with Construction from the City of Sacramento.

4-1.03 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall diligently prosecute the work to completion before the expiration of **Sixty (60) working days** beginning on the tenth working day after receipt of the Notice to Proceed with Construction from the City. This completion includes all functional and acceptance tests to the satisfaction of the City.

The Contractor shall pay to the City of Sacramento a sum of **ONE THOUSAND NINE HUNDRED DOLLARS ($1900.00)** per day, as liquidated damages for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

4-1.04 DIFFERING SITE CONDITIONS

Contractor's Notification

Promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
   - Contract documents
   - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

* END OF SECTION *

SECTION NO. 5 - GENERAL

5-1.01 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.

5-1.02 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 rates must be documented through submission of certified payroll records for the prime contractor and lower tier subcontractors.

Each contractor and every lower-tier subcontractor will 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.

5-1.03 PUBLIC SAFETY

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

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

A. Excavations.—The near edge of the excavation is 10 feet or less from the edge of the lane, except:

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

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

C. Storage Areas.—Material or equipment is stored within 12 ft of the lane and the storage is not otherwise prohibited by the provisions of the City or State Standard Specifications and these special provisions.

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

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "TEMPORARY RAILING (TYPE K)," of the State Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2002 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

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

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the City or State Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

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

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

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

5-1.04 BUY AMERICA REQUIREMENTS.

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and section 1518 of MAP-21 of October 1, 2012, and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron

materials shall be considered a manufacturing process subject to the "Buy America" requirements.

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

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.05 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.

5-1.06 SUBCONTRACTOR AND DBE RECORDS

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor

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

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

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

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

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

Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own *forces* or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

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

11. Agency determines other documented good cause.

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

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

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

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

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

5-1.07 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.08 PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by the Contractor in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the State Standard Specifications, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

5--1.09 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the State Standard Specifications and these special provisions.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the State Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

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

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

5-1.10 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.

5-1.11 PROMPT PAYMENT OF WITHHELD FUNDS 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.

5-1.12 PARTNERING

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

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer within two (2) working days after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

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

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

5-1.13 PAYMENTS

Attention is directed to Section 8, "MEASUREMENT AND PAYMENT," and 8-7, "RELEASE AT TIME OF FINAL PAYMENT," of the City Standard Specifications and these special provisions. After acceptance of the contract pursuant to the provisions in Section 8-10, " FINAL PAYMENT TO TERMINATE LIABILITY OF CITY," 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.

Several items in the bid proposal are designated with either an (F) or (P), or a combination of these letters. The following paragraphs clarify the intent of these designations:

When an item of work is designated with an (F) in the Bid Proposal, the estimated quantity for that item shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminate. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for that item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Section 51-1.22, "Measurement," of the State Specifications. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated with an (F) in the Bid Proposal shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions show on the plans will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity. In case of discrepancy between the quantity shown in the Bid Proposal for each item of work designated with an (F), and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Bid Proposal.

When an item of work is designated with a (P) in the Bid Proposal, the item is eligible for partial payment for accepted materials delivered to and stored at the jobsite that have not yet been incorporated into the work as provided for in Section 9-1.06 of the State Specifications. In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

Handrailing

5-1.14 CONSTRUCTIONS STAKES

This work consists of furnishing and setting construction stakes and marks by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as specified in the City and State Standard Specifications and these Special Provisions.

Except as provided herein for establishment of horizontal and vertical control, all other specifications that require the establishment of lines and grades by the Engineer shall not apply to this contract.

The Contractor shall submit proposed procedures, methods, equipment, and typical stake markings to be used, in writing to the Engineer, before setting any stakes or marks. Construction staking shall be performed as necessary to control the work. Construction stakes and marks shall be furnished and set with accuracy adequate to assure that the completed work conforms to the lines, grades, and sections shown on the plans. Coordinates for centerlines or layout lines and

right-of-way lines, if required, will be furnished by the Engineer under separate documents to you for your use in performing the construction staking.

The Contractor shall make all computations necessary to establish the exact position of the work from control points. All computations, survey notes, and other records necessary to accomplish the work shall be neat, legible, and accurate. Copies of such computations, notes, and other records shall be furnished to the Engineer prior to beginning work that requires their use.

The Contractor shall remove construction stakes and any markings placed for the purpose of this project from the site of the work when no longer needed.

The Contractor shall protect all existing survey monuments and other survey markers during construction. All such monuments or markers destroyed during construction shall be replaced at the Contractor's expense.

Full compensation for conforming to the requirements of "Construction Stakes" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.15 QUALITY ASSURANCE

The City of Sacramento uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

The contractor may examine the records and reports of tests the City performs if they are available at the job site.

* END OF SECTION *

SECTION NO. 6 - (BLANK)

* END OF SECTION *

SECTION NO. 7 - WORKER'S COMPENSATION AND INSURANCE

7-1.01 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 the Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

7-1.02 COMPREHENSIVE AUTO AND GENERAL LIABILITY INSURANCE

The Contractor must provide sufficient broad coverage to include:

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

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

7-1.03 CERTIFICATE OF INSURANCE

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

7-1.04 WORKER'S COMPENSATION CERTIFICATE

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

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

7-1.05 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, the 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.

* END OF SECTION *

SECTION NO. 8 - MATERIALS

8-1 MISCELLANEOUS

8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the State Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

("length along the direction of travel" x "marker width")

1. Apex, Model 921AR (4" x 4")
2. Ennis Paint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH (3.1" x 4.5")
3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

1. Ennis Paint, Model 948 (2.3" x 4.7")
2. Ennis Paint, Model 944SB (2" x 4")*
3. Ray-O-Lite, Model 2002 (2" x 4.6")
4. Ray-O-Lite, Model 2004 (2" x 4")*

*For use only in 4.5 inch wide (older) recessed slots

Non-Reflective, 4-inch Round

1. Apex Universal (Ceramic)
2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
3. Glowlite, Inc. (Ceramic) and PP (Polypropylene)
4. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
5. Interstate Sales, "Diamond Back" (Polypropylene)
6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)
9. Ray-O-Lite, Ray-O-Dot (Polypropylene)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (180 days or less)

1. Vega Molded Products "Temporary Road Marker" (3" x 4")
2. Pexco LLC, Halftrack model 25, 26 and 35

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

1. Apex Universal, Model 932
2. Pexco LLC, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 270 ES
7. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)

1. Advanced Traffic Marking, Series 200
2. Brite-Line, "Series 100", "Deltaline TWR"
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2", "Director 2-Wet Reflective"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", Series 780 and Series 710
8. 3M Series A145, Removable Black Line Mask
   (Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"

(Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140
(Black Tape: for use only on Hot mix asphalt surfaces)

Preformed Thermoplastic (Heated in place)

1. Flint Trading Inc., "Hot Tape"
2. Flint Trading Inc., "Premark Plus"
3. Flint Trading Inc., "Flametape"

Ceramic Surfacing Laminate, 6" x 6"

1. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 66-inch

1. Pexco LLC, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CFRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM
5. GreenLine Model CGD1-66

Special Use Type, 66-inch

1. Pexco LLC, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)
9. Safe-Hit RT 360 Post with Soil Mount Anchor (GPS)
10. Shur-Tite Products, Shur-Flex Drivable

Surface Mount Type, 48-inch

1. Bent Manufacturing Company, Masterflex Model MFEX 180-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W
6. Flexible Marker Support, Flexistiff Model C-9484
7. Safe-Hit, SH 248 SMR

CHANNELIZERS

Surface Mount Type, 36-inch

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) MF-180-36 (Flat) and MFEX 180—36
2. Pexco LLC, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series
11. Flexible Marker Support, Flexistiff Model C-9484-36
12. Shur-Tite Products, Shur-Flex

Lane Separation System

1. Pexco LLC, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb
5. FG 300 Turnpike Curb
6. Shur-Tite Products, SHUR-Curb , Model No. SF0200

CONICAL DELINEATORS, 42-inch

(For 28-inch Traffic Cones, see State Standard Specifications)

1. Bent Manufacturing Company "T-Top", TDSC Series
2. Plastic Safety Systems "Navigator-42"
3. TrafFix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42
7. Custom-Pak 4600 (Part No. 93005-0001)
8. Plasticade, Navicade, 650 R1

OBJECT MARKERS

Type "K", 18-inch

1. Pexco LLC, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA

Type "Q" Object Markers, 24-inch

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Pexco LLC, Model FG324PE

3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA_WA and SH824GP3_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W
8. Safe-Hit, Dura-Post SHLQ-24"
9. Flexible Marker Support, IMC 9484-24

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

1. ARTUK, "FB"
2. Pexco LLC, Models PCBM-12 and PCBM-T12, PCBM 912
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9300

Non-Impactable Type

1. ARTUK, JD Series
2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
3. Vega Molded Products, Models GBM and JD
4. Plastic Vacuum Forming, "Cap-It C400"

METAL BEAM GUARD RAIL POST MARKERS

(For use to the left of traffic)

1. Pexco LLC, "Mini" (3" x 10"), I-Flex
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"

CONCRETE BARRIER DELINEATORS, 16-inch

(For use to the right of traffic)

1. Pexco LLC, Model PCBM T-16
2. Safe-Hit, Model SH216RBM
3. Three D Traffic Works "Roadguide" Model 9400

CONCRETE BARRIER-MOUNTED MINI-DRUM (10" x 14" x 22")

1. Stinson Equipment Company "SaddleMarker"

GUARD RAILING DELINEATOR

(Place top of reflective element at 48 inches above plane of roadway)

Wood Post Type, 27-inch

1. Pexco LLC, FG 427 and FG 527
2. Carsonite, Model 427

3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27
8. Shur-Tite Products, Shur-Tite Flat Mount
9. Glasforms, Hiway-Flex, GR-27-00

Barrier, Guardrail Visibility Enhancement

1. UltraGuard Safety System, Potters Industries, Inc.

Steel Post Type

1. Carsonite, Model CFGR-327

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

1. Avery Dennison T-6500 Series (For rigid substrate devices only)
2. Avery Dennison WR-7100 Series
3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
4. Reflexite, PC-1000 Metalized Polycarbonate
5. Reflexite, AC-1000 Acrylic
6. Reflexite, AP-1000 Metalized Polyester
7. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
8. 3M, High Intensity

Traffic Cones, 4-inch and 6-inch Sleeves

1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight", C85
3. 3M Series 3840, Series 3340
4. Avery Dennison S-9000C

Drums

1. Avery Dennison WR-6100
2. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
3. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
4. 3M Series 3810

Barricade Sheeting: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Nippon Carbide Industries, CN8117
2. Avery Dennison, W 1100 series
3. 3M Series CW 44

Barricade Sheeting: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, W-2100 Series

Barricade Sheeting: Type IV, High Intensity (Typically Unmetalized Microprismatic Retroreflective Element)

1. 3M Series 3334/3336

Vertical Clearance Signs: Structure Mounted

1. 3M Model 4061, Diamond Grade DG3, Fluorescent Yellow

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, T-2500 Series
2. Nippon Carbide Industries, Nikkalite 18000

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series
4. Changzhou Hua R Sheng, Series TM 1200
5. Oracal, Oralite Series 5800

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-6500 Series
2. Nippon Carbide Industries, Crystal Grade, 94000 Series
3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
4. 3M Series 3930 and Series 3924S

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-7500 Series
2. Avery Dennison, T-7511 Fluorescent Yellow
3. Avery Dennison, T-7513 Fluorescent Yellow Green
4. Avery Dennison, W-7514 Fluorescent Orange
5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)

1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series
5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange
7. Avery Dennison, T-9511 Fluorescent Yellow

Signs: Type XI, Very High Intensity (Typically Unmetallized Microprismatic Element)

1 3M Diamond Grade, DG3, Series 4000
2. 3M Diamond Grade, DG3, Series 4081, Fluorescent Yellow
3. 3M Diamond Grade, DG3, Series 4083, Fluorescent Yellow/Green
4. 3M Diamond Grade, DG3, Series 4084, Fluorescent Orange
5. Avery Dennison, OmniCube, T-11500 Series
6. Avery Dennison, OmniCube, T-11511, Fluorescent Yellow
7. Avery Dennison, OmniCube, T-11513, Fluorescent Yellow Green
8. Avery Dennison, OmniCube, W-11514 Fluorescent Orange

SPECIALTY SIGNS

1. Reflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

ALTERNATIVE SIGN SUBSTRATES

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Inteplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)

Aluminum Composite, Temporary Construction Signs and Permanent Signs up to 4 foot, 7 Inches

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpolic 350
3. Bone Safety Signs, Bone Light ACM (temporary construction signs only)
4. Kommerling, USA, KomAlu 3 mm

8-1.02 FILTER FABRIC

Filter fabric for structure approach drainage must be Class A as specified in Section 88-1.02, "Filtration," of the State Standard Specifications.

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the State Standard Specifications and these special provisions.

STRENGTH DEVELOPMENT TIME

The time allowed to obtain the minimum required compressive strength as specified in Section 90-1.01, "Description," of the State Standard Specifications will be 56 days when the Contractor chooses cementitious material that satisfies the following equation:

$$\frac{(41 \times UF) + (19 \times F) + (11 \times SL)}{TC} \geq 7.0$$

Where:

F = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N, including the amount in blended cement, pounds per cubic yard. F is equivalent to the sum of FA and FB as defined in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the State Standard Specifications

SL = GGBFS, including the amount in blended cement, pounds per cubic yard

UF = Silica fume, metakaolin, or UFFA, including the amount in blended cement, pounds per cubic yard

TC = Total amount of cementitious material used, pounds per cubic yard

For concrete satisfying the equation above, the Contractor shall test for the modulus of rupture or compressive strength specified for the concrete involved, at least once every 500 cubic yards, at 28, 42, and 56 days. The Contractor shall submit test results to the Engineer and the Transportation Laboratory, Attention: Office of Concrete Materials.

SUPPLEMENTARY CEMENTITIOUS MATERIALS

The Contractor may use rice hull ash as a supplementary cementitious material (SCM) to make minor concrete. Rice hull ash shall conform to the requirements in AASHTO Designation: M 321 and the following chemical and physical requirements:

Chemical Requirements	Percent
Silicon Dioxide (SiO_2) [a]	90 min.
Loss on ignition	5.0 max.
Total Alkalies (as Na_2O) equivalent	3.0 max.

Physical Requirements	Percent
Particle size distribution Less than 45 microns Less than 10 microns	 95 50
Strength Activity Index with portland cement [b] 7 days 28 days	 95 (minimum % of control) 110 (minimum % of control)
Expansion at 16 days when testing job materials in conformance with ASTM C 1567 [c]	0.10 max.
Surface Area when testing by nitrogen adsorption in conformance with ASTM D 5604	40.0 m^2/g min.

Notes:
[a] A maximum of 1.0% of the SiO_2 may exist in crystalline form.
[b] When tested in conformance with the requirements for strength activity testing of silica fume in AASHTO Designation: M 307
[c] In the test mix, Type II or Type V portland cement shall be replaced with at least 12% RHA by weight.

For the purposes of calculating cementitious material requirements in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the State Standard Specifications and these special provisions, rice hull ash is considered to be represented by the variable *UF*.

8-2.02 RAPID STRENGTH CONCRETE FOR STRUCTURES

GENERAL

Summary

This section includes specifications for rapid strength concrete (RSC) for structures. RSC shall be used for structure approach slabs, concrete pavement transition panels, and paving notch extensions.

Definitions

Opening age: The age at which the concrete will achieve the specified strength for opening to public or construction traffic.

Submittals

Mix Design

Submit the RSC mix design at least 10 days before use. If a trial slab is required, submit the RSC mix design at least 10 days before constructing the trial slab. Include the following in the submittal:

1. Compressive strength test results for prequalification of RSC at age of break, at 3 days, and at 28 days
2. Opening age
3. Proposed aggregate grading
4. Mix proportions of cementitious material, aggregate, and water
5. Types and amounts of chemical admixtures, if used
6. Range of ambient temperatures over which the mix design will achieve the required minimum compressive strength
7. Source of materials

Volumetric Proportioning

When using volumetric proportioning, submit the following:

1. Aggregate moisture test results
2. Log of production data

Certificate of Compliance

Submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications with each delivery of aggregate, cementitious material, and admixtures used for calibration tests. Include certified copies of the weight of each delivery.

The Certificate of Compliance must state that the source of materials used for the calibration tests is from the same source as to be used for the planned work. The Certificate of Compliance must be signed by an authorized representative.

Quality Control and Assurance

Prequalification of RSC

Prequalification of a RSC mix design includes determining the opening age and achieving the minimum specified 28-day compressive strength.

Prequalify RSC under the specifications for prequalification of concrete specified by compressive strength in Section 90-9.01, "General," of the State Standard Specifications. Determine the opening age as follows:

1. Fabricate at least 5 test cylinders to be used to determine the age of break.
2. Immediately after fabrication of the 5 test cylinders, store the cylinders in a temperature medium of 70 ± 3 °F until the cylinders are tested.
3. Determine the age of break to achieve an average strength of the 5 test cylinders of not less than 1200 psi. Not more than 2 test cylinders may have a strength of less than 1150 psi.
4. The opening age is the age of break plus 1 hour.

Weighmaster Certifications

Weighmaster certificates for RSC, regardless of the proportioning method used, must include all information necessary to trace the manufacturer and manufacturer's lot number for the cement being used. When proportioned into fabric containers, the weighmaster certificates for the cement must contain the date of proportioning, location of proportioning, and actual net draft weight of the cement. When proportioned at the job site from a storage silo, the weighmaster certificates must contain the date of proportioning, location of proportioning, and the net draft weight of the cement used in the load.

MATERIALS

General

RSC must comply with one of the following:

1. Concrete made with portland cement. The concrete must comply with Section 90, "Portland Cement Concrete," of the State Standard Specifications. Type III cement may be used.
2. Concrete made with any cement that complies with the definition of hydraulic cement or blended hydraulic cement in ASTM C 219. The concrete must comply with Section 90, "Portland Cement Concrete," of the State Standard Specifications, except that:

   2.1. Cementitious material must comply with the following:

Test Description	Test Method	Requirement
Contraction in Air	California Test 527, w/c ratio = 0.39±0.010	0.053%, max.
Mortar Expansion in Water	ASTM C 1038	0.04%, max.
Soluble Chloride*	California Test 422	0.05%, max.
Soluble Sulfate*	California Test 417	0.30%, max.
Thermal Stability	California Test 553	90%, min.
Compressive Strength @ 3 days	ASTM C 109	2500 psi

*Test is to be done on a cube specimen fabricated in conformance with the requirements in ASTM C 109, cured at least 14 days, and then pulverized so that 100% passes the No. 50 sieve.

   2.2. Citric acid or borax may be used if requested in writing by the cement manufacturer and a sample is submitted to the Engineer. Chemical admixtures, if used, must be included when testing for requirements listed in the table above.

RSC must have a minimum 28-day compressive strength of 3600 psi, except that RSC placed in bridge decks must have a minimum 28-day compressive strength of 4500 psi and must comply with the shrinkage limitations as specified for bridge deck concrete in Section 90-1.01, "Description," of the State Standard Specifications.

Supplementary cementitious material is not required.

Penetration requirements of Section 90-6.06, "Amount of Water and Penetration," of the State Standard Specifications do not apply.

CONSTRUCTION

General

RSC may be proportioned and placed by a volumetric mixer.

Volumetric Proportioning

RSC proportioned by a volumetric mixer must comply with the requirements specified herein.

Proportion liquid admixtures under Section 90-4.10, "Proportioning and Dispensing Liquid Admixtures," of the State Standard Specifications, except proportion liquid admixtures with a meter.

Batch-mixer trucks must proportion cement, water, aggregate, and additives by volume. Aggregate feeders must be connected directly to the drive on the cement vane feeder. The cement feed rate must be tied directly to the feed rate for the aggregate and other ingredients. Only change the ratio of cement to aggregate by changing the gate opening for the aggregate feed. The drive shaft of the aggregate feeder must have a revolution counter reading to the nearest full or partial revolution of the aggregate delivery belt.

Proportion aggregate with a belt feeder operated with an adjustable cutoff gate delineated to the nearest quarter increment. The gate opening height must be readily determinable. Proportion cement by any method that complies with the accuracy tolerance specifications. Proportion water with a meter under Section 9-1.01, "Measurement of Quantities," of the State Standard Specifications.

Calibrate the cutoff gate for each batch-mixer truck used and for each aggregate source. Calibrate batch-mixer trucks at 3 different aggregate gate settings that are commensurate with production needs. Perform at least 2 calibration runs for each aggregate gate.

Individual aggregate delivery rate check-runs must not deviate more than 1.0 percent from the mathematical average of all runs for the same gate and aggregate type. Each test run must be at least 1,000 pounds.

At the time of batching, dry and drain aggregates to a stable moisture content. Do not proportion aggregates with visible separation of water from the aggregate during proportioning. At the time of batching, the free moisture content of fine aggregate must not exceed 8 percent of its saturated, surface-dry weight.

If the proportioning plant has separate supplies of the same size group of aggregate with different moisture content, specific gravity, or surface characteristics affecting workability, exhaust 1 supply before using another supply.

Cover rotating and reciprocating equipment on batch-mixer trucks with metal guards.

Individual cement delivery rate check-runs must not deviate more than 1.0 percent of the mathematical average of 3 runs of at least 1,000 pounds each.

When the water meter operates between 50 percent and 100 percent of production capacity, the indicated weight of water delivered must not differ from the actual weight delivered by more than 1.5 percent for each of 2 runs of 75 gallons. Calibrate the water meter under California Test 109. The water meter must be equipped with a resettable totalizer and display the operating rate.

Conduct calibration tests for aggregate, cement, and water proportioning devices with a platform scale located at the calibration site. Platform scales for weighing test-run calibration material must have a maximum capacity of 2.75 tons with maximum graduations of 1 pound. Error test the platform scale within 8 hours of calibrating the batch-mixer truck proportioning devices. Perform error-testing with test weights under California Test 109. Furnish a witness scale that is within 2 graduations of the test weight load. The witness scale must be available for use at the production site throughout the production period. Equipment needed for the calibration of proportioning systems must remain available at the production site throughout the production period.

The batch-mixer truck must be equipped so that accuracy checks can be made. Recalibrate proportioning devices every 90 days after production begins or when you change the source or type of any ingredient.

A spot calibration is calibration of the cement proportioning system only. Perform a 2-run spot calibration each time 55 tons of cement passes through the batch-mixer truck. If the spot calibration shows the cement proportioning system does not comply with the specifications, complete a full calibration of the cement proportioning system before you resume production.

Locate cement storage immediately before the cement feeder. Equip the system with a device that automatically shuts down power to the cement feeder and aggregate belt feeder when the cement storage level is less than 20 percent of the total volume.

Determine aggregate moisture under California Test 223 at least every 2 hours during proportioning and mixing operations. Record aggregate moisture determinations and submit them at the end of each production shift.

Equip each aggregate bin with a device that automatically shuts down the power to the cement feeder and the aggregate belt feeder when the aggregate discharge rate is less than 95 percent of the scheduled discharge rate.

Proportioning device indicators must be in working order before beginning proportioning and mixing operations and must be visible when standing near the batch-mixer truck.

Identifying numbers of batch-mixer trucks must be at least 3 inches in height, and be located on the front and rear of the vehicle.

Mix volumetric proportioned RSC in a mechanically operated mixer. You may use auger-type mixers. Operate mixers uniformly at the mixing speed recommended by the manufacturer. Do not use mixers that have an accumulation of hard concrete or mortar.

Do not mix more material than will permit complete mixing. Reduce the volume of material in the mixer if complete mixing is not achieved. Continue mixing until a homogeneous mixture is produced at discharge. Do not add water to the RSC after discharge.

Do not use equipment with components made of aluminum or magnesium alloys that may have contact with plastic concrete during mixing or transporting of RSC.

The Engineer determines uniformity of concrete mixtures by differences in penetration measurements made under California Test 533. Differences in penetration are determined by comparing penetration tests on 2 samples of mixed concrete from the same batch or truck mixer load. The differences must not exceed 5/8 inch. Submit samples of freshly mixed concrete. Sampling facilities must be safe, accessible, clean, and produce a sample that is representative of production. Sampling devices and sampling methods must comply with California Test 125.

Do not use ice to cool RSC directly. If ice is used to cool water used in the mix, it must be melted before entering the mixer.

Proportion and charge cement into a mixer such that there is no variance of the required quantity of cement due to wind, accumulation on equipment, or other conditions.

Each mixer must have metal plates that provide the following information:

1. Designed usage
2. Manufacturer's guaranteed mixed concrete volumetric capacity
3. Rotation speed

The device controlling the proportioning of cement, aggregate, and water must produce production data. The production data must be captured at 15-minute intervals throughout daily production. Each capture of production data represents production activity at that time and is not a summation of data. The amount of material represented by each production capture is the amount produced in the period from 7.5 minutes before to 7.5 minutes after the capture time. Submit the daily production data in electronic or printed media at the end of each production shift. Report the data including data titles in the following order:

1. Weight of cement per revolution count
2. Weight of each aggregate size per revolution count
3. Gate openings for each used aggregate size
4. Weight of water added to the concrete per revolution count
5. Moisture content of each used aggregate size
6. Individual volume of other admixtures per revolution count
7. Time of day
8. Day of week
9. Production start and stop times

10. Batch-mixer truck identification
11. Name of supplier
12. Specific type of concrete being produced
13. Source of the individual aggregate sizes
14. Source, brand, and type of cement
15. Source, brand and type of individual admixtures
16. Name and signature of operator

You may input production data by hand into a pre-printed form or it may be captured and printed by the proportioning device. Present electronic media containing recorded production data in a tab delimited format on a CD or DVD. Each capture of production data must be followed by a line-feed carriage-return with sufficient fields for the specified data.

Curing Concrete

For RSC made with a proprietary cement, the curing method must be as recommended by the manufacturer of the cement and as approved by the Engineer.

For RSC made using portland cement concrete, you must:

1. Cure the concrete using the curing compound method under Section 90-7.03, "Curing Structures," of the State Standard Specifications. Fogging of the surface with water after the curing compound has been applied will not be required.
2. Repair immediately any damage to the film of the curing compound with additional compound. Do not repair damage to the curing compound after the concrete is opened to public traffic.
3. Cover the surface with an insulating layer or blanket when the ambient temperature is below 65 °F during the curing period. The insulation layer or blanket must have an R-value rating given in the table below. A heating tent may be used in lieu of or in combination with the insulating layer or blanket:

R-Value Ratings

Temperature Range During Curing Period	R-value, minimum
55 °F to 65 °F	1
45 °F to 55 °F	2
39 °F to 45 °F	3

If compressive strength tests are performed in the field showing that the concrete has achieved 1200 psi, you may open the lane to traffic at the age of break. Perform the compressive strength tests under the provisions for sampling and testing cylinders in Section 90-9.01, "General," of the State Standard Specifications. The decision to use this option must be made in writing to the Engineer before beginning construction.

SECTION 8-3. WELDING

8-3.1 WELDING

GENERAL

Unless otherwise specified, Section 8-3, "Welding," shall apply to any welding that is specified to conform to an AWS welding code.

Requirements of the AWS welding codes shall apply unless otherwise specified in the State Standard Specifications, on the plans, or in these special provisions. Wherever the abbreviation AWS is used, it shall be equivalent to the abbreviations ANSI/AWS or AASHTO/AWS.

Wherever reference is made to the following AWS welding codes in the State Standard Specifications, on the plans, or in these special provisions, the year of adoption for these codes shall be as listed:

AWS Code	Year of Adoption
D1.1	2008
D1.3	2008
D1.4	2005
D1.5	2008
D1.6	2007
D1.8	2009

Flux cored welding electrodes conforming to the requirements of AWS A5.20 E6XT-4 or E7XT-4 shall not be used to perform welding for this project.

Unless otherwise specified, Clause 6.1.3 of AWS D1.1, paragraph 1 of Section 7.1.2 of AWS D1.4, and Clause 6.1.1.2 of AWS D1.5, are replaced with the following:

The QC Inspector shall be the duly designated person who acts for and on behalf of the Contractor for inspection, testing, and quality related matters for all welding.

Quality Assurance (QA) is the prerogative of the Engineer. The QA Inspector is the duly designated person who acts for and on behalf of the Engineer.

The QC Inspector shall be responsible for quality control acceptance or rejection of materials and workmanship.

When the term "Inspector" is used without further qualification, it shall refer to the QC Inspector.

Inspection and approval of all joint preparations, assembly practices, joint fit-ups, welding techniques, and the performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day welding is performed. For each inspection, including fit-up, Welding Procedure Specification (WPS) verification, and final weld inspection, the QC Inspector shall confirm and document compliance with the requirements of

the AWS or other specified code criteria and the requirements of these special provisions on all welded joints before welding, during welding, and after the completion of each weld.

The Engineer shall have the authority to verify the qualifications or certifications of any welder, QC Inspector, or NDT personnel to specified levels by retests or other means approved by the Engineer.

When joint weld details that are not prequalified to the details of Clause 3 of AWS D1.1 or to the details of Figure 2.4 or 2.5 of AWS D1.5 are proposed for use in the work, the joint details, their intended locations, and the proposed welding parameters and essential variables, shall be approved by the Engineer. The Contractor shall allow the Engineer 15 days to complete the review of the proposed joint detail locations.

In addition to the requirements of AWS D1.1, welding procedure qualifications for work welded in conformance with this code shall conform to the following:

When a nonstandard weld joint is to be made using a combination of WPSs, a single test may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 4.5.

Upon approval of the proposed joint detail locations and qualification of the proposed joint details, welders and welding operators using these details shall perform a qualification test plate using the WPS variables and the joint detail to be used in production. The test plate shall have the maximum thickness to be used in production and a minimum length of 18 inches. The test plate shall be mechanically and radiographically tested. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

The Engineer will witness all qualification tests for WPSs that were not previously approved by the Department.

In addition to the requirements specified in the applicable code, the period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. If welding will be performed without gas shielding, then qualification shall also be without gas shielding. Excluding welding of fracture critical members, a valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's or welding operator's work remains satisfactory.

The Contractor shall notify the Engineer 7 days prior to performing any procedure qualification tests. Witnessing of qualification tests by the Engineer shall not constitute approval of the intended joint locations, welding parameters, or essential variables. The Contractor shall notify the Engineer using the "Standard TL-38 Inspection Form" located at:

http://www.dot.ca.gov/hq/esc/Translab/OSM/smbforms.htm

Clause 6.14.6, "Personnel Qualification," of AWS D1.1, Section 7.8, "Personnel Qualification," of AWS D1.4, and Clause 6.1.3.4, "Personnel Qualification," of AWS D1.5 are replaced with the following:

Personnel performing nondestructive testing (NDT) shall be qualified and certified in conformance with the requirements of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the guidelines of the ASNT Recommended Practice No. SNT-TC-1A. Individuals who perform NDT, review the results, and prepare the written reports shall be either:

A. Certified NDT Level II technicians, or;
B. Level III technicians who hold a current ASNT Level III certificate in that discipline and are authorized and certified to perform the work of Level II technicians.

Clause 6.6.5, "Nonspecified NDT Other than Visual," of AWS D1.1, Section 7.6.5 of AWS D1.4 and Clause 6.6.5 of AWS D1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS or other specified welding codes, in the State Standard Specifications, or in these special provisions. Except as provided for in these special provisions, additional NDT required by the Engineer, and associated repair work, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications. Prior to release of welded material by the Engineer, if testing by NDT methods other than those originally specified discloses an attempt to defraud or reveals a gross nonconformance, all costs associated with the repair of the deficient area, including NDT of the weld and of the repair, and any delays caused by the repair, shall be at the Contractor's expense. A gross nonconformance is defined as the sum of planar type rejectable indications in more than 20 percent of the tested length.

When less than 100 percent of NDT is specified for any weld, it is expected that the entire length of weld meet the specified acceptance-rejection criteria. Should any welding deficiencies be discovered by additional NDT directed or performed by the Engineer that utilizes the same NDT method as that originally specified, all costs associated with the repair of the deficient area, including NDT of the weld and of the weld repair, and any delays caused by the repair, shall be at the Contractor's expense.

Repair work to correct welding deficiencies discovered by visual inspection directed or performed by the Engineer, and any associated delays or expenses caused to the Contractor by performing these repairs, shall be at the Contractor's expense.

PAYMENT

Full compensation for conforming to the requirements of "Welding" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

* END OF SECTION *

SECTION NO. 9 - GENERAL REQUIREMENTS

9-1 SCOPE AND LOCATION OF WORK

These Special Provisions cover, in general, the following improvements:

General Work Description: The project, in general, consists of repairing deck joints on the bridge, replacing the approach slab at the east abutment, installing an approach slab at the west abutment, removing an AC overlay from a portion of the bridge deck, milling and replacing asphalt concrete approach pavement, repair of deteriorated concrete overhang brackets (Spans 1 and 2), treating portions of the bridge deck with High Molecular Weight Methacrylate, and replacement of portions of the approach sidewalks and tubular handrailing. The work will include maintenance of traffic, demolition work, minor earthwork associated with approach slab construction, structure concrete, concrete patching, epoxy crack injection, reinforcing steel placement, bridge barrier, handrail, placement of asphalt, erosion control, signing and striping and landscape mitigation planting.

The H St. Bridge (Bridge No: 24C-076) is a multi-span steel truss, reinforced concrete T-beam and precast, prestressed T-beam structure that carries pedestrian, bicycle, and vehicular traffic over the American River. The steel truss spans and westerly approach spans were constructed in 1932, while the easterly approach spans were constructed in 1992. It is located on H St., between Howe Ave. and 56th Street in Sacramento, California. Portions of the existing steel expansion joints have fractured and broken loose and will be removed. The existing 10-ft approach slab at Abutment 15 has lost support and moves under traffic; it will be replaced with a 30-ft approach slab to improve the transition from the approach roadway to the bridge. Similarly, at Abutment 1, a 30-ft approach slab will be added where none currently exists.

The extent of the concrete removal, and concrete patching at the joints and overhang brackets as depicted on the drawings, is not intended to be all-inclusive. Actual limits for the work will be defined by the Engineer, based on field observation as the work progresses. Full compensation for work not covered under the proposal items described herein shall be paid for as "additional work".

9-2 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 Joshua Werner of the City of Sacramento, Department of Public Works, 915 I Street, Sacramento, CA 95814, (916) 808-8158, FAX (916) 808-7903.

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 at least seven (7) calendar days prior to the bid opening date.

9-3 COMPLETION TIME

The Contractor shall complete all work with the time set forth in the agreement and as specified in Section 7-8, "Time of Completion," of the City Standard Specifications and these special provisions.

The time limit for completion of all work is **Sixty (60) working days** from the tenth working day after receipt of the Notice to Proceed with Construction. The anticipated Notice to Proceed with Document Submittal date is in December 2015 and anticipated Notice to Proceed with Construction is in December 2015. Construction outside of the channel may be carried out during the rainy season. No claim of any kind will be considered due to winterization and necessary protection of all work from inclement weather.

The Contractor shall pay liquidated damages as specified in Section 4 of these special provisions for failure to finish the work within the specified number of working days.

The Engineer shall furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week and the total number of working days charged to date as specified in the Section 7-8 of the City Standard Specifications.

9-4 TIME OF AWARD

Time of award shall be in conformance with Section 3-2 of the City Standard Specifications and these special provisions.

The Contractor shall provide bonds and sign the agreement upon notice of intent to award by the City and prior to the scheduled City Council award date.

9-5 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "ORDER OF WORK," of the State Standard Specifications and these special provisions.

The first order of work shall be to submit a Baseline Progress Schedule, a Notice of Materials to be Used and a Bridge Removal Plan.

BASELINE PROGRESS SCHEDULE

The Contractor shall submit to the Engineer for approval a baseline progress schedule as specified in Section 8-1.04, "Progress Schedule," of the State Standard Specifications and these special provisions.

Full compensation for developing and maintaining the progress schedule will be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefore.

Prior to placing asphalt concrete, the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the asphalt concrete has been placed. After completion of the paving operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer.

The Contractor shall so conduct their operations as to cause the least possible obstruction and inconvenience to the public. The Contractor will be solely responsible for conditions of the project site, including safety of all persons and property during the performance of this work. This requirement will apply continuously and not be limited to normal working hours.

At the end of each working day if a difference in excess of 0.2 foot exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price bid for the materials involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

9-6 WORKS AFFECTING THE PUBLIC RIGHTS-OF-WAY

The Contractor shall refer to the City of Sacramento, Ordinance No. 2002 004, adopted and in effect as of March 19, 2002. Knowledge of, and compliance with, the provisions of this

ordinance is required. Copies of this ordinance are available at the reception desk on the 1st floor of 927 10th Street, Sacramento, CA 95814 2702. The provisions of this contract require compliance with all City, State and Federal laws. Reference is made to this particular ordinance only because it may have significant impacts to construction operations, and associated traffic control, and it has only recently been adopted. The ordinance establishes criteria and restrictions as it relates to maintenance, damage, traffic control, construction noise, and various other issues on, or related to, a construction project or other permitted work within the City limits. It further establishes administrative penalties, in the order of $500, for each violation of the provisions of the ordinance.

9-7 PERMITS AND EASEMENTS

All of the work to be performed is within City owned property or within the Street right of way, with the exception of temporary construction easements on other agency properties where shown on the plans.

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

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

9-8 COST REDUCTION INCENTIVE

The Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the total cost of construction in conformance with the provisions in Section 5-1.14, "COST REDUCTION INCENTIVE," of the State Standard Specifications and these special provisions.

9-9 REVIEW OF CONTRACTOR'S INFORMATION

Where specified in these Special Provisions, the Contractor shall prepare or secure, and submit for review, six (6) copies of any plan, calculation, drawing, or information regarding materials and equipment, except that ten (10) copies of falsework drawings shall be provided.

Unless otherwise specified in these special provisions, within 15 working days after receipt of the submittal, the Engineer will return two (2)-marked copies indicating one (1) of the following four (4) actions:

1. If review and checking indicates no exceptions, copies will be returned marked "NO EXCEPTIONS TAKEN" and work may begin immediately upon incorporating the material and equipment covered by the submittal into the work.
2. If review and checking indicates limited corrections are required, copies will be returned marked "MAKE CORRECTIONS NOTED." Work may begin immediately on

incorporating into the work the material and equipment covered by the corrected submittal.

3. If review and checking indicates insufficient or incorrect data has been submitted, copies will be returned marked "REVISE AND RESUBMIT." No work may begin on incorporating the material and equipment covered by this submittal into the work until the submittal is revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
4. If review and checking indicates the material and equipment submittal is unacceptable, copies will be returned and market "REJECTED." No work may begin on incorporating the material and equipment covered by this submittal into the work until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

9-10 COORDINATION

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

The Contractor shall coordinate their operations with the following:

1. Media and Communications Specialist, Linda Tucker (808-7523).

In addition, unless otherwise required by these special provisions, a minimum of ten (10) calendar days prior to commencing work, the Contractor shall coordinate their operations with the following as needed:

State of California
Division of Occupational Safety and Health (CALOSHA).....(916) 263-2800
Department of Fish and Wildlife.....(916) 358-2900
Central Valley Regional Water Quality Control Board (CVRWQCB).....(916) 464-3291

Sacramento Regional Transit District
Customer Service.....(916) 321-2826

Federal Government
Army Corps of Engineers (ACOE).....(916) 557-5100

American River Flood Control District
Agency responsible for flood control and levee maintenance. Contact: Gary Hester
Located at 165 Commerce Circle, Suite D, Sacramento, CA 95815 .....(916) 929-4006

Sacramento Municipal Utility District (SMUD)
The Contractor shall contact Gene Hoppes, SMUD Distribution Services, at (916) 732-5276 forty eight hours (48) before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured.

Underground Service Alert
The Contractor shall contact Underground Service Alert (USA), at 1-800-227-2600, a minimum of three (3) working days but not more than 14 calendar days prior to any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

Coordination costs shall be considered as included in the prices paid for the various contract items of work involved and no separate payment or additional compensation will be allowed therefor.

9-11 RECORD DRAWINGS

The Contractor shall maintain a neatly and accurately marked set of record drawings showing the final elevations, location and/or layout of all improvements constructed, modified and/or adjusted. This shall include, but not be limited to, all civil, mechanical, electrical, instrumentation piping, conduit, structures, and pumping facilities. Drawings shall be kept current weekly, showing all work instructions, field modifications and change orders. Drawings shall be subject to the inspection of the Engineer at all times. Progress payments may be withheld, or portions thereof, if drawings are not accurate and current. Prior to acceptance of the

work, the Contractor shall deliver to the Engineer two (2) sets of neatly marked record drawings accurately showing the information required above.

No separate payment will be made to the Contractor for maintaining record drawings. Upon the completion of project, the Contractor shall submit "as-built" drawings to the Engineer. The drawing shall completely reflect the work done on site and to the Engineer's satisfaction. If the Contractor fails to submit the drawings or fails to complete the drawings in a satisfactory manner, the Engineer may hold back retention release and reduce an appropriate amount at the Engineer's sole direction to prepare the "as built" drawings. The cost of such work shall be included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

9-12 CERTIFICATE OF COMPLIANCE

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

The Certificate of Compliance shall be provided to the Engineer at the Contractor's expense. Failure to provide certifications of compliance will be cause to withhold payment for items of work requiring material certification.

9-13 STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall be stored so as to insure the preservation of their quality and fitness for the work. Equipment and materials shall be located so as to facilitate inspection. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the City. The Contractor must obtain written permission for storing material and equipment on private property. A copy of the written permission shall be given to the Engineer prior to use of the private property. Furthermore, upon completing use of private property, the Contractor shall submit to the Engineer a signed notice from the property owner that the site has been left in an acceptable condition to him/her.

The Contractor shall submit a plan to the Engineer for approval prior to commencing work, which shows where materials and equipment will be stored within the public right-of-way during work and non-work hours. The plan shall maintain access to driveways and minimize impacts to residents and the general public and shall be approved by the Engineer prior to commencing work.

- The Contractor shall restrict all construction activities to the project region.

- The Contractor shall prepare an Accidental Spill Prevention and Cleanup Plan to be included in the Storm Water Pollution Prevention Plan to address the refueling and maintenance of equipment as specified in Water Pollution Control in these special provisions. This plan will

include requiring that spill control absorbent materials be present onsite and available at all times.

- The Contractor shall inspect all equipment for leaks on a daily basis. Any equipment found to be leaking oil or gasoline or other fluid will be immediately removed from the work site and leaked oil or gasoline will be cleaned up.

- In order to minimize fluid leaks during operation, refueling, and maintenance of stationary equipment, the Contractor shall place spill control absorbent material under all stationary equipment to capture all potential leaks.

The "Protection of Trees" provision of these specifications shall apply to storage of materials and equipment on private property.

9-14 OPERATIONS AND MAINTENANCE OF EQUIPMENT

Construction equipment shall be maintained and tuned at the interval recommended by the manufacturers. No piece of equipment shall be left to idle for more than 30 minutes. On-site vehicle speeds shall be limited to 15-miles per hour.

The Contractor shall strictly comply with the City Code Chapter 66.02 for noise control.

This specification in no way relieves the Contractor from operations and maintenance requirements, noise standards, and responsibilities of State Specifications or Federal, State or Local regulations.

9-15 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

Implementation of improvements may require the removal and disposal of yellow traffic stripe and pavement marking materials (paint, thermoplastic, permanent tape, and temporary tape). Yellow paints made prior to 1995 may exceed hazardous waste criteria under Title 22, California Code of Regulations, and require disposal in an approved disposal site.

The contractor shall conduct lead-based paint and asbestos containing material surveys utilizing a certified consultant prior to the modification of the existing H Street Bridge structure.

Prior to construction, environmental and worker protection requirements under Title 8, Section 1532.1 will be implemented. This includes soil sampling to establish soil lead levels, a lead compliance plan, and lead awareness training.

Prior to construction, the contractor shall sample and test soils within the project impact area, which will be disturbed for construction, to determine the possible presence and levels for total lead from aerially deposited lead (ADL) or lead contaminated soils. If the total lead values are above the CAM 17 threshold of 1,000 ppm, then the sample should be tested using the wet test method. If the soil samples exceed hazardous waste criteria under State or Federal standards,

they are to be disposed of at an approved disposal site. The contaminated lead will be handled in a manner that meets both State and Federal standards.

For waste containing metals, the waste is classified as California hazardous when: 1) the total metal content exceeds the respective Total Threshold Limit concentration (TTLC); or 2) the soluble metal content exceeds the respective Soluble Threshold Limit Concentration (STLC) based on the standard Waste Extraction Test (WET). A waste may have the potential of exceeding the STLC when the waste's total metal content is greater than or equal to ten times the respective STLC value, since the WET uses a 1:10 dilution ratio. Hence, when a total metal is detected at a concentration greater than or equal to ten times the respective STLC, and assuming that 100 percent of the total metals are soluble, soluble metal analysis is required. A material is classified as RCRA hazardous, or Federal hazardous, when the soluble metal content exceeds the Federal regulatory level based on the Toxicity Characteristic Leaching Procedure (TCLP). The TTLC value for lead is 1,000 milligrams per kilogram (mg/kg). The STLC and TCLP values for lead are both 5.0 milligrams per liter (mg/l) (for lead TTLC is run on all samples, STLC or WET is run on all samples exceeding 50 mg/l TTLC and TCLP is run on all samples exceeding 1000 mg/l TTLC). The above regulatory criteria are based on chemical concentrations. Wastes may also be classified as hazardous based on other criteria such as ignitability and corrosivity; however, for the purposes of this investigation, toxicity (i.e., lead concentrations) is the primary factor considered for waste classification since waste generated during the construction activities would not likely warrant testing for ignitability or corrosivity. Waste that is classified as either California-hazardous or RCRA hazardous requires management as a hazardous waste.

Prior to construction, the contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling removed yellow thermoplastic and yellow paint residue. Personal protective equipment, training, and washing facilities required by the Contractor's Lead Compliance Plan should be supplied by the Contractor.

Prior to removing yellow thermoplastic and yellow painted traffic stripe and pavement marking, personnel who have no prior training should complete a safety training program provided by the Contractor that meets state and federal requirements.

In the event hazardous or contaminated materials, including groundwater, 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, contact the Engineer and schedule their operations to work elsewhere on the site if possible. The City will be responsible for handling and removal of hazardous material or may request the Contractor be available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a Subcontractor who possesses a California license for hazardous substance removal and remedial actions.

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

A. All work is to be completed in accordance with the following regulations and requirements:

1. Chapter 6.5, Division 20, California Health and Safety Code.
2. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials.
3. City of Sacramento Building Code and the Uniform Building Code, 1988 edition.

B. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.

C. 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 hazardous and toxic wastes shall be disposed. 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 shall not be limited to normal working hours.

9-16 SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the State Standard Specifications, Section 66 of the City Code, and these special provisions.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel. As directed by the City, implement appropriate additional noise mitigation measures that may include changing the location of stationary construction equipment shutting off idling equipment, rescheduling construction activity, notifying adjacent residents in advance of construction work, or installing acoustic barriers around stationary construction noise sources.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-17 NIGHT WORK

Night work may be approved subject to the City's noise ordinance.

9-18 AIR QUALITY CONFORMANCE

In order to reduce NO_x emissions from off-road diesel-powered equipment, the Contractor shall provide a plan for approval by the City and the Sacramento Metropolitan Air Quality Management District (SMAQMD) demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project-wide fleet-average 20% NO_x reduction and 45% particulate reduction compared to the most recent CARB fleet average at time of construction.

The Contractor shall submit a comprehensive inventory of all off-road construction equipment to the City, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the construction project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the Contractor shall provide the City and SMAQMD with the anticipated construction timeline including start date and name and phone number of the project manager and on-site foreman.

In order to control visible emissions from off-road diesel-powered equipment, the Contractor shall ensure that emissions from all off-road diesel-powered equipment used on the project site do not exceed 40% opacity for more than 3 minutes in any 1 hour. Any equipment found to exceed 40% opacity (or Ringelmann 2.0) shall be replaced immediately, and the City shall be notified within 48 hours of identification of non-compliant equipment. A visual survey of all in-operation equipment shall be made at least weekly, and a monthly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. The SMAQMD and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this section shall supersede other SMAQMD or state rules or regulations.

Construction activities shall comply with SMAQMD Rules 403 on fugitive dust and 405 on dust and condensed fumes, so that emissions do not exceed hourly levels as regulated per processing weight.

Construction equipment shall be maintained and tuned at the interval recommended by the manufacturers to minimize exhaust emissions and odors and increase fuel efficiency.

Equipment idling shall be kept to a minimum when equipment is not in use. No piece of equipment shall be left to idle in one place for more than 30 minutes.

On-site vehicle speeds shall be limited to 15 miles per hour on unpaved surfaces. Water exposed soil with adequate frequency to keep soil moist at all times. Cover loads of haul/dump trucks securely. Enclose, cover, or water twice daily any exposed piles of dirt, sand, gravel, or other construction debris.

At a minimum of three times per week, remove from all neighborhood streets all dirt and mud that has been generated from or deposited by construction equipment going to and from the construction site.

Full compensation for complying with the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-19 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED DURING CONSTRUCTION

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 may 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 Engineer will notify the Sacramento County coroner and the Native American Heritage Commission (916/322-7791).

9-20 MAINTENANCE OF TRAFFIC, PUBLIC SAFETY AND CONVENIENCE

The Contractor's attention is directed to Sections 6-6, 6-7, 6-8, 6-9, 6-10 and 34-7 of the City Standard Specifications and to "Public Safety" and "Traffic Control System" located elsewhere in these special provisions.

The construction area signs shall be installed a minimum of five (5) calendar days prior to starting work on the project and shall conform to the details shown on the plans. Full compensation shall be considered as included in the contract prices bid for Construction Area Signs and no additional compensation will be allowed therefor.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

The Contractor shall notify all residents and business owners within and adjacent to the project limits, in writing, five (5) calendar days in advance of beginning work. The notice shall describe the work to be performed, anticipated duration of the construction and list name and phone number of a contractor's representative who can be reached 24 hours a day, seven (7) days a week. The City shall approve the notice. Additional notices shall be sent to residents and businesses affected by the various places of the work, as determined by the Engineer.

Pedestrian access over the river shall be maintained at all times.

Water or dust palliative shall be applied as required elsewhere in these special provisions or as directed by the Engineer for the alleviation and prevention of dust nuisance. This requirement shall apply for the duration of the contract and is not limited to working days.

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

Access to the levee maintenance roads on both sides of the American River shall be maintained at all times.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at their expense.

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

9-21 UTILITIES INFORMATION AND REQUIREMENTS

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 the accuracy thereof.

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 "Subsurface Installations; Membership of Owners in Regional Notification Center, Notice of Excavation; Inquiry Identification Number; Marking Locations; Application of Section; Violations; Penalties" and Section 4217 " Permit to Excavate; Necessity of Inquiry Identification Number, Operative Date of Section."

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 cost of relocating existing overhead or underground utilities not specified on the Plans to be relocated, but which the Contractor elects to relocate or cut and reconnect for their own convenience, shall be borne by the Contractor. No sewer laterals shall be cut for the Contractor's convenience on this project.

Full compensation for complying with the requirements of this section, including maintenance and protection of existing utilities and facilities and coordinating with utility owners and agencies, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-22 MAINTAINING EXISTING SANITARY SEWER SYSTEMS AND SERVICES

The Contractor shall be responsible for maintaining the flows in any existing sanitary sewer systems within the limits of the project. Attention is directed to Section 6-19, "Main and Trunk Line Utilities," of the City Standard Specifications.

The Contractor is expected to "pothole" existing underground utilities to determine their exact location and depth at any point where an existing utility line may be in conflict with the proposed work.

Unless otherwise shown on the plans or specified in these special provisions for relocation of existing sewer systems, existing sewer services, which are not in conflict with the proposed improvements, may not be cut to facilitate the Contractor's work. Where sewer services are encountered during the construction of the planned improvements they shall be exposed by hand excavation and protected from damage.

No additional compensation will be paid to the Contractor for maintenance and protection of existing sanitary sewer systems or sewer services as specified in these Special Provisions. The cost of such work shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-23 MAINTAINING EXISTING WATER SYSTEMS AND SERVICES

The Contractor shall be responsible for maintaining existing water systems and service to all developed properties within the limits of the project. Attention is directed to Section 6-19, "Main and Trunk Line Utilities," of the City Standard Specifications.

The Contractor is expected to "pothole" existing underground utilities to determine their exact location and depth at any point where an existing utility line may be in conflict with the proposed work.

The Contractor, at their option, may cut existing water services or tunnel beneath them. All water services to be cut by trench excavation or other construction activities shall become the responsibility of the Contractor to repair. Maximum time of interruption of water service to any residence shall be four (4) hours.

Should the Contractor choose to cut existing water services rather than tunnel beneath them, the Contractor shall notify the Engineer at least three (3) working days in advance to allow City crews to give residences and businesses twenty-four (24) hour notice of the interruption in water service.

No additional compensation will be paid to the Contractor for maintenance of existing water systems. The cost of such work shall be included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

In addition, no compensation will be paid to the Contractor for the repair by City crews of any water services accidentally or purposely cut by the Contractor. Also, all work performed by City crews to cut and repair existing water services at the request of the Contractor shall be at the Contractor's expense. The cost of such work shall be included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-24 MAINTAINING EXISTING DRAINAGE SYSTEMS

The Contractor shall be responsible for maintaining existing drainage systems within the limits of the project until any new drainage improvements to be constructed by the project are completed in-place and functioning. Any work performed by City crews to repair and maintain existing drainage systems shall be at the Contractor's expense.

No additional compensation will be paid to the Contractor for maintenance of the existing drainage facilities. The cost of such work shall be included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-25 MAINTAINING EXISTING ELECTRICAL FACILITIES

Maintaining Existing Electrical Facilities shall be in accordance with Section 34-7 of the City Standard Specifications and these Special Provisions.

9-26 TEMPORARY DIVERSION/BYPASS OF EXISTING SEWER, WATER, OR DRAINAGE FLOWS

Should it become necessary for the Contractor to temporarily divert, bypass, or impound flows carried by existing sewer, water, and drainage systems through or around the construction operations within the limits of a project, the Contractor shall prepare a plan of such diversion, bypass, or impoundment and submit the, plan to the Engineer for approval.

The plan shall be sufficiently detailed so as to illustrate the concept proposed. The plan shall also provide information on the quantity of flow to be conveyed by the diversion or bypass system or the volume to be impounded. The plan shall also indicate the number, size, and material type(s) of any pipes, the size and configuration of any channel, and the size and configuration of any impoundment basin to be used.

The plan for temporary diversion or bypassing of existing sewer, water, or drainage flows shall be submitted to the Engineer a minimum of (15) working days prior to the start of work on any temporary system. The Contractor shall not begin work on any temporary diversion, bypass, or impoundment system until an approved plan is on file with the Engineer.

No additional compensation will be paid to the Contractor for temporary diversion, bypassing, or impoundment of existing drainage, sewer, or water flows. The cost of such work shall be included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-27 EMERGENCY SEWER, WATER, AND DRAINAGE SERVICE

The Contractor's attention is directed to Section 5-12, "Provisions for Emergencies," of the City Standard Specifications. Whenever, in the opinion of the Engineer, there arises an emergency situation, within the limits of the project that involves maintenance of sewer, water, or drainage service to existing properties, or a situation that poses a danger to public safety, or inconvenience and/or unreasonable nuisance to the general public, City's forces may be called upon to perform any work necessary to relieve the emergency.

If such emergency is the result of negligence by the Contractor, the cost of any corrective measures taken or work performed by City crews shall be billed directly to the Contractor or may be deducted from any payments owed to the Contractor. The performance of any such emergency work by the City forces shall not relieve the Contractor of any responsibilities, obligations, or liabilities under the contract for the project.

9-28 WORK PERFORMED BY CITY CREWS

The Contractor is advised that the City retains the option of performing with City crews, all or a portion of any work involved in relocating, repairing, or otherwise restoring existing sewer, water, and drainage systems and services to developed properties within the limits of the project that may be in conflict, with the proposed project improvements. Any such work performed by City forces will be at the discretion and convenience of the City and shall be at the Contractor's expense.

Should the Contractor desire City forces to cut and repair existing water, sewer, or drain services, the Contractor shall contact the Engineer at least ten (10) working days in advance to schedule and coordinate the work.

9-29 HEALTH AND SAFETY

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

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

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

9-30 TRENCH EXCAVATION AND BACKFILL

Trench excavation and backfill in all streets shall meet the applicable requirements of Sections 10, 14 and 26 of the City Standard Specifications and these Special Provisions.

9-31 DEWATERING

Contractor shall be responsible for any and all dewatering necessary to construct the project improvements complete in place. Full compensation for furnishing all labor, material, tools equipment and incidentals and for all work involved in dewatering shall be considered as included in the prices bid for various contract items or work and no additional compensation will be allowed therefor.

Dewatering activities required to maintain dry conditions on the construction site shall employ methods that minimize flow rate and volume of groundwater extracted, thereby reducing the potential for contamination to be pulled upward into the construction site.

Any portion of the groundwater extraction system open to the atmosphere (i.e., accessible by manholes) shall be monitored during dewatering activities for the emission of VOC vapors that could pose a threat to construction workers or passerby, and a contingency plan shall be developed that specifies required actions in the event that VOC vapors are detected.

Discharge of extracted groundwater to the City or regional sanitary sewer is to be reviewed for authorization by the City or County, respectively, in compliance with its obligations to meet standards established by the Central Valley Regional Water Quality Control Board (CVRWQCB). If extracted groundwater to be discharged into the sewer systems exceeds maximum contaminant levels established by the State of California, the integrity of the sewer lines through which groundwater will be discharged shall be assessed by the City or County to ensure that unacceptable contaminants do not leak from the sewer line.

If the City or the regional treatment plant determines that the groundwater extracted during dewatering activities does not meet applicable standards for discharge into the City sewer system, the Contractor shall implement a system to treat groundwater to standards established by the CVRWQCB, the City or the regional treatment plant. In the event that a system to treat the groundwater for contaminants is required, such work will be paid for in accordance with Section 4-6, "Extra Work," of the City Standard Specifications.

Dewatering or diversions of the low flow summer drainage channel in the Natomas East Main Drain Channel is limited to bent removal and must occur between June 1 and October 1. The diversion must be limited to approximately 45 linear feet of the creek and for no more than one week.

9-32 BACKFILLING OF VOIDS

All voids resulting from the removal of trees, pipe, manholes, ditch boxes, or other buried structures or objects shown on the Plans or called in these Special Provisions to be removed, shall be backfilled per the provisions of Section 26-5 "Laying Pipe," of the City Standard Specification. In the event job excavated native material is unsuitable for backfill as determined by the Engineer, the Contractor shall furnish the required suitable backfill material.

The cost to backfill voids as specified in the Special Provisions shall be included in the price bid for the respective items of work and no additional compensation shall be allowed therefor.

9-33 PAVEMENT CUTTING

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

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

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for all work involved in this item shall be considered as included in the unit price bid for roadway excavation and no additional compensation will be allowed therefor.

9-34 MOBILIZATION AND PROTECTION OF EXISTING IMPROVEMENTS

Mobilization shall conform to the provisions in Section 11, "MOBILIZATION," of the State Standard Specifications.

Existing improvements and adjacent property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, fences, walls and other improvements including existing pavements, sidewalks, street improvements, landscape irrigation 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.

Work that requires removal of portions of existing landscape irrigation systems shall be performed without impact to the operation of the remaining irrigation system. Any repairs to existing irrigation system that becomes necessary as result of the contractor's operations, shall be performed by the contractor with personnel qualified for landscape irrigation construction. Repair work shall be completed to the satisfaction of the Engineer. Repaired landscape irrigation shall be operational within 72 hours from the time the irrigation system was damaged.

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 shall be required to repair all damage to existing improvements.

The cost for mobilization and protection of existing improvements shall be included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-35 PROTECTION OF TREES

During construction the Contractor shall follow the procedures necessary to protect existing trees. All work near existing trees shall be coordinated with the Engineer who will consult the City Arborist, Dan Pskowski of Park and Recreation Tree Services Section, phone number 808-6345. The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection:

- The Contractor shall hire an International Society of Arboriculture (ISA) – certified arborist to conduct any pruning or root inspections.
- No storage of materials or parking of vehicles may occur within the drip-lines of the trees.
- If, during construction grading, tree roots two inches (2") in diameter or greater are encountered, work shall stop immediately and the City Arborist shall be contacted for a root inspection, and the root shall not be cut unless the Arborist approves. Roots approved by the Arborist to be severed during the course of project construction shall be neatly trimmed. If a large number of roots require cutting, the tree will then have to be evaluated by the certified Arborist for possible removal.
- If construction activities will affect any of the limbs of the trees, a certified Arborist (certified by International Society of Arborists, Western Chapter) shall be consulted prior to the cutting or removal of any limb. Limbs approved by the Arborist to be severed during the course of project construction shall be neatly trimmed.
- The Contractor shall be responsible for damages to trees not scheduled for removal. Trees damaged by the Contractor during construction activities shall be assessed by the City Arborist using the International Society of Arborists (ISA) appraisal guide, "Guide to Plant Appraisal." The Contractor's responsibility for damaged trees will be determined by the City Arborist.

Pruning will be allowed by permit, when approved by the City Arborist for equipment clearance. Any and all pruning shall be done under the direction of the City Arborist.

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

9-36 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.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices bid for the various items of work and no additional compensation will be allowed therefor.

9-37 MANUFACTURER'S DIRECTION

Manufactured articles, material and equipment shall be applied, installed, connected, erected, adjusted, tested, used, cleaned, and conditioned as recommended by the manufacturer. Copies of the manufacturer's installation instructions and procedures shall be submitted to the Engineer ten (10) working days prior to the installation of manufacturer's articles, material and equipment.

9-38 DEDUCT ITEMS/ELIMINATION OF WORK

The City reserves the right to deduct bid items included in the Sealed Proposal submitted by the Contractor without any compensation allowed therefore.

Additionally, the City reserves the right to eliminate work. The quantities of work eliminated shall be determined and agreed between the Contractor and Engineer. The Contractor's unit price bid shall be used in determining the total amount of work eliminated. The Contractor shall not be entitled to any compensation for elimination of the work. The contract days shall not change as a result of any deductions or elimination of work.

9-39 PROTECTION OF SURVEY MONUMENTS

Contractor is responsible to verify that arrangements have been made for preserving all permanent survey monuments that will be affected by the work. Contractor is responsible for preserving all permanent survey monuments, which are not proposed to be disturbed. Contractor shall provide a minimum of ten (10) working days notice to Engineer prior to disturbance or removal of permanent survey monuments. Engineer shall coordinate with Contractor to reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Section 8771 of the Professional Land Surveyors Act in the Business and Professions Code of the State of California

9-40 REMOVAL OF UNDERGROUND SERVICE ALERT (USA) MARKINGS

USA markings (painted or other) within the limits of the project shall be removed upon completion of excavation or other activities that may impact the utilities.

The limits of removal shall be along the length of the project and width of the roadway from edge of sidewalk or pavement to edge of sidewalk or pavement. Removal shall be by sand blasting, high-pressure wash or a method approved by the Engineer.

Removal shall be accomplished in a manner that leaves the site in a condition equal to or better than before the USA markings were placed.

The Contractor shall be responsible for restoring striping or painting inadvertently removed by the removal of USA markings.

Exceptions to removing USA markings include operations which will overlay, slurry seal or reconstruct the pavement and sidewalk and by there very nature will cover or remove the USA markings during the course of construction.

The cost of removal USA markings shall be considered as included in the prices bid for the various items of work and no additional compensation will be allowed therefor.

9-41 CLEANING UP

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

The Contractor shall not allow the site of the work to become littered with trash, debris, garbage or waste material but shall maintain the site in a neat, orderly and healthful condition until completion and acceptance of the work.

Before final inspection of the work, the Contractor shall clean the work site, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, construction markings (by the Contractor for their benefit) and equipment. All parts of the work shall be in a neat and presentable condition. Full compensation for cleaning up is included in the prices bid for the various contract items of work, and no additional compensation will be allowed therefor.

* END OF SECTION *

SECTION 10 – ITEMS OF THE PROPOSAL

ITEM NO. 1 - WATER POLLUTION CONTROL

GENERAL

Summary

Discharges of storm water from the project must comply with NPDES General Permit for "Storm Water Discharges Associated with Construction and Land Disturbance Activities" (Order No. 2009-0009-DWQ, NPDES No. CAS000002) hereinafter called the "Permit." Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, or municipal separate storm sewer systems including work items shown in the Bid Item List for:

1. Prepare Storm Water Pollution Prevention Plan. SWPPP preparation includes obtaining SWPPP approval, amending the SWPPP, preparing a CSMP and a SAP, and monitoring and inspecting WPC practices at the job site.
2. Storm Water Annual Report. Storm Water Annual Report preparation includes certifications, monitoring and inspection results, and obtaining Storm Water Annual Report acceptance.
3. Storm Water Sampling and Analysis Day. Storm Water Sampling and Analysis Day includes reporting of storm water quality per qualifying rain event. If specified for the risk level, the work includes preparation, collection, analysis, and reporting of storm water samples for turbidity, pH, and other constituents.
4. Rain Event Action Plan. If specified for the project risk level, REAP preparation includes preparing and submitting REAP forms and monitoring weather forecasts.

Do not start work until:

1. SWPPP is approved.
2. WDID is issued.
3. SWPPP review requirements have been fulfilled. If the RWQCB requires time for SWPPP review, allow 30 days for the RWQCB to review the SWPPP as specified under "Submittals" of these special provisions.

This project is Risk Level 2.

Definitions and Abbreviations

active and inactive areas: (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.
BMPs: Best Management Practices are water pollution control practices.
construction phase: Construction phases are (1) Highway Construction including work activities for building roads and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended and areas are inactive.
CSMP: Construction Site Monitoring Program.
NAL: Numeric Action Level.
NEL: Numeric Effluent Limit.
NPDES: National Pollutant Discharge Elimination System.
NOI: Notice of Intent.
normal working hours: The hours you normally work on this project.
Preparation Manual: The Department's "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."
QSD: Qualified SWPPP Developer.
QSP: Qualified SWPPP Practitioner.

qualified rain event: A qualified rain event is a storm that produces at least 12 mm of precipitation with a 48 hour or greater period between storms.
REAP: Rain Event Action Plan.
RWQCB: Regional Water Quality Control Board.
SAP: Sampling and Analysis Plan.
SSC: Suspended Sediment Concentration.
SWRCB: State Water Resources Control Board.
SWPPP: Storm Water Pollution Prevention Plan.
WDID: Waste Discharge Identification Number.
WPC: Water Pollution Control.
WPC Manager: Water Pollution Control Manager. The WPC Manager implements water pollution control work described in the SWPPP and oversees revisions and amendments to the SWPPP.

Submittals

Within 20 days after contract approval, start the following process for SWPPP approval:

1. Submit 3 copies of the SWPPP and allow 20 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.
2. Change and resubmit the SWPPP within 15 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete SWPPP is resubmitted.
3. When the Engineer approves the SWPPP, submit an electronic and 4 printed copies of the approved SWPPP.
4. If the RWQCB reviews the approved SWPPP, the Engineer submits one copy of the approved SWPPP to the RWQCB for their review and comment. RWQCBs requiring time to review SWPPPs include:

   4.1. Central Valley Regional Water Quality Control Board

5. If the Engineer requests changes to the SWPPP based on RWQCB comments, amend the SWPPP within 10 days.

Submit:

1. Storm water training records including training dates and subjects for employees and subcontractors. Include dates and subjects for ongoing training, including tailgate meetings.
2. Employee training records:

   2.1. Within 5 days of SWPPP approval for existing employees
   2.2. Within 5 days of training for new employees
   2.3. At least 5 days before subcontractors start work for subcontractor's employees

Prepare a Storm Water Annual Report for the reporting period from July 1st to June 30th. For the prior reporting period, submit the report no later than July 15th if construction occurs from July 1st through June 30th or within 15 days after contract acceptance if construction ends before June 30th.

Submit the Storm Water Annual Report as follows:

1. Submit 2 copies of the Storm Water Annual Report and allow 10 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.
2. Change and resubmit the Storm Water Annual Report within 5 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete Storm Water Annual Report is resubmitted.

3. When the Engineer accepts the Storm Water Annual Report, insert the WPC Manager's signed certification and the Engineer's signed certification.

Submit one electronic copy and 2 printed copies of the accepted Storm Water Annual Report. Submit as required:

1. NAL Exceedance Reports
2. NEL Exceedance Reports
3. Visual Monitoring Reports
4. Inspection Reports
5. BMP Status Report

At least 5 days before operating any construction support facility, submit:

1. A plan showing the location and quantity of WPC practices associated with the construction support facility
2. A copy of the NOI approved by the RWQCB and the SWPPP approved by the RWQCB if you will be operating a batch plant or a crushing plant under the General Industrial Permit

Quality Control and Assurance

Training

Provide storm water training for:

1. Project managers
2. Supervisory personnel
3. Employees involved with WPC work

Train all employees, including subcontractor's employees, in the following subjects:

1. WPC rules and regulations
2. Implementation and maintenance for:

2.1. Temporary Soil Stabilization
2.2. Temporary Sediment Control
2.3. Tracking Control
2.4. Wind Erosion Control
2.5. Material pollution prevention and control
2.6. Waste management
2.7. Non-storm water management
2.8. Identifying and handling hazardous substances
2.9. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

Employees must receive initial WPC training before working on the job site.
Conduct weekly training meetings covering:

1. WPC BMP deficiencies and corrective actions
2. BMPs that are required for work activities during the week
3. Spill prevention and control
4. Material delivery, storage, use, and disposal
5. Waste management
6. Non-storm water management procedures

Training for personnel to collect water quality samples must include:

1. SAP review
2. Health and safety review
3. Sampling simulations

If you operate construction support facilities, protect storm water systems or receiving waters from the discharge of potential pollutants by using WPC practices.
Construction support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience such as haul roads

If you operate a batch plant to manufacture PCC, HMA, or other material; or a crushing plant to produce rock or aggregate; obtain coverage under the General Industrial General Permit. You must be covered under the General Industrial Permit for batch plants and crushing plants located:

1. Outside of the job site
2. Within the job site that serve one or more contracts

Discharges from manufacturing facilities such as batch plants must comply with the general waste discharge requirements for Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, issued by the SWRCB for "Discharge of Stormwater Associated with Industrial Activities Excluding Construction Activities." For the General Industrial Permit, go to:

http://www.waterboards.ca.gov/

You may obtain copies of the Preparation Manual from the Publication Distribution Unit. The mailing address for the Publication Distribution Unit is:

State of California
Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815
Telephone: (916) 445-3520

The Preparation Manual and other WPC references are available at the Department's "Construction Storm Water and Water Pollution Control" Web site. For the Web site, go to:

http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm

Water Pollution Control Manager

Assign one WPC Manager to implement the SWPPP. The WPC Manager must comply with the Permit qualifications for a QSP and a QSD. You may assign a different QSD to prepare the SWPPP.

The QSD must have the following qualifications:

1. Department approved storm water management training described in the Department's "Construction Storm Water and Water Pollution Control" web site
2. Registration or certification described in the Permit

The QSP must meet the qualifications of the QSD or have the following certifications:

1. Department approved storm water management training described in the Department's "Construction Storm Water and Water Pollution Control" web site
2. Certification described in the Permit

At the job site, the WPC Manager must:

1. Be responsible for WPC work
2. Be the primary contact for WPC work
3. Oversee the maintenance of WPC practices
4. Oversee and enforce hazardous waste management practices
5. Have the authority to mobilize crews to make immediate repairs to WPC practices
6. Ensure that all employees have current water pollution control training
7. Implement the approved SWPPP and amend the SWPPP when required

WPC Manager must oversee:

1. Inspections of WPC practices identified in the SWPPP
2. Inspections and reports for visual monitoring
3. Preparation and implementation of REAPs
4. Sampling and analysis
5. Preparation and submittal of:

5.1. NAL exceedance reports
5.2. NEL exceedance reports
5.3. SWPPP annual certification
5.4. Annual reports
5.5. BMP status reports

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

General

SWPPP work includes preparing a SWPPP including a CSMP, obtaining SWPPP approval, amending the SWPPP, inspecting and reporting on WPC practices at the job site. The SWPPP must comply with the Preparation Manual and the Permit. The SWPPP must be submitted in place of the water pollution control program under Section 7-1.01G, "Water Pollution," of the State Standard Specifications.

You may request, or the Engineer may order, changes to the WPC work. Changes may include the addition of new WPC practices. Additional WPC work will be paid for as extra work under Section 4-1.03D, "Extra Work," of the State Standard Specifications.

The SWPPP must include sections as specified for the project risk level as follows:

1. For risk level 1:

1.1. Schedule
1.2. CSMP

2. For risk level 2:

2.1. Schedule
2.2. CSMP
2.3. Adherence to Effluent Standards for NALs
2.4. REAP

3. For risk level 3:

3.1. Schedule
3.2. CSMP
3.3. Adherence to Effluent Standards for NALs and NELs
3.4. REAP

The SWPPP must include WPC practices for:

1. Storm water and non-stormwater from areas outside of the job site related to project work activities such as:

1.1. Staging areas
1.2. Storage yards
1.3. Access roads

2. Activities or mobile operations related to contractor obtained NPDES permits
3. Construction support facilities

The SWPPP must include a copy of permits obtained by the Department such as Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 Certifications, and RWQCB Waste Discharge Requirements for Aerially Deposited Lead Reuse.

Amend the SWPPP annually and resubmit it by July 15th.

Amend the SWPPP if:

1. Changes in work activities could affect the discharge of pollutants
2. WPC practices are added by change order work
3. WPC practices are added at your discretion
4. Changes in the amount of disturbed soil are substantial
5. Objectives for reducing or eliminating pollutants in storm water discharges have not been achieved

6. There is a Permit violation

Whenever you amend the SWPPP, follow the same process specified for SWPPP approval. Retain a printed copy of the approved SWPPP at the job site.

SWPPP Schedule

The SWPPP schedule must:

1. Describe when work activities will be performed that could cause the discharge of pollutants into storm water
2. Describe WPC practices associated with each construction phase
3. Identify soil stabilization and sediment control practices for disturbed soil areas

Construction Site Monitoring Program (CSMP)

General

The QSD must prepare a CSMP as part of the SWPPP. The CSMP must be developed before starting work and be revised to reflect current construction activities as necessary.

The CSMP must include sections for the project risk level as follows:

1. For risk level 1:

1.1. Visual Monitoring
1.2. SAP for Non-Visible Pollutants

2. For risk level 2:

2.1. Visual Monitoring
2.2. SAP for Non-Visible Pollutants
2.3. SAP for sediment and turbidity
2.4. SAP for pH

3. For risk level 3:

3.1. Visual Monitoring
3.2. SAP for Non-Visible Pollutants
3.3. SAP for sediment and turbidity
3.4. SAP for pH
3.5. SAP for receiving waters
3.6. SAP for temporary active treatment systems

Visual Monitoring

The WPC Manager must oversee the performance of visual inspections for qualifying rain events.

For each qualifying rain event, perform visual inspections and record observations during normal working hours as follows:

1. Record the time, date, and rain gauge reading

2. Observe:

2.1. Within 2 days before the storm:

2.1.1. Drainage areas for spills, leaks, or uncontrolled pollutants
2.1.2. Proper implementation of WPC practices
2.1.3. Storm water storage areas for leaks and adequate freeboard

2.2. Every 24 hours during the storm:

2.2.1. WPC practices for effective operation
2.2.2. WPC practices needing maintenance and repair

2.3. Within 2 days after the storm event:

2.3.1. Discharge locations
2.3.2. WPC practices to evaluate the design, implementation, and effectiveness
2.3.3. To identify where additional WPC practices may be needed

Perform non-stormwater discharge visual inspections as follows:

1. At least once during each of the following periods:

1.1. January through March
1.2. April through June
1.3. July through September
1.4. October through December

2. Observe flowing and contained storm water for the presence of floating and suspended materials, sheen on the surface, discoloration, turbidity, odors, and sources of observed pollutants
3. Observe the job site for the presence of authorized and unauthorized non-stormwater discharges and their sources

The WPC Manager must prepare visual inspection reports that include the following:

1. Name of personnel performing the inspection, inspection date, and date inspection report completed
2. Storm and weather conditions
3. Locations and observations
4. Corrective actions taken

Maintain visual inspections reports at the job site as part of the SWPPP.

Sampling and Analysis Plan (SAP)

General

Include a SAP in the CSMP to monitor the effectiveness of WPC practices.

The SAP must comply with the Preparation Manual.

Assign trained personnel to collect water quality samples. Document their training in the SAP.

Describe the following water quality sampling procedures in the SAP:

1. Sampling equipment
2. Sample preparation
3. Collection
4. Field measurement methods
5. Analytical methods
6. Quality assurance and quality control
7. Sample preservation and labeling
8. Collection documentation
9. Sample shipping
10. Chain of custody
11. Data management and reporting
12. Precautions from the construction site health and safety plan
13. Laboratory selection and certifications

Whenever assigned field personnel take samples, comply with the equipment manufacturer's recommendation for collection, analysis methods, and equipment calibration.

Samples taken for laboratory analysis must follow water quality sampling procedures and be analyzed by a State-certified laboratory under 40 CFR Part 136, "Guidelines Establishing Test Procedures for the Analysis of Pollutants."

The SAP must identify the State-certified laboratory, sample containers, preservation requirements, holding times, and analysis method. For a list of State-certified laboratories, go to:

http://www.cdph.ca.gov/certlic/labs/Pages/ELAP.aspx

Include procedure for sample collection during precipitation.
Retain water quality sampling documentation and analytical results with the SWPPP at the job site.

Show pollutant sampling locations on SWPPP drawings.

If discharges or sampling locations change because of changed work activities or knowledge of site conditions, amend the SAP.

If the project is risk level 2 or risk level 3, include procedures for collecting and analyzing at least 3 samples for each day of each qualifying rain event. Describe the collection of effluent samples at all locations where the storm water is discharged off-site.

Analytical Results and Evaluation

Submit an electronic copy (in file format .xls, .txt, .csv, .dbs, or .mdb) and a printed copy of water quality analytical results, and quality assurance and quality control within 48 hours of field analysis sampling, and within 30 days for laboratory analysis. Also provide an evaluation of whether the downstream samples show levels of the tested parameter that are higher than the control sample.

Electronic water quality analysis results must have the following information:

1. Sample identification number
2. Contract number
3. Constituent
4. Reported value
5. Analytical method
6. Method detection limit
7. Reported limit

SAP for Non-Visible Pollutants

The SAP must include a description of the sampling and analysis strategy for monitoring non-visible pollutants.

The SAP must identify potential non-visible pollutants present at the job site associated with any of the following:

1. Construction materials and waste
2. Existing contamination due to historical site usage
3. Application of soil amendments, including soil stabilization materials, with the potential to change pH or contribute toxic pollutants to storm water

SWPPP drawings must show the locations planned for storage and use of potential non-visible pollutants.

The SAP must include sampling procedures for the following conditions when observed during a storm water visual inspection. For each of the following, collect at least one sample for each qualifying storm event:

1. Materials or waste containing potential non-visible pollutants that are not stored under watertight conditions
2. Materials or waste containing potential non-visible pollutants that are stored under watertight conditions, but a breach, leakage, malfunction, or spill is observed; the leak or spill has not been cleaned up before precipitation; and material or waste could discharge non-visible pollutants to surface waters or drainage system
3. Chemical applications, including fertilizer, pesticide, herbicide, methyl methacrylate concrete sealant, or non-pigmented curing compound used during precipitation or within 24 hours preceding precipitation, and could discharge pollutants to surface waters or drainage system
4. Applied soil amendments, including soil stabilization materials that could change pH levels or contribute toxic pollutants to storm water runoff and discharge pollutants to surface waters or drainage system, unless available independent test data indicates acceptable concentrations of non-visible pollutants in the soil amendment
5. Storm water runoff from an area contaminated by historical usage of the site that could discharge pollutants to surface waters or drainage systems

The SAP must provide sampling procedures and schedule for:

1. Sample collection during the first 2 hours of each rain event that generate runoff
2. Sample collection during normal working hours
3. Each non-visible pollutant source
4. Uncontaminated control sample

The SAP must identify locations for sampling downstream and control samples, and reasons for selecting those locations. Select control sample locations where the sample will not come in contact with materials, waste, or areas associated with potential non-visible pollutants or disturbed soil areas.

SAP for Sediment and Turbidity

If the project is risk level 2 or risk level 3, sample and analyze for turbidity:

Parameter	Test Method	Detection Limit (Min)	Unit
Turbidity	Field test with calibrated portable instrument	1	NTU

SAP for pH

If the project is risk level 2 or risk level 3, sample and analyze for pH:

Parameter	Test Method	Detection Limit (Min)	Unit
pH	Field test with calibrated portable instrument	0.2	pH units

SAP for Receiving Waters

If the project is risk level 3, describe procedures for obtaining samples from representative and accessible locations:

1. Upstream of the discharge point
2. Downstream of the discharge point

Show receiving water sampling locations on SWPPP drawings.
If there are several discharge points, describe procedures for obtaining samples from a single upstream and a single downstream location.

Rain Event Action Plan (REAP)

REAP work includes preparing and submitting REAP forms and monitoring weather forecasts. The WPC Manager must submit a REAP to protect the job site at least 48 hours before a predicted rain event.

Prepare a REAP when the National Weather Service is predicting at least a 50 percent probability of precipitation within 72 hours.

For the REAP, use approved forms and include:

1. Site location
2. Risk level
3. Contact information including 24-hour emergency phone numbers for:

3.1. WPC Manager
3.2. Erosion and sediment control providers or subcontractors
3.3. Storm water sampling providers or subcontractors

4. Storm Information
5. Construction phase information for:

5.1. Highway Construction including active and inactive areas for work activities for building roads and structures
5.2. Plant Establishment including maintenance on vegetation installed for final stabilization where areas are inactive
5.3. Suspension where work activities are suspended and areas are inactive

6. Construction phase information including:

6.1. Construction activities
6.2. Subcontractors and trades on the job site
6.3. Pre-storm activities including:

6.3.1. Responsibilities of the WPC Manager
6.3.2. Responsibilities of the crew and crew size
6.3.3. Stabilization for active and inactive disturbed soil areas
6.3.4. Stockpile management
6.3.5. Corrective actions taken for deficiencies identified during pre-storm visual inspection

6.4. Activities to be performed during storm events including:

6.4.1. Responsibilities of the WPC Manager
6.4.2. Responsibilities of the crew and crew size
6.4.3. BMP maintenance and repair

6.5. Description of flood contingency measures

You must have the REAP onsite at least 24 hours before a predicted rain event. A printed copy of each REAP must be at the job site as part of the SWPPP.

Implement the REAP including mobilizing crews to complete activities no later than 24 hours before precipitation occurs.

IMPLEMENTATION REQUIREMENTS

SWPPP Implementation

Obtain, install, and maintain a rain gauge at the job site. Observe and record daily precipitation. Monitor the National Weather Service Forecast Office on a daily basis. For forecasts, go to:

http://www.srh.noaa.gov/forecast

Whenever you or the Engineer identifies a deficiency in the implementation of the approved SWPPP:

1. Correct the deficiency immediately, unless the Engineer agrees to a later date for making the correction
2. Correct the deficiency before precipitation occurs

If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the Department may correct the deficiency and deduct the cost of correcting the deficiency from payment.

Continue SWPPP implementation during any temporary suspension of work activities.

Install WPC practices within 15 days or before predicted precipitation, whichever occurs first.

Numeric Action Levels (NALs)

If the project is risk level 2 or risk level 3, then it is subject to NALs:

Parameter	Test Method	Detection Limit (Min)	Unit	Numeric Action Level
pH	Field test with calibrated portable instrument	0.2	pH units	Lower NAL = 6.5 Upper NAL = 8.5
Turbidity	Field test with calibrated portable instrument	1	NTU	250 NTU

Numeric Effluent Limits (NELs)

The storm event daily average for storms up to the 5-year, 24-hour storm, must not exceed the NEL for turbidity.

The daily average sampling results must not exceed the NEL for pH.

Storm Water Sampling and Analysis Day

Storm Water Sampling and Analysis Day work includes preparation, collection, analysis, and reporting of storm water samples for turbidity, pH, and other constituents. If the project is risk level 2 or risk level 3, and there is a qualified rain event that produces runoff, comply with the project's SAP for preparation, collection, analysis, and reporting of storm water samples. Collect:

1. Samples for each non-visible pollutant source and a corresponding uncontaminated control sample
2. Samples for turbidity, pH, and other constituents as specified
3. At least 3 samples for each day of each qualifying rain event
4. Samples for all locations where the storm water is discharged off-site

Perform sample collection during:

1. First 2 hours of each qualified rain event that produces runoff
2. Normal working hours

If the project is risk level 3, obtain receiving water samples.

You are not required to physically collect samples during dangerous weather conditions such as flooding or electrical storms.

If downstream samples show increased levels, assess WPC practices, site conditions, and surrounding influences to determine the probable cause for the increase.

Inspection

The WPC Manager must oversee inspections for WPC practices identified in the SWPPP:

1. Before a forecasted storm
2. After precipitation that causes site runoff
3. At 24-hour intervals during extended precipitation
4. On a predetermined schedule, a minimum of once a week

The WPC Manager must oversee daily inspections of:

1. Storage areas for hazardous materials and waste
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities
4. WPC practices specified under "Construction Site Management" of these special provisions

The WPC Manager must use the Storm Water Site Inspection Report provided in the Preparation Manual.

The WPC Manager must prepare BMP status reports that include the following:

1. Location and quantity of installed WPC practices
2. Location and quantity of disturbed soil for the active or inactive areas

Within 24 hours of finishing the weekly inspection, the WPC Manager must submit:

1. Copy of the completed site inspection report
2. Copy of the BMP status report

REPORTING REQUIREMENTS

Storm Water Annual Report

Storm Water Annual Report work includes certifications, monitoring and inspection results, and obtaining Storm Water Annual Report acceptance. The WPC Manager must prepare a Storm Water Annual Report. The report must:

1. Use an approved report format
2. Include project information including description and location
3. Include storm water monitoring information including:

3.1. Summary and evaluation of sampling and analysis results including laboratory reports
3.2. Analytical methods, reporting units, detections limits for analytical parameters
3.3. Summary of corrective actions
3.4. Identification of corrective actions or compliance activities that were not implemented
3.5. Summary of violations
3.6. Names of individuals performing storm water inspections and sampling
3.7. Logistical information for inspections and sampling including location, date, time, and precipitation
3.8. Visual observations and sample collection records

4. Include documentation on training for:

4.1. Individuals responsible for NPDES permit compliance
4.2. Individuals responsible for BMP installation, inspection, maintenance, and repair
4.3. Individuals responsible for preparing, revising, and amending the SWPPP

NAL Exceedance Report

If the project is risk level 2 or risk level 3 and an effluent sample exceeds a NAL, notify the Engineer and submit a NAL Exceedance Report no later than 48 hours after the conclusion of the storm event. The report must:

1. Include the following field sampling results and inspections:

1.1. Analytical methods, reporting units, and detection limits
1.2. Date, location, time of sampling, visual observation and measurements
1.3. Quantity of precipitation of the storm event

2. Description of BMPs and corrective actions taken to manage NAL exceedance

NEL Violation Report

If the project is risk level 3 and an NEL is exceeded, notify the Engineer and submit a NEL Violation Report within 6 hours. The report must:

1. Include the following field sampling results and inspections:

1.1. Analytical methods, reporting units, and detection limits
1.2. Date, location, time of sampling, visual observations and measurements
1.3. Quantity of precipitation of the storm event

2. Description of BMPs and corrective actions taken to manage NEL exceedance

If the project is risk level 2 or risk level 3, submit all sampling results to the Engineer no later than 48 hours after the conclusion of a storm event.

Payment:

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the SWPPP and CSMP, inspecting water pollution control practices, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

For projects with 60 working days or less, payments for SWPPP are made as follows:

1. After the Engineer approves the SWPPP, the Department includes up to 75 percent of the bid item price in the monthly progress estimate
2. After contract acceptance, the Department pays for the remaining percentage of the bid item price

For projects with more than 60 working days, payments for SWPPP are made as follows:

1. After the Engineer approves the SWPPP, the Department includes up to 50 percent of the bid item price in the monthly progress estimate

2. The Department pays 40 percent of the bid item price over the life of the contract
3. After contract acceptance, the Department pays for the remaining 10 percent of the bid item

If risk level 2 or 3, the Department pays $500 for each Rain Event Action Plan submitted. The contract lump sum price paid for Water Pollution Plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation and submittal of Rain Event Action Plan forms, and monitoring weather forecasts as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not adjust payment for an increase or decrease in the quantity of rain event action plans submitted. Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications does not apply.

The Department pays $2,000 for each Storm Water Annual Report submitted. The contract lump sum price paid for Water Pollution Control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation and submittal of Storm Water Annual Report as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not adjust payment for an increase or decrease in the quantity of storm water annual reports submitted. Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications does not apply.
The work to complete the final Storm Water Annual Report contract item is excluded from Section 7-1.17, "Acceptance of Contract," of the State Standard Specifications.

If risk level 2 or 3, the contract lump sum price paid for Water Pollution Control include includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation, collection, analysis, and reporting of storm water samples per qualifying rain event as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not adjust payment for an increase or decrease in the quantity of storm water sampling and analysis day. Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications does not apply.

You may request or the Engineer may order laboratory analysis of storm water samples. Laboratory analysis of storm water samples will be paid for as extra work under Section 4-1.03D, "Extra Work," of the State Standard Specifications.

The Department does not pay for the preparation, collection, laboratory analysis, and reporting of storm water samples for non-visible pollutants if WPC practices are not implemented before precipitation or if a failure of a WPC practice is not corrected before precipitation.

The Department does not pay for implementation of WPC practices in areas outside the highway right-of-way not specifically provided for in the plans or in the special provisions.
The Department does not pay for WPC practices installed at your construction support facilities.

WPC practices for which there are separate bid items of work are measured and paid for as those bid items of work.

For each failure to submit a completed Storm Water Annual Report, the Department withholds $10,000. This withhold is in addition to other withholds under Section 9-1.053, "Performance Failure Withholds," of the State Standard Specifications.

Each failure to comply with any part of these special provisions and each failure to implement water pollution control practices are considered separate performance failures.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with because the RWQCB fails to review the SWPPP within the specified time, you will be compensated for resulting losses and an extension of time will be granted under Section 8-1.09, "Delays," of the State Standard Specifications.

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ITEM NO. 2 - TRAFFIC CONTROL SYSTEM

The work consists of providing traffic control as required to complete the items of work shown on the plans and as described in these special provisions.

The Contractor's attention is directed to Sections 6-6, "Public Convenience and Safety," and 6-10, "Traffic Control Requirements" of the City Standard Specifications, Section 12, "Construction Area Traffic Control Devices," of the State Standard Specification, and "Public Safety", "Maintenance of Traffic, Public Safety and Convenience" elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 6-6 and 6-10 of the City Standard Specifications.

A traffic control system shall consist of closing traffic lanes, modifying traffic signals and developing and maintaining traffic detour in accordance with the details shown on the plans, the provisions of Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and these special provisions.

The Contractor shall provide 48-hour advance notification to the occupants of property to which the existing access will be closed for a period of time exceeding two hours. Notification may be verbal to the occupant of the property or by written notice placed on or near the building entrance or the property access point to be closed.

Traffic control devices, including signs, temporary traffic signals and temporary modifications to existing traffic signals, shall be utilized to route traffic and minimize impacts on the general public in conformance with these special provisions, as shown on the plans and as approved by the Engineer.

The Contractor shall submit to the Engineer for review and approval, at or prior to the pre-construction meeting, a plan showing traffic control measures for vehicles and pedestrians affected by the construction work. The traffic control plan shall include temporary signing and striping, denoting exact location of temporary sign placement. The City shall review and

approve the plan within 15 working days. The plan shall be developed in accordance with the plans and within the following parameters:

The Contractor shall furnish and install temporary traffic stripes and maintain temporary construction warning signs, lighting, signals, flaggers, barricades, striping, markings 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 pedestrian traffic within and through the limits of the project during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.

Two (2) changeable message boards shall be placed five (5) working days prior to start of work, one in each direction, and shall be used through the duration of the project.

A minimum of two (2) lanes of traffic in each direction shall be maintained on H Street within the limits of the project from 7:00 a.m. to 8:30 a.m. and from 4:00 p.m. to 6:00 p.m. A minimum of one (1) lane in each direction shall be maintained on H Street within the limits of the project at all other times.

All work shall be performed during the daylight hours on Monday through Friday unless otherwise approved by the Engineer. Work that impacts traffic shall be limited to between 8:30 a.m. and 4:00 p.m. on Monday through Friday, unless otherwise approved by the Engineer.

Work will be allowed on Saturday (7:00 a.m. to 5:00 p.m.) and Sunday (9:00 a.m. to 5:00 p.m.) as approved by the Engineer, with special attention to the City noise ordinance. The Contractor shall request approval to work weekends two (2) weeks in advance.

Weekend lane closures will be allowed from Friday 8:00 p.m. through Monday 6:00 a.m. as approved by the Engineer, with special attention to the City noise ordinance. The Contractor shall request approval for weekend closures two (2) weeks in advance.

Safe access for pedestrian traffic along all public streets and the multi-use trails paths along the American River channel levees shall be maintained in both directions at all times except where temporary closures are approved by the Engineer in advance.

Access for emergency vehicles shall be available along all streets within the construction area at all times.

The Contractor shall maintain existing electrical facilities, traffic and public safety in accordance with 34-5 and 34-7 of the City Standard Specifications and these special provisions.

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

On roads which shall remain open for traffic, construction of the new structural section adjacent to the existing traveled way shall be performed in successive and, once all operations are under way, concurrent operations of excavating, preparing subgrade, placing base materials and paving. Excavation for structural section within 7.5 feet of the existing traveled way shall not

precede the paving operation more than 4 working days unless approved by the Engineer and subject to the following conditions:

Material is placed and compacted against the vertical cuts within 7.5 feet of the existing traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, appropriate subgrade and structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

Minor deviations from the requirements of this Section concerning hours of work which do not significantly change the cost of the work may be permitted upon written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his/her written approval. All other modifications will be made by contract change order.

During the Contractor's operations that require aerial work over vehicle lanes, the Contractor shall close such lanes to public traffic. Lane closures shall be subject to the restrictions of this Section.

The traffic control plans shall be prepared by the contractor on an aerial photo. Traffic control plans shall show the work area and the exact location of all traffic control devices such as signs (including construction area signs), flashing arrows, flagmen, lights barricades, crash cushion modules, temporary striping, delineators, temporary railing (Type K), cones, other channelization devices, temporary traffic signals and signal modifications, temporary traffic signal span wires and temporary roadway pavement (if any).

If any component of the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to its original condition or replace the component and shall restore the component to its original location.

When the lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, approved by the Engineer, within the limits of the roadway right of way.

The Contractor shall be responsible for the safety of traffic within the project limits and on the approaches to the project. The Contractor shall be responsible for maintaining local property access within the limits of this contract.

Payment:
The lump sum price paid for Traffic Control System shall include full compensation for furnishing all labor (including flagging costs), materials (including all signs for staging construction and other signs as may be required, including changeable message boards), tools, equipment and incidentals and for doing all work involved in placing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system, including detour signs, as shown on the Plans, as specified in the City Standard Specifications, State Standard Specifications and these special provisions, and as directed by the Engineer.
Temporary traffic stripe, pavement markings and barrier railing shall be paid for separately as specified herein.

ITEM NO. 3 - REMOVE TRAFFIC STRIPE

Removal of traffic striping on existing pavement that is to remain and that is not overlaid, where shown on the Plans or directed by the Engineer to be removed, shall be removed in conformance with Section 15 of the State Standard Specifications.

Payment:
Payment shall be made at the unit price bid per linear foot for Remove Traffic Stripe and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved with removing existing and temporary traffic striping, as shown on the plans, as specified in these Special Provisions and State Standard Specifications, and as directed by the Engineer.

ITEM NO. 4 - REMOVE YELLOW PAINTED TRAFFIC STRIPE

GENERAL

Summary

This work includes removing existing yellow painted traffic stripe at the locations shown on the plans. The residue from the removal of this material is assumed to be a hazardous waste. Prior to removal of any yellow pavement markings, the contractor shall conduct lead-based paint surveys utilizing a certified consultant.

For bidding purposed, assume the residue from removal of yellow painted traffic stripe contains lead chromateand that the average lead concentration is greater than or equal to 1000 mg/kg total lead or 5 mg/l soluble lead. When applied to the roadway, the yellow painted traffic stripe contained as much as 2.6 percent lead. Residue produced from the removal of this yellow painted traffic stripe contains heavy metals in concentrations that may exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs. For bidding purposes, assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq. Yellow thermoplastic and yellow paint may produce toxic fumes when heated.

Submittals

Lead Compliance Plan: Submit a lead compliance plan under Section 7-1.07, "Lead Compliance Plan," of the State Standard Specifications.

Work Plan: Submit a work plan for the removal, containment, storage, and disposal of yellow painted traffic for acceptance not less than 15 days prior to the start of the removal operations.

The work plan must include:

1. Objective of the operation
2. Removal equipment
3. Type of hazardous waste storage containers
4. Container storage location and how it will be secured
5. Hazardous waste sampling protocol and QA/QC requirements and procedures
6. Qualifications of sampling personnel
7. Analytical lab that will perform the analyses
8. Certification documentation of the hazardous waste hauler that will transport the hazardous waste
9. Disposal site that will accept the hazardous waste residue

The Engineer will review the work plan within 5 business days of receipt.

Do not perform work that generates hazardous waste residue until the work plan has been accepted by the Engineer. The Engineer's review and acceptance does not waive any contract requirements and does not relieve the Contractor from complying with Federal, State, and local laws, regulations, and requirements.

Correct any rejected work plan and resubmit a corrected work plan within 5 business days of notification by the Engineer; at which time a new review period of 5 business days will begin.
Analytical Test Results: Submit analytical test results of the residue from removal of yellow painted traffic stripe, including chain of custody documentation, for review and acceptance before:

1. Requesting the Engineer's signature on the waste profile requested by the disposal facility
2. Requesting the Engineer obtain an EPA ID no. for disposal
3. Removing the residue from the site

United States Environmental Protection Agency Identification Number Request: Submit a request for the U.S. EPA ID no. when the Engineer accepts analytical test results documenting that residue from removal of yellow painted traffic stripe is a hazardous waste.
Disposal Documentation: Submit receiving landfill documentation of proper disposal within 5 business days of residue transport from the project.

CONSTRUCTION

Where grinding or other approved methods are used to remove yellow thermoplastic and yellow painted traffic stripe and pavement marking that will produce a hazardous waste residue, the removed residue, including dust, must be contained and collected immediately. Use a HEPA filter-equipped vacuum attachment operated concurrently with the removal operations or other equally effective approved methods for collection of the residue.

Store hazardous waste residue in labeled and covered containers. Labels must comply with the provisions of 22 CA Code of Regs §§66262.31 and 66262.32. Mark labels with:

1. Date the hazardous waste is generated
2. The words "Hazardous Waste"
3. Composition and physical state of the hazardous waste (for example, asphalt grindings with thermoplastic or paint)
4. The word "Toxic"
5. Name, address, and telephone no. of the Engineer
6. Contract no.
7. Contractor or subcontractor name

Use metal containers approved by the U.S. Department of Transportation for the transportation and temporary storage of the removed residue. Handle the containers such that no spillage occurs. Store containers in a secured enclosure. Acceptable secure enclosures include a locked chain link fenced area or a lockable shipping container located within the project limits until disposal as approved.

Make necessary arrangements to test the yellow thermoplastic and yellow paint hazardous waste residue as required by the disposal facility and these special provisions. Testing must include, at a minimum:

1. Total lead by EPA Method 6010C
2. Total chromium by US EPA Method 7000 series
3. Soluble lead by California Waste Extraction Test
4. Soluble chromium by California Waste Extraction Test
5. Soluble lead by Toxicity Characteristic Leaching Procedure
6. Soluble chromium by Toxicity Characteristic Leaching Procedure

From the 1st 220 gallons of hazardous waste or portion thereof if less than 220 gallons of hazardous waste are produced, a minimum of 4 randomly selected samples must be taken and analyzed individually. Samples must not be composited. From each additional 880 gallons of hazardous waste or portion thereof if less than 880 gallons are produced, a minimum of 1 additional random sample must be taken and analyzed. Use chain of custody procedures consistent with Chapter 9 of U.S. EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) while transporting samples from the project to the laboratory. Each sample must be homogenized before analysis by the laboratory performing the analyses. A sample aliquot sufficient to cover the amount necessary for the total and the soluble analyses must then be taken. This aliquot must be homogenized a 2nd time and the total and soluble analyses run on this aliquot. The homogenization process must not include grinding of the samples. Submit the name and location of the disposal facility that will be accepting the hazardous waste and the analytical laboratory along with the testing requirements not less than 5 business days before the start of removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The analytical laboratory must be certified by the CA Department of Public Health Environmental Laboratory Accreditation Program for all analyses to be performed.

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in CA under the requirements

of the disposal facility operator within 30 days after accumulating 220 pounds of residue and dust.

If less than 220 pounds of hazardous waste residue and dust is generated in total, it must be disposed of within 30 days after the start of accumulation of the residue and dust.

Use a hazardous waste manifest and a transporter registered with the CA Department of Toxic Substance Control. The Engineer will obtain the U.S. EPA ID no. and will sign all manifests as the generator within 2 business days of receiving and accepting the analytical test results and receiving your request for the U.S. EPA ID no.

If analytical test results demonstrate that the residue is a non–hazardous waste and the Engineer agrees, dispose of the residue at an appropriately permitted Class II or Class III facility under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Payment:
The contract price paid per linear foot for removing yellow painted traffic stripe including full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in removal, containment, storage, and disposal, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for (1) work plan for the removal, containment, storage, and disposal of yellow painted traffic stripe hazardous waste residue, (2) analytical test results, (3) US EPA ID no. request, and (4) receiving landfill documentation of proper disposal are included in the contract prices paid per linear foot for remove yellow painted traffic stripe and no separate payment will be made therefor.

Additional disposal costs for hazardous waste residue regulated under RCRA, as determined by test results, will be paid for as extra work as specified in Section 4-1.03D, "Extra Work," of the State Standard Specifications.

If analytical test results demonstrate that the residue is a non–hazardous waste and the Engineer agrees to disposal at a non–hazardous waste disposal facility, no cost adjustment will be made.

ITEM NO. 5 - COLD PLANE ASPHALT CONCRETE

This item shall include Cold Plane (0.2') and Cold Plane Asphalt Concrete to Bridge Deck. Cold planing shall be done in an approved manner by cold planning at the locations shown on the plans and as specified herein.

Cold Plane (0.2')
Cold planing machine shall be equipped with a cutter head no less than five feet (5') and shall be operated so as not to produce fumes or smoke. Rubber-tired grinding machines will only be

allowed with the Engineer's permission and with the understanding that any damage done by the grinding machine to the existing asphalt pavement or concrete gutter shall be repaired by the Contractor at their expense.

The depth, width and shape of the cut shall be as indicated on the plans or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform.

Unless otherwise shown on the plans, the depth of planing shall be 0.16 foot minimum at the edge of existing gutter lip, and shall be tapered to match the existing pavement grade over a width of at least six feet (6') from the lip. Where possible, the width of pavement planing at lip of gutter should be increased to an adjacent lane line or to a 13-foot maximum width. Pavement planing shall be carried around the corner roundings of adjacent streets to within one foot of the limit of overlay on adjacent streets.

At the end of the work day there shall not be any elevation difference between planed pavement and unplanned pavement in the traveled vehicle lanes. Any differences that parallel the centerline of the street in a longitudinal direction shall be sloped by either a temporary asphaltic plant mix cut back or additional planing, to produce a bevel within the planed pavement. The slope of either the cutback or the bevel shall be not greater than one inch vertical in twelve inches horizontal. Elevation differences between planed pavement and lips of gutters are not required to be sloped. C37 "Bump" sign shall be installed as directed by the Engineer.

Elevation differences perpendicular to the centerline of the street, in a transverse direction, shall be sloped as directed by the Engineer with cutback and shall not exceed one inch vertical in twelve inches horizontal.

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

The Contractor shall remove existing asphalt concrete from the gutter pan and face of the gutter lip as directed by the Engineer.

The Contractor shall exercise extreme care to avoid damaging the gutter lips during the planing operation. Damaged gutter lips which are spalled in excess of one inch deep by five inches long shall be repaired at the Engineer's direction. The cost of repairs to damaged gutter shall be considered as included in the price paid for Cold Plane Asphalt Concrete (0.2'), and no separate payment shall be made therefore.

The street shall be swept with a mechanical type pickup machine throughout the course of grinding operations and shall be thoroughly clean and clear of all grindings at the end of each working day and prior to placing temporary striping. The Contractor shall have a separate power sweeper for every grinding machine used throughout the operation.

Extreme care shall be exercised to avoid spillage of grindings into drain inlets. Any such spillage shall be promptly removed. All vegetation shall be removed from the gutter lip and other street areas to be resurfaced.

The grinding shall become the property of the Contractor and disposed of off-site.

The Contractor shall provide means for temporary lane delineation, including centerline (yellow) and/or lane lines (white), between the time of grinding operations and roadway paving. Temporary lane delineation shall conform to the requirements of Temporary Pavement Delineation as specified elsewhere in these special provisions.

Cold Plane Asphalt Concrete to Bridge Deck

This work includes removing existing asphalt concrete surfacing by cold milling to the existing portland cement concrete slab at the bridge deck in Span 1.

Construction

Cold milling equipment must be able to:

1. Remove concrete a minimum depth of 1/4 inch
2. Provide a surface relief of at most 1/4 inch
3. Provide a 5/32-inch grade tolerance

Cold milling equipment must have the following features:

1. 3 or 4 riding tracks
2. An automatic grade control system with electronic averaging having 3 sensors on each side of the equipment
3. A conveyer system that leaves no debris on the bridge
4. A drum that operates in an up-milling direction
5. Bullet tooth tools with tungsten carbide steel cutting tips
6. A maximum tool spacing of 1/4 inch
7. A maximum operating weight of 66,000 pounds
8. A maximum track unit weight of 6,000 pounds per foot
9. New tooth tools at the start of the job

Provide personnel on each side of the milling drum to monitor cold milling activities. Maintain constant radio communication with the operator during milling activities.

Verify the depth of asphalt concrete surfacing at the beginning and end of the area and at 1 location on each shoulder, the roadway crown, and in the traveled way.

Remove existing asphalt concrete surfacing by cold milling. At least 1/2 inch of asphalt concrete surfacing must remain after cold milling activities. Remove remaining 1/2 inch of asphalt

surfacing using other means. The existing concrete slab must not be damaged during removal operations.

Dispose of removed materials under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

Payment:
Payment shall be made at the unit price bid per cubic yard for Cold Plane Asphalt Concrete and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in pavement planing as specified in these special provisions and as directed by the Engineer. Cold Plane Asphalt Concrete (0.2') and Cold Plane Asphalt Concrete to Bridge Deck shall be measured and paid for as Cold Plane Asphalt Concrete.

ITEM NO. 6 - TRAFFIC STRIPE

Traffic stripes and pavement markings, both white and yellow, shall be placed to match existing striping in accordance with these Special Provisions, as directed by the Engineer, and in conformance with Sections 84-1 and 84-2 of the State Standard Specifications. All pavement markings shall be in conformance with the State Standard Plans (latest edition).

Material
Traffic stripes shall be pavement marking tape on concrete surfaces and thermoplastic stripe on asphalt concrete surfaces.

Pavement marking tape shall be 3M Stamark contrast pavement marking tape, 380AW-5 or approved equal.

Thermoplastic shall be Alkyd type for extrusion application and shall produce an adherent reflectorized strip capable of resisting deformation by traffic.

The thermoplastic material shall be 100 percent solids. The binder shall consist of synthetic alkyd resins and shall be homogeneously incorporated with all the necessary prime pigments, fillers, and glass beads to produce a traffic coating to meet the requirements as specified herein.

Characteristics of Finished Thermoplastic:

	White	Yellow
Glass Beads, AASHTO M-247, Type I, percent by weight, min. (Cal. Test Method 423)	30	30
Titanium Dioxode (TiO2), percent by weight, min. (AASHTO T250-77)	10	
Lead Chromate, Medium Heat Stability, percent by weight, min.		2.5
Specific Gravity, max. (Cal. Test Method 423)	2.15	2.15
Binder, percent by weight, min.	18	18

	White	Yellow
(Cal. Test Method 423)		
Ring & Ball Softening Point, °F (ASTM E28)	200 – 240	200 – 240
Tests on Material after 4 hours heat with stirring at 425° + 2°F, which includes 1 hour for meltdown and temperature stabilization:		
Bond Strength to Concrete, 0.125-inch thick film drawdown at 425°F test at 75°F + 2°F, psi, min (Cal. Test Method 423)	180	180
Brookfield Thermosel Viscosity, Spindle SC4-27, 20 RPM at 425°F, Poise (Cal. Test Method 423)	30 – 45	30 – 45
Impact Resistance, Falling Ball Method, 0.125-inch thick film drawdown at 425°F on concrete. Test at 75°F + 2°F inch-lbs., (ASTM D2794)	10	10
Daylight Luminous Reflectance, min. (ASTM E97)	75	40
Yellowness Index, max., (ASTM E313)	.15	
Hardness, Shore A-2 Durometer with 2 kilogram weight at 115°F (Cal. Test 423)	60 – 80	60 – 80
Low Temperature Stress Cracking, Resistance at 25°F (AASHTO)	No Crack	No Crack
Color Match, Federal Std. No. 595a, Color No. 33538		Passes

Application

The thermoplastic material shall be applied by extrusion methods in a single uniform layer.

Stencils shall be used when applying thermoplastic material for pavement markings. Stencils may be new or used, if in good condition. If stencils are bent or damaged, they shall be replaced at the request of the Engineer.

The pavement surface to which thermoplastic material is applied shall be completely coated by the material and the voids of the pavement surface shall be filled.

Unless otherwise specified in the Special Provisions, the thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.075-inch. Thermoplastic Material for pavement markings shall be applied at a minimum thickness of 0.125-inch. Glass beads shall be applied immediately to the surface of the molten thermoplastic material, at a rate of not less than 8 lbs. per 100 sq. ft. The amount of glass beads applied shall be measured by stabbing the glass beads tank with a calibrated rod.

The Contractor shall apply all traffic stripes and markings on new asphalt surface in accordance with the manufacturer's recommendations and these Special Provisions. All traffic stripes and markings shall be applied **within five (5) calendar days** of the placement of the asphaltic overlay. **If the Contractor fails to have all striping and markings applied as required by these Special Provisions, the Contractor shall pay administrative penalties of $500 per calendar day until all work is completed.**

Tolerances and Appearance

The completed traffic stripes and markings shall have clean and well-defined edges without deformations, and shall be free of tears or other disfigurements. Improperly placed, defective, or disfigured traffic stripes and markings shall be immediately removed from the pavement surface by methods approved by the Engineer. All such removal work shall be at the Contractor's expense.

Completed traffic stripes shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignment. On tangent alignment, when a 100' string line is stretched taught and placed directly on the outer edge of the completed traffic stripe, the distance between the string and the edge of the traffic stripe shall not exceed three-fourths of one inch (3/4") when measured anywhere along any 100' interval of the tangent alignment. On curved alignment, the outer edge of the traffic stripe shall not deviate more than three-fourths of one inch (3/4") from the true arc. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than 2" from the lengths required to produce a uniformly repeating, broken-stripe pattern.

Measurement

Traffic stripes shall be measured by the linear foot for striping, without deductions for gaps in broken traffic stripes. Each linear foot of double four-inch (4") wide traffic striping, such as double center stripes, shall be measured as one and one-half feet (1.5') of traffic striping. Measurement of traffic stripes shall not include the supply and installation of reflective pavement markers.

Payment

Payment at the unit price bid per linear foot for Traffic Stripe shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in applying traffic stripes, complete in place, including establishing alignment of stripes, and layout work, as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 7 - PAVEMENT MARKERS (Retroreflective)

Retroreflective raised pavement markers shall be placed as shown on the plans and in conformance with the provisions in Section 85, "PAVEMENT MARKERS," of the State Standard Specifications and these special provisions.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 6-1.07, "CERTIFICATES OF COMPLIANCE," of the State Standard Specifications.

Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers.

Payment:

Payment at the unit price bid per each for Pavement Markers (Retroreflective) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing

all the work involved with installing pavement markers, complete and in place, as shown on the plans, as specified in these Special Provisions and State Standard Specifications, and as directed by the Engineer.

ITEM NO. 8 - AGGREGATE BASE CLASS 2

Aggregate Base Class 2 shall be placed as shown on the plans and shall conform to the provisions in Section 26 of the State Standard Specifications and these Special Provisions.

The exposed subbase material shall be graded and recompacted to 95% relative compaction as specified in Section 19-5.03 of the State Standard Specificaions prior to placing aggregate base.

Recycled aggregate base with up to 100% reclaimed material may be used subject to the approval of the Engineer.

All aggregate base shall be Class 2 unless otherwise shown on the plans or specified herein.

Payment:
Payment shall be at the unit price bid per ton for Aggregate Base Class 2 and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved with placing and compacting aggregate base material, complete and in place, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 9 - CURB & GUTTER TYPE 1 (MOD)

This item shall consist of constructing curb and gutter in accordance with City of Sacramento Standard Drawing T-11, Type 1, as modified by the plans, and shall conform to the applicable requirements of Sections 24 and 38 of the City Standard Specifications.

Payment:
Payment shall be at the unit price bid per linear foot for Curb and Gutter Type 1 (Mod) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing Curb & Gutter Type 1 (Mod) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Aggregate base below curb and gutter will be paid for separately as specified elsewhere in these special provisions.

ITEM NO. 10 - MEDIAN CURB TYPE 14

This item shall consist of constructing curb and gutter in accordance with City of Sacramento Standard Drawing T-11, Type 14, and shall conform to the applicable requirements of Sections 24 and 38 of the City Standard Specifications.

Payment:
Payment shall be at the unit price bid per linear foot for Median Curb Type 14 and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for

doing all work involved in constructing Median Curb Type 14 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Aggregate base below curb and gutter will be paid for separately as specified elsewhere in these special provisions.

ITEM NO. 11 - MEDIAN CURB TYPE 14 (MOD)

This item shall consist of constructing curb and gutter in accordance with City of Sacramento Standard Drawing T-11, Type 14 (Mod), as modified by the plans, and shall conform to the applicable requirements of Sections 24 and 38 of the City Standard Specifications.

Payment:
Payment shall be at the unit price bid per linear foot for Median Curb Type 14 (Mod) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing Median Curb Type 14 (Mod) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Aggregate base below curb and gutter will be paid for separately as specified elsewhere in these special provisions.

ITEM NO. 12 - CURB TYPE 3

This item shall consist of constructing concrete curb in accordance with City of Sacramento Standard Drawing T-11, Type 3, and shall conform to the applicable requirements of Sections 24 and 38 of the City Standard Specifications.

Payment:
Payment shall be at the unit price bid per linear foot for Curb Type 3 and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing Curb Type 3 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 13 - TRUNCATED DOME MATS

The Contractor shall furnish and install truncated domes at each curb ramp at the locations shown on the Plans, in accordance with the details shown on the City Standard Drawings T-78 and T-79, as shown on the Plans and as specified in these Special Provisions.

Truncated domes, shall be prefabricated detectable warning surface, composed of a vitrified polymer including aluminum oxide such as "Armor-Tile" Product #ADA-C-3648S-YW, Cast-In-Place, Sound Amplifying, Color Yellow as manufactured by Engineered Plastics Inc. or approved equal.

Installation of detectable warnings shall be by manufacturer trained and certified individuals. The Contractor shall provide the Engineer with copies of these certificates prior to beginning work. Installation shall have a five (5) year written warranty from the Contractor. A copy of the written warranty shall be submitted to the Engineer.

Payment
Payment shall be at the unit price bid per each Truncated Dome Mat location and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in placing Truncated Dome Mats, as specified in these Special Provisions and/or as directed by the Engineer.

ITEM NO. 14 - PORTLAND CEMENT CONCRETE (MISCELLANEOUS AREA)

This item shall consist of constructing 8" Portland Cement Concrete pavement where shown on the Plans and shall conform to the applicable requirements of Sections 24 and 38 of the City Standard Specifications.

Payment
Payment shall be at the unit price bid per cubic yard for Portland Cement Concrete (Miscellaneous Area) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved with constructing Portland Cement Concrete (Miscellaneous Area), including grading and compacting subgrade, as shown on the plans, as specified in these Special Provisions and/or as directed by the Engineer.

Aggregate base below Portland Cement Concrete (Miscellaneous Area) will be paid for separately as specified elsewhere in these special provisions.

ITEM NO. 15 - CONCRETE PAVEMENT TRANSITION PANEL

This item shall consist of constructing Concrete Pavement Transition Panels where shown on the Plans and shall conform to Concrete Pavement to Asphalt Concrete Transition Panel details on Caltrans Standard Plan P30, and applicable requirements of Sections 24 and 38 of the City Standard Specifications.

MATERIALS

Concrete

Concrete for structure pavement transition panels must contain not less than 675 pounds of cementitious material per cubic yard and must comply with "Rapid Strength Concrete for Structures" of these special provisions.

Payment
Payment shall be at the unit price bid per cubic yard for Concrete Pavement Transition Panel and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved with constructing Concrete Pavement to Asphalt Concrete Transition Panels, including grading and compacting subgrade, as shown on the plans, as specified in these Special Provisions and/or as directed by the Engineer.

Aggregate base below Concrete Pavement Transition Panels will be paid for separately as specified elsewhere in these special provisions.

ITEM NO. 16 - PLACE HOT MIX ASPHALT CONCRETE (MISCELLANEOUS AREA)

This item shall consist of furnishing and placing Asphalt Concrete (miscellaneous area) where shown on the Plans and as directed by the Engineer, including Asphalt Concrete Overlay at both approaches, 6" Asphalt Concrete at Abutment 1 and Remove and Replace Asphalt Concrete in Spans 6 and 7. Asphalt concrete pavement shall conform to the requirements for Asphalt Concrete (Type A) as specified in the State Standard Specifications and the following special provisions.

Before the asphalt concrete is placed, a tack coat of asphaltic emulsion shall be applied to the edges of the existing pavement and gutter lips. Asphalt Binder to be mixed with aggregate shall be steam-refined paving asphalt, performance grade PG 64-10.

Payment:
Payment shall be at the unit price bid per ton for Place Hot Mix Asphalt Concrete (Miscellaneous Area) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in delivering and placement of asphalt concrete as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. Full compensation for removing asphalt concrete in Spans 6 and 7 for Remove and Replace Asphalt Concrete shall be included in the unit price bid per cubic yard for Place Hot Mix Asphalt Concrete (Miscellaneous Area) and no separate payment will be made therefor.

ITEM NO. 17 - PLACE HOT MIX ASPHALT DIKE (Type A)

This item shall consist of furnishing and placing Asphalt Concrete Dike where shown on the Plans and as directed by the Engineer. Asphalt concrete pavement shall conform to the requirements for Asphalt Concrete (Type A) as specified in the State Standard Specifications and the following special provisions.

Before the asphalt concrete is placed, a tack coat of asphaltic emulsion shall be applied to the edges of the existing pavement and gutter lips. Asphalt Binder to be mixed with aggregate shall be steam-refined paving asphalt, performance grade PG 64-10.

Payment:
Payment shall be at the unit price bid per linear foot for Place Hot Mix Asphalt Dike (Type A) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in delivering and placement of asphalt concrete dike as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 18 - REMOVE METAL BEAM GUARD RAILING

Existing metal beam guard railing, where shown on the plans to be removed, shall be removed and disposed of.
Existing concrete anchors or steel foundation tubes shall be completely removed and disposed of. Full compensation for removing concrete anchors shall be considered as included in the contract lump sum price paid for remove metal beam guard railing and no separate payment will be made therefor.

Full compensation for removing cable anchor assemblies, terminal anchor assemblies or steel foundation tubes shall be considered as included in the contract lump sum price paid for remove metal beam guard railing and no separate payment will be made therefor.

Payment:
Payment shall be at the lump sum price bid for Remove Metal Beam Guardrail and shall include all labor, materials, equipment and incidentals necessary to remove metal beam guardrail, as shown on the plans, as specified herein and as directed by the Engineer.

ITEM NO. 19 - METAL BEAM GUARD RAIL TERMINAL SYSTEM (MOD)

This item shall consist of constructing Metal Beam Guard Rail Terminal Systems (Mod) as shown on the Plans and shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the State Standard Specifications and these Special Provisions.

Payment:
Payment shall be at the unit price bid per each for Metal Beam Guard Rail Terminal System (Mod) and shall include all labor, materials, equipment and incidentals necessary to construct metal beam guard rail terminal systems, as shown on the plans, as specified herein and as directed by the Engineer.

ITEM NO. 20 - HANDRAILING

This item shall consist of constructing galvanized steel pipe Handrailing as shown on the Plans and in conformance with the provisions in Sections 83-1, "Railings," of the State Standard Specifications.

Payment:
Payment shall be at the unit price bid per linear foot for Handrailing and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved with constructing Handrailing as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

CLEAN AND TREAT BRIDGE DECK

This work shall consist of the following three pay items:

Item No. 21 – Clean Bridge Deck
Item No. 22 – Furnish Bridge Deck Treatment Material
Item No. 23 – Treat Bridge Deck

ITEM NO. 21 - CLEAN BRIDGE DECK

This work consists of abrasive blast cleaning the portland cement concrete bridge deck.

General

Traffic stripes, pavement markings, and pavement markers must be removed under "Remove Traffic Stripe", "Remove Yellow Painted Traffic Stripe" and "Cold Plane Asphalt Concrete" of these Special Provisions before cleaning the deck surface.

Construction

Abrasive blast clean the deck surface with steel shot. Remove all laitance, contaminants, and foreign material. Sweep the deck surface. Blow the deck surface clean using high-pressure air. Steel shot must comply with SSPC-AB3. Recycled steel shot must comply with SSPC-AB2.

The deck surface must be dry when abrasive blast cleaning is performed. Laitance, surface contaminants, and foreign material must be removed from the bridge deck surface.
Remove dust and residue from abrasive blast cleaning using a vacuum attachment operating concurrently with blasting equipment when abrasive blast cleaning within 10 feet of public traffic.

If the deck surface becomes contaminated before placing methacrylate resin, abrasive blast clean the contaminated area and sweep the deck clean

Dispose of removed materials under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

Payment

Payment shall be at the unit price bid per square foot for clean bridge deck and includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in cleaning the bridge deck, including removing contrast treatment except slurry or chip seal contrast treatment, complete in place, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Removal of slurry or chip seal contrast treatment will be paid for as extra work as specified in Section 4-1.03D, "Extra Work," of the State Standard Specifications.

ITEM NO. 22 - FURNISH BRIDGE DECK TREATMENT MATERIAL

GENERAL

This work includes furnishing a high molecular weight methacrylate (HMWM) resin system with sand and absorbent material to bridge decks.

Submittals

Submit a material safety data sheet for each HMWM resin system component and diatomaceous earth shipment before use.

Quality Control and Assurance

Submit samples of HMWM resin components 15 days before use under Section 6-3, "Testing," of the State Standard Specifications. Notify the Engineer 15 days before delivery of HMWM resin components in containers over 55 gallons to the job site.

Complete a test area before starting work. Results from airborne emissions monitoring of the test area must be submitted to the Engineer before starting production work.
The test area must:

1. Be approximately 500 sq ft
2. Be placed within the project limits outside the traveled way at an approved location
3. Be constructed using the same equipment as the production work
4. Replicate field conditions for the production work
5. Demonstrate proposed means and methods meet the acceptance criteria
6. Demonstrate production work will be completed within the time allowed
7. Demonstrate suitability of the airborne emissions monitoring plan

The test area will be acceptable if:

1. The treated deck surface is tack free and non-oily
2. The sand cover adheres and resists brushing by hand
3. Excess sand and absorbent material has been removed
4. The coefficient of friction is at least 0.35 when tested under California Test 342

MATERIALS

HMWM resin system consists of a resin, promoter, and initiator. HMWM resin must be low odor and comply with the following:

HMWM Resin

Property	Requirement	Test Method
Volatile Content*	30 percent, maximum	ASTM D 2369
Viscosity*	25 cP, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 77°F)	ASTM D 2196
Specific Gravity*	0.90 minimum, at 77°F	ASTM D 1475
Flash Point*	180°F, minimum	ASTM D 3278
Vapor Pressure*	1.0 mm Hg, maximum, at 77°F	ASTM D 323
Tack-free Time	400 minutes, maximum, at 25°C	Specimens prepared per California Test 551
PCC Saturated Surface-Dry Bond Strength	3.5 MPa, minimum at 24 hours and 21 ± 1°C	California Test 551

*Test must be performed before adding initiator.

Sand for abrasive sand finish must:

1. Be commercial quality dry blast sand
2. Have at least 95 percent pass the No. 8 sieve and at least 95 percent retained on the No. 20 sieve when tested under California Test 205

Absorbent material must be diatomaceous earth, abrasive blast dust, or substitute recommended by the HMWM resin supplier and approved by the Engineer.

Payment:
Payment shall be at the unit price bid per gallon for Furnish Bridge Deck Treatment Material and will be measured by the gallon of mixed HMWM resin actually placed. No payment will be made for materials wasted or not incorporated in the work.

ITEM NO. 23 - TREAT BRIDGE DECK

GENERAL

This work includes applying a high molecular weight methacrylate (HMWM) resin system with sand and absorbent material to bridge decks, taking deck core samples from methacrylate-treated portions of the bridge deck and filling the holes with rapid setting concrete.

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Submittals

Submit a HMWM resin system placement plan and a public safety plan under Section 5-1.02, "Plans and Working Drawings," of the State Standard Specifications. The plan review time is 15 days.

The HMWM resin system placement plan must include:

1. Schedule of work and testing for each bridge
2. Description of equipment for applying HMWM resin
3. Range of gel time and final cure time for HMWM resin
4. Absorbent material to be used
5. Description of equipment for applying and removing excess sand and absorbent material
6. Procedure for removing HMWM resin from the deck, including equipment
7. Storage and handling of HMWM resin components and absorbent material
8. Disposal of excess HMWM resin and containers

The public safety plan must include:

1. A public notification letter with a list of delivery and posting addresses. The letter must state HMWM resin work locations, dates, times, and what to expect. Deliver the letter to residences and businesses within 100 feet of HMWM resin work locations and to local fire and police officials at least 7 days before starting work. Post the letter at the job site.
2. An airborne emissions monitoring plan prepared and executed by a certified industrial hygienist (CIH) certified in comprehensive practice by the American Board of Industrial Hygiene. The plan must have at least 4 monitoring points including the mixing point, application point, and point of nearest public contact. Monitor airborne emissions during HMWM resin work and submit emissions monitoring results after completing the work.
3. An action plan for protection of the public when airborne emissions levels exceed permissible levels.
4. A copy of the CIH's certification.

CONSTRUCTION

HMWM resin system applied by machine must be:

1. Combined in volumetric streams of promoted resin to initiated resin by static in-line mixers
2. Applied without atomization

HMWM resin system may be applied manually. Limit the quantity of resin mixed for manual application to 5 gallons at a time.

Prepare the deck under "Clean Bridge Deck," of these Special Provisions.

The deck must be dry before applying HMWM resin. The concrete surface must be at least 50 degrees F and at most 100 degrees F. Relative humidity must be expected to be at most 85 percent during the work shift.

Thoroughly mix all components of HMWM resin. Apply HMWM resin to the deck surface within 5 minutes of mixing at approximately 90 sq ft per gallon. The Engineer determines the exact application rate. The resin gel time must be between 40 and 90 minutes. HMWM resin that thickens during application is rejected.

Spread the HMWM resin uniformly. Completely cover surfaces to be treated and fill all cracks. Redistribute excess resin using squeegees or brooms within 10 minutes of application. For textured or grooved deck surfaces, excess resin must be removed from the texture indentations.

Apply the abrasive sand finish of at least 2 lbs per sq yd or until saturation as determined by the Engineer no sooner than 20 minutes after applying resin. Apply absorbent material before opening lane to traffic. Remove excess sand and absorbent material by vacuuming or power sweeping.

Traffic or equipment will be allowed on the overlay after the Engineer has determined:

1. The treated deck surface is tack free and non-oily
2. The sand cover adheres and resists brushing by hand
3. Excess sand and absorbent material has been removed
4. No material will be tracked beyond limits of treatment by traffic

Remove the HMWM resin from the deck surface if the Engineer determines (1) the above listed conditions have not been met and (2) the allowable lane closure time will be exceeded.

The Engineer performs California Test 342 on treated deck surfaces. The Engineer provides at least a 15-day notice for the Contractor to provide traffic control for each bridge location. The coefficient of friction of the treated deck must be at least 0.35.

Payment for Furnishing Bridge Deck Treatment will be measured by the square foot based on the dimensions shown on the plans and will be paid for as treat bridge deck. Furnish bridge deck treatment material will be measured by the gallon of mixed HMWM resin actually placed and will be paid for as furnish bridge deck treatment material. No payment will be made for materials wasted or not incorporated in the work.

CORE TREATED BRIDGE DECK
MATERIALS

Rapid setting concrete must comply with "Rapid Setting Concrete Patches" of these special provisions.

Water for coring activities must contain no more than 1,000 PPM of chlorides as Cl and no more than 1,300 PPM of sulfates as SO_4.

CONSTRUCTION

Take 2 core samples 2 inches in diameter and 5 inches deep from each bridge deck span. Clean cored holes and fill with rapid setting concrete. Label core samples with the project contract number, bridge number, and span location. Submit core samples to the Engineer.

Core holes no sooner than 24 hours after placing methacrylate resin. Core samples must be taken over an existing crack in the deck at a location determined by the Engineer. At most 8 core samples will be taken at each bridge.

Concrete adjacent to the holes must not be damaged during coring. Cored holes must be clean and dry before patching. Removing 1/8 inch of concrete during hole cleaning is not required.

Payment:

Payment shall be at the unit price bid per square foot for Treat Bridge Deck and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and applying bridge deck HMWM resin treatment, including sand and absorbent material, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

Full compensation for Public Safety Plan shall be considered as included in the contract prices paid for the items of work involving bridge deck methacrylate resin treatment and no additional compensation will be allowed therefor.

Full compensation for providing traffic control for the Engineer to perform inspections and testing shall be considered as included in the contract prices paid for the items of work involving bridge deck methacrylate resin treatment and no additional compensation will be allowed therefor.

Full compensation for coring treated bridge deck, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in coring the holes, including repairing damaged reinforcement and patching holes with rapid setting concrete, as shown on the plans, as specified in these special provisions, and as directed by the Engineer, shall be considered as included in the contract prices paid for the items of work involving bridge deck methacrylate resin treatment and no additional compensation will be allowed therefor.

REPAIR SPALLED OVERHANG BRACKETS

This work shall consist of the following two pay items:

Item No. 24 – Repair Spalled Overhang Brackets
Item No. 25 – Epoxy Inject Crack

ITEM NO. 24 - REPAIR SPALLED OVERHANG BRACKETS

This work consists of repairing concrete surfaces of overhang brackets in Spans 1 and 2 by removing and disposing of unsound portland cement concrete, cleaning concrete surfaces and reinforcing steel, placing reinforcement, and filling spalled areas to the limits designated by the Engineer, as shown on the plans, and in conformance with the provisions in Sections 15, "Existing Highway Facilities," 51, "Concrete Structures," and 95-1, "Epoxy," of the State Standard Specifications and these special provisions.

The material for filling spalled areas, and any bonding material between the existing concrete and filling material shall be as shown on the plans and conform to the following requirements:

PROPERTY	REQUIREMENT	TEST METHOD
Abrasion resistance at 28 days	25 grams, max.	CA Test 550
Modulus of elasticity at 28 days	10.3 to 24.1 GPa	CA Test 551
Water soluble chlorides	500 mg/kg, max.	CA Test 422
Water soluble sulfates	2500 mg/kg, max.	CA Test 417

B. Material for repairing concrete surfaces shall have been previously approved, and shall be accompanied by a Certificate of Compliance as provided in Section 6-1.07, "Certificates of Compliance."

Unsound concrete is as delineated on the plans or generally that concrete which emits a relatively dead or hollow sound when its surface is tapped with a metal tool. Concrete encasing corroded reinforcing steel beyond the limits identified by the dead or hollow sound may be considered as unsound concrete. The Engineer will determine which concrete is unsound and which concrete is sound.

Equipment and tools shall not be used to remove unsound concrete which, in the opinion of the Engineer, cause the removal of excess quantities of sound concrete along with the unsound concrete.

After the removal of unsound concrete has been completed, any existing reinforcing steel which has been exposed shall be restored to position and blocked and tied in conformance with the provisions in Section 52, "Reinforcement," of the State Standard Specifications.

Reinforcing steel that has been damaged to the extent that its usefulness is destroyed as a result of the Contractor's operations, shall be repaired or replaced by the Contractor at his expense.

Prior to filling spalled areas, the concrete surfaces and exposed reinforcing steel shall be cleaned of all oil, soot, rust and deleterious material by abrasive blasting.

When instructions for mixing, bonding, or curing are furnished by the filler or bonding material supplier, these instructions shall be followed except as modified in these provisions.

Within 14 days after placement, the patch shall emit a ringing sound similar to the sound obtained from the adjacent sound concrete when tapped with a metal tool.

Access shall be provided by the Contractor to allow the Engineer to reach the spalled areas to determine limits for removal, and the repaired areas for testing by tapping and measurement.

Payment:
Filling repair areas will be measured and paid for by the square foot as repair spalled overhang bracket.
Measurement shall be made on the completed surface of the repaired areas. The measured area shall be agreed upon daily between the Contractor and the Engineer.

The contract prices paid per square foot for repair spalled overhang bracket shall include full compensation for furnishing all labor, materials, including reinforcement, concrete anchors and machine bolts, tools, equipment, and incidentals, and for doing all the work involved in repairing spalled surface area, complete in place, , as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 25 - EPOXY-INJECT CRACK

Cracks that are designated by the Engineer in the existing concrete structure shall be prepared and filled with pressure injected epoxy in conformance with the details shown on the plans and these special provisions.

The Engineer will not designate cracks that are less than 8 mils wide for epoxy injection.

MATERIALS

The epoxy adhesive to be used for injecting into cracks in concrete shall be furnished in conformance with the provisions in Sections 95-1, "General," and 95-2.11, "Epoxy Resin Adhesive for Injection Grouting of Portland Cement Concrete Pavements, " of the State Standard Specifications and these special provisions.

Where cracks of varying widths are to be filled, it may be necessary to use more than one epoxy formulation.

PREPARATION

Cracks to be filled shall be cleaned free of dust, silt, and any other material that would impair bond of epoxy to concrete. Cleaning shall be done with oil free compressed air. When compressed air does not remove the material in the cracks, the cracks shall be flushed with water under pressure. When flushing water is used, the water shall be blown out of the cracks with oil-free compressed air before epoxy is injected.

Suitable injection ports shall be inserted in the cracks at intervals not less than the thickness of the concrete being injected. At the end of a crack, the first port shall be about one-half this distance from the end. The spacing of the ports shall be adjusted so that the epoxy substantially fills the cracks.

The surface of crack between ports shall be sealed with tape or other temporary surface sealant that is capable of retaining the epoxy adhesive in the crack during pressure injection and until the epoxy has hardened.

Where cracks are to be injected in spalled areas to be repaired, unsound concrete shall be removed prior to injection of cracks.

INJECTION

Epoxy adhesive shall be pumped into the cracks through the injection ports. The pump, hose, injection gun and appurtenances shall maintain the proportion and mix of the epoxy and shall also inject the epoxy at a sufficient rate and pressure to completely fill all designated cracks. A suitable gasket shall be used on the head of the injection gun to prevent epoxy from running down the face of the concrete. Pumping pressure shall be kept as low as practical.

The temperature of the concrete shall be not less than 50°F or greater than 90°F at the time that epoxy is injected.

Before starting injection work and at hourly intervals during injection work, when requested by the Engineer, a 3 ounce sample of mixed epoxy shall be taken from the injection gun. If samples show any evidence of improper proportioning or mixing, injection work shall be suspended until the equipment or procedures are corrected.

The epoxy shall be forced into the first port at one end of a crack until epoxy runs in substantial quantity from the next adjacent port. The first port shall then be sealed and injection started at the next port. Injection shall then continue from port to port in this manner until the crack is fully injected. For slanting or vertical cracks, pumping shall start at the lower end of the crack.

Where approximately vertical and horizontal cracks intersect, the vertical crack below the intersection shall be injected first. Ports shall be sealed by removing the fitting, filling the void with epoxy, and covering with tape or surface sealant.

Sealing tape and temporary surface sealant shall remain in place until the epoxy has hardened. On faces of concrete exposed to public view, sealant tape and other temporary surface sealant shall be removed when no longer required and any spillage of epoxy shall also be removed. Surfaces that are not visible to the public are not required to be cleaned.

Payment:

The basis of payment for epoxy-inject crack shall be a total of the lengths of the cracks which are designated by the Engineer to be injected and which have been filled with epoxy.

Where cracks are designated for injection on opposite sides of a concrete member and the epoxy adhesive injected on one side penetrates through the members to completely fill the crack on the opposite side, payment will be made for cracks on both sides, as though injection has been performed on both sides, except that no payment will be made for such cracks on the opposite side that were not designated by the Engineer for injection.

Where a crack designated for injection extends around a corner of a concrete member, the length of crack on both faces will be measured for payment.

The contract price paid per foot for epoxy-inject crack shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and injecting the cracks in existing concrete, complete in place, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 26 - REPAIR OPEN JOINT

This work includes removing existing concrete and portions of existing embedded angles and anchors at expansion joints at Piers 3, 4 and 6, preparing and cleaning contact surfaces and joints, applying methacrylate resin prime coat, and placing polyester concrete at bridge joints as shown on the plans and as specified in these special provisions.

Existing portland cement concrete shall be removed to the dimensions shown on the plans by methods that will not damage the portland cement concrete that is to remain in place. Except where shown on the plans to be removed, existing reinforcement and joint armor shall be protected in place.

When the expansion joint repair exceeds 6 feet in length, joint material that is 1/4 inch wide and either expanded polyurethane or expanded polyethylene shall be installed. The joint material shall be placed at no more than 6-foot spacing, centered on lanes and lane lines.

SUBMITTALS

Before starting polyester concrete work, the Contractor shall submit plans in conformance with Section 5-1.02, "Plans and Working Drawings," of the State Standard Specifications and these special provisions for the following:

A. Public safety plan for the use of methacrylate resin and polyester concrete
B. Placement plan for the construction operation

The plans shall identify materials, equipment, and methods to be used.
The public safety plan for the use of methacrylate resin and polyester concrete shall include details for the following:

A. Shipping
B. Storage
C. Handling

D. Disposal of residual methacrylate resin, polyester concrete, and the containers

When polyester concrete work is to be conducted within 100 feet of a residence, business, or public space, including sidewalks or bike paths under a structure, the Contractor shall notify the public at least 7 days before starting work and monitor airborne emissions during the work.

Public notification and monitoring of airborne emissions shall conform to the following:

A. The public safety plan shall include a copy of the notification letter and a list of addresses and locations where the letter will be delivered and posted. The letter shall describe the work to be performed and state the polyester concrete expansion dam work locations, dates, and times. The letter shall be delivered to each residence and each business within 100 feet of the polyester concrete expansion dam work. The letter shall be delivered to local fire and police responders, and it shall be posted at the job site.
B. The public safety plan shall include an airborne emissions monitoring plan prepared by a certified industrial hygienist and a copy of the hygienist's certification. Airborne emissions shall be monitored at a minimum of 4 points including the point of mixing, the point of application, and the point of nearest public contact, as determined by the Engineer. At the completion of polyester concrete expansion dam work, a report by the certified industrial hygienist with results of the airborne emissions monitoring plan shall be submitted to the Engineer.

The placement plan for construction shall include the following:

A. Schedule of polyester concrete work for each bridge. The schedule shall be consistent with "Maintaining Traffic" of these special provisions.
B. Methods and materials to be used, including the following:
1. Description of equipment for applying the methacrylate resin
2. Description of equipment for measuring, mixing, placing., and finishing the polyester concrete
3. Cure time for the polyester concrete

If the measures proposed in the safety plan are inadequate to provide for public safety associated with the use of methacrylate resin and polyester concrete, the Engineer will reject the plan and direct the Contractor to revise the plan. Directions for revisions will be in writing and include detailed comments. The Engineer will notify the Contractor of the approval or rejection of a submitted or revised plan within 15 days of receipt of that plan.

In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the State Standard Specifications.

MATERIALS

Before using methacrylate resin and polyester concrete, a Material Safety Data Sheet shall be submitted for each shipment of methacrylate and polyester resins.

Before placing polyester concrete, the deck shall receive a methacrylate resin prime coat.

Methacrylate resin shall be low odor, wax free, and have a high molecular weight. Before adding initiator, the resin shall have a maximum volatile content of 30 percent when tested in conformance with the requirements in ASTM Designation: D 2369, and shall conform to the following:

METHACRYLATE RESIN PRIME COAT		
PROPERTY	REQUIREMENT	TEST METHOD
* Viscosity	25 cP, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 77°F)	ASTM D 2196
* Specific Gravity	0.90 minimum, at 77°F	ASTM D 1475
* Flash Point	180°F, minimum	ASTM D 3278
* Vapor Pressure	1.0 mm Hg, maximum, at 77°F	ASTM D 323
PCC Saturated Surface-Dry Bond Strength	3.5 MPa, minimum at 24 hours and 21 ± 1°C	California Test 551
* Test shall be performed before adding initiator.		

Polyester concrete shall consist of polyester resin binder and dry aggregate. The resin shall be an unsaturated isophthalic polyester-styrene co-polymer conforming to the following:

POLYESTER RESIN BINDER		
PROPERTY	REQUIREMENT	TEST METHOD
* Viscosity	75 to 200 cP (RVT, No. 1 Spindle, 20 RPM at 77°F)	ASTM D 2196
* Specific Gravity	1.0 to 1.10 at 77°F	ASTM D 1475
Elongation	35 percent, minimum Type I at 0.45 inch/min. Thickness = 0.25 ± 0.03 inch	ASTM D 638
	Sample Conditioning: 18/25/50 + 5/70	ASTM D 618
Tensile Strength	2500 psi, minimum Type I at 0.45 inch/min. Thickness = 0.25 ± 0.03 inch	ASTM D 638
	Sample Conditioning: 18/25/50 + 5/70	ASTM D 618
* Styrene Content	40 percent to 50 percent by weight	ASTM D 2369
Silane Coupler	1.0 percent, minimum (by weight) of polyester styrene resin)	
PCC Saturated Surface-Dry Bond Strength	3.5 MPa, minimum at 24 hours and 21 ± 1°C	California Test 551
* Static Volatile Emission	60 gram per square meter, loss, maximum	SCAQMD Method 309-91
* Test shall be performed before adding initiator.		

The silane coupler shall be an organosilane ester, gammamethacryloxypropyltrimethoxysilane. The promoter shall be compatible with suitable methyl ethyl ketone peroxide and cumene hydroperoxide initiators.

Aggregate for polyester concrete shall conform to the provisions in Section 90-2.02, "Aggregates," of the State Standard Specifications and either of the following combined aggregate gradings:

COMBINED AGGREGATE		
Sieve Size	Percentage Passing	
	3/8 inch Max.	No. 4 Max.
1/2 inch	100	100
3/8 inch	83 - 100	100
No. 4	65 - 82	62 - 85
No. 8	45 - 64	45 - 67
No. 16	27 - 48	29 - 50
No. 30	12 - 30	16 - 36
No. 50	6 - 17	5 - 20
No. 100	0 - 7	0 - 7
No. 200	0 - 3	0 - 3

Aggregate retained on the No. 8 sieve shall have a maximum of 45 percent crushed particles when tested in conformance with California Test 205. Fine aggregate shall consist of natural sand.

The polyester resin binder in the concrete shall be approximately 12 percent by weight of the dry aggregate; the exact percentage will be determined by the Engineer.

The average of coarse and fine aggregate absorption shall not exceed one percent as determined by California Tests 206 and 207.

At the time of mixing with the resin, the moisture content of the aggregate, as determined by California Test 226, shall not exceed one half of the aggregate absorption.

CONSTRUCTION

The Contractor shall allow 20 day for sampling and testing by the Engineer of the methacrylate resin and polyester resin before the proposed use.

Equipment shall be fitted with suitable traps, filters, drip pans, or other devices as necessary to prevent oil or other deleterious material from being deposited on the deck.

When magnesium phosphate concrete is placed for joint reconstruction, the prime coat shall not be placed on this concrete until at least 72 hours after final set.

When modified high alumina based concrete is place for joint reconstruction, the prime coat shall not be placed on this concrete until at least 30 minutes after final set.

Cleaning the contact surfaces and joints shall be done by abrasive blasting before placing prime coat.

Before applying the methacrylate resin prime coat, the area to receive the prime coat shall be dry and blown clean by compressed air to remove accumulated dust and any other loose material.

The prepared surface temperature shall be at least 50°F and not more than 100°F, and the relative humidity less than 85 percent when the prime coat is applied.

The prime coat shall be uniformly applied to completely cover the surface to receive the polyester concrete. The rate of spread shall be approximately 100 square feet per gallon. Immediately after the prime coat has been applied, the polyester concrete expansion dam shall be placed.

Polyester concrete shall be mixed in mechanically operated mixers.

The amount of initiator used in polyester concrete shall be sufficient to produce an initial set time between 30 minutes and 120 minutes during placement. Accelerators or inhibitors may be required to achieve proper set times and shall be used as recommended by the resin supplier.

The resin binder shall be initiated and thoroughly blended just before mixing with aggregate. The polyester concrete shall be mixed a minimum of 2 minutes before placing.

Polyester concrete shall be placed before gelling and within 15 minutes following addition of initiator, whichever occurs first. Polyester concrete that is not placed within this time shall be discarded.

The polyester concrete shall be thoroughly tamped into place and surfaces shall be struck off to the required grade.

A sand finish shall be uniformly applied immediately after polyester concrete strike-off and before gelling occurs to provide a minimum uniform coverage of 0.8 pounds per square yard. The sand shall be commercial quality blast sand conforming to the quality and dryness requirements for polyester concrete aggregate as specified in these special provisions. Ninety-five percent of the sand shall pass the No. 8 sieve and 95 percent shall be retained on the No. 20 sieve.

The polyester concrete shall be protected from moisture, traffic, and equipment for a minimum of 4 hours following final finishing. The protection time shall be extended if additional time is required to avoid damaging the polyester concrete, as determined by the Engineer.

Payment:
Repair open joint will be measured by the cubic foot based on the nominal dimensions shown on the plans. No deduction will be made for volume occupied by bar reinforcing steel.

The contract price paid per cubic foot for repair open joint shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in repairing open joints, complete in place, including polyester concrete, sawing and removing the existing portland cement concrete, preparing and cleaning contact surfaces, furnishing and placing bar reinforcing steel, furnishing and applying methacrylate resin prime coat, placing polyester concrete, and disposal of materials as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for execution of the public safety plan shall be considered as included in the contract price paid for polyester concrete, and no additional compensation will be allowed therefor.

ITEM NO. 27 - CLEAN EXIST OPEN JOINT, PLACE TYPE A SEAL

This work includes cleaning and sealing existing bridge deck open joints at Bent 2 and Pier 5 as shown on the plans, as specified in the provisions in Section 51, "Concrete Structures," of the State Standard Specifications and as specified herein.

Cleaning shall include removal of all existing seal material, dirt, debris, damaged waterstop, and joint filler, and shall be accomplished by methods that do not damage existing sound concrete surfaces.

Joint size shall be verified after the joint has been cleaned.

The Contractor shall take necessary precautions to ensure that material removed from expansion joints does not fall onto public pedestrian or bicycle traffic on the multi-use paths or into the waterway beneath the bridge. The Contractor shall submit for the Engineer's approval, details for preventing material, equipment, or debris from falling onto traffic or railroad property.

Joints with undamaged waterstops shall be cleaned only to the top of the waterstop, provided the waterstop does not have to be removed for placement of the seal.

Joints without waterstops and joints with waterstops with existing damage or damage caused by the Contractor, shall be cleaned down to the hinge seat or bearing seat, unless otherwise directed by the Engineer.

All joint damage shall be repaired as directed by the Engineer.

Cleaning joints below existing damaged waterstops and repairing existing joint damage will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications. The cost of repairing damage caused by the Contractor's operations shall be borne by the Contractor.

Materials removed from the expansion joint, except for surface dust, shall be recovered and disposed of away from the site in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans must be furnished and installed. Payment to the Contractor for furnishing the larger seal and for saw cutting the increment of additional depth of groove required will be determined as provided in Section 4-1.03, "Changes," of the State Standard Specifications.

Saw cutting of grooves will not be required at existing joints that are to be sealed with Type A joint seal unless ordered by the Engineer. The Contractor must make saw cuts as ordered by the Engineer, and the saw cutting will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications.

Payment:

Cleaning and sealing existing open joints will be measured by the linear foot for the length of the deck joint as shown on the plans.

The contract unit price paid per linear foot for clean existing open joint, place Type A seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in cleaning open joints and constructing the joint seals, including protecting, repairing, and cleaning, complete in place, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 28 - REMOVE AND REPLACE TYPE A SEAL

This work includes removing existing seal material, cleaning and sealing existing bridge deck joints at Bents 7 and 8 as shown on the plans, as specified in the provisions in Section 51, "Concrete Structures," of the State Standard Specifications and as specified herein.

Cleaning shall include removal of all existing seal material, dirt, debris, damaged waterstop, and joint filler, and shall be accomplished by methods that do not damage existing sound concrete surfaces.

Joint size shall be verified after the joint has been cleaned.

The Contractor shall take necessary precautions to ensure that material removed from expansion joints does not fall onto public pedestrian or bicycle traffic on the multi-use paths or into the waterway beneath the bridge. The Contractor shall submit for the Engineer's approval, details for preventing material, equipment, or debris from falling onto traffic or railroad property.

Joints with undamaged waterstops shall be cleaned only to the top of the waterstop, provided the waterstop does not have to be removed for placement of the seal.

Joints without waterstops and joints with waterstops with existing damage or damage caused by the Contractor, shall be cleaned down to the hinge seat or bearing seat, unless otherwise directed by the Engineer.

All joint damage shall be repaired as directed by the Engineer.

Cleaning joints below existing damaged waterstops and repairing existing joint damage will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications. The cost of repairing damage caused by the Contractor's operations shall be borne by the Contractor.

Materials removed from the expansion joint, except for surface dust, shall be recovered and disposed of away from the site in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans must be furnished and installed. Payment to the Contractor for furnishing the larger

seal and for saw cutting the increment of additional depth of groove required will be determined as provided in Section 4-1.03, "Changes," of the State Standard Specifications.

Saw cutting of grooves will not be required at existing joints that are to be sealed with Type A joint seal unless ordered by the Engineer. The Contractor must make saw cuts as ordered by the Engineer, and the saw cutting will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications.

Payment:
Remove and replace Type A deck joint seals will be measured by the linear foot for the length of the deck joint as shown on the plans.

The contract unit price paid per linear foot remove and replace Type A seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing existing seals and constructing the joint seals, including protecting, repairing, and cleaning, complete in place, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 29 - REMOVE AND REPLACE TYPE B SEAL (MR = 2")

This work includes removing existing seal material, cleaning and sealing existing bridge deck joints at Bent 9 and Abutment 15 as shown on the plans, as specified in the provisions in Section 51, "Concrete Structures," of the State Standard Specifications and as specified herein.

Cleaning shall include removal of all existing seal material, dirt, debris, damaged waterstop, and joint filler, and shall be accomplished by methods that do not damage existing sound concrete surfaces.

Joint size shall be verified after the joint has been cleaned.

The Contractor shall take necessary precautions to ensure that material removed from expansion joints does not fall onto public pedestrian or bicycle traffic on the multi-use paths or into the waterway beneath the bridge. The Contractor shall submit for the Engineer's approval, details for preventing material, equipment, or debris from falling onto traffic or railroad property.

Joints with undamaged waterstops shall be cleaned only to the top of the waterstop, provided the waterstop does not have to be removed for placement of the seal.

Joints without waterstops and joints with waterstops with existing damage or damage caused by the Contractor, shall be cleaned down to the hinge seat or bearing seat, unless otherwise directed by the Engineer.

All joint damage shall be repaired as directed by the Engineer.

Cleaning joints below existing damaged waterstops and repairing existing joint damage will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard

Specifications. The cost of repairing damage caused by the Contractor's operations shall be borne by the Contractor.

Materials removed from the expansion joint, except for surface dust, shall be recovered and disposed of away from the site in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans must be furnished and installed. Payment to the Contractor for furnishing the larger seal and for saw cutting the increment of additional depth of groove required will be determined as provided in Section 4-1.03, "Changes," of the State Standard Specifications.

Payment:
Remove and replace Type B deck joint seals will be measured by the linear foot for the length of the deck joint as shown on the plans.

The contract unit price paid per linear foot remove and replace Type B seal (MR = 2") shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing existing seals and constructing the joint seals, including protecting, repairing, and cleaning and saw cutting joints, complete in place, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 30 - CLEAN EXIST INTERMEDIATE JOINT, PLACE TYPE A SEAL

This work includes cleaning and sealing existing bridge deck intermediate joints in Spans 3, 4 and 5 as shown on the plans, as specified in the provisions in Section 51, "Concrete Structures," of the State Standard Specifications and as specified herein.

Cleaning shall include removal of all existing seal material, dirt, debris, damaged waterstop, and joint filler, and shall be accomplished by methods that do not damage existing sound concrete surfaces.

Joint size shall be verified after the joint has been cleaned.

The Contractor shall take necessary precautions to ensure that material removed from expansion joints does not fall into the waterway beneath the bridge. The Contractor shall submit for the Engineer's approval, details for preventing material, equipment, or debris from falling onto traffic or railroad property.

Joints with undamaged waterstops shall be cleaned only to the top of the waterstop, provided the waterstop does not have to be removed for placement of the seal.

Joints without waterstops and joints with waterstops with existing damage or damage caused by the Contractor, shall be cleaned down to the hinge seat or bearing seat, unless otherwise directed by the Engineer.
All joint damage shall be repaired as directed by the Engineer.

Cleaning joints below existing damaged waterstops and repairing existing joint damage will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications. The cost of repairing damage caused by the Contractor's operations shall be borne by the Contractor.

Materials removed from the expansion joint, except for surface dust, shall be recovered and disposed of away from the site in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans must be furnished and installed. Payment to the Contractor for furnishing the larger seal and for saw cutting the increment of additional depth of groove required will be determined as provided in Section 4-1.03, "Changes," of the State Standard Specifications.

Saw cutting of grooves will not be required at existing joints that are to be sealed with Type A joint seal unless ordered by the Engineer. The Contractor must make saw cuts as ordered by the Engineer, and the saw cutting will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications.

Payment:
Cleaning and sealing existing intermediate joints will be measured by the linear foot for the length of the deck joint as shown on the plans.

The contract unit price paid per linear foot for clean existing intermediate joint, place Type A seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in cleaning intermediate joints and constructing the joint seals, including protecting, repairing, and cleaning, complete in place, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 31 - STRUCTURE APPROACH TYPE R (30D)

GENERAL

Summary

This work includes removing portions of existing structures, existing pavement and base including reinforced concrete approach slabs, asphalt concrete surfacing, portland cement concrete pavement, subsealing material, and cement treated base,and constructing a new reinforced concrete approach slab at Abutment 1, including paving notch extension and structure approach drainage system in conformance with the details shown on the plans and these special provisions.

Reinforced concrete approach slabs must comply with Section 51, "Concrete Structures," of the State Standard Specifications.

Quality Control and Assurance

Trial Slab

Before beginning work on approach slabs constructed using RSC, you must successfully complete one or more trial slabs for each concrete mix design to be used in constructing the approach slabs.

Trial slabs must be constructed, finished, cured, and tested with the materials, tools, equipment, personnel, and methods to be used in completing the approach slab. Trial slabs must demonstrate that you are capable of producing approach slabs in conformance with the provisions in this section, within anticipated time periods including delivery, placement, finishing, and curing times, and under similar atmospheric and temperature conditions expected during construction operations. Multiple trial slabs for each approach slab concrete mix design may be required to envelop variable atmospheric conditions.

The minimum trial slab dimensions must be 10' x 20' x 9". Place trial slabs near the job site at a location acceptable to the Engineer except slabs must not be placed on the roadway or within the project limits.

Perform compressive strength testing under Section 90-9, "Compressive Strength," of the State Standard Specifications. Trial slab concrete must develop compressive strengths of at least 1200 psi at the age of break used for prequalification of the concrete, and at least 2500 psi at 3 days.

MATERIALS

Concrete

Concrete for structure approach slabs must contain not less than 675 pounds of cementitious material per cubic yard and must comply with "Rapid Strength Concrete for Structures" of these special provisions.

Temporary Structural Section

HMA must consist of commercial quality aggregate and asphalt binder. The grading of the aggregate must comply with the 3/4-inch HMA Types A and B grading specified in Section 39-1.02E, "Aggregate," of the State Standard Specifications. The asphalt binder must comply with the requirements for liquid asphalt SC-800 in Section 93, "Liquid Asphalts," of the State Standard Specifications. The amount of asphalt binder to be mixed with the aggregate must be approximately 0.3 percent less than the optimum bitumen content as determined by California Test 367.

Aggregate Base (Approach Slab)

Aggregate base (approach slab) for filling voids below the reinforced structure approach slab concrete must be produced from commercial quality aggregates consisting of broken stone, crushed gravel or natural rough-surfaced gravel, and sand, or any combination thereof. The grading of the aggregate base must comply with the 3/4-inch maximum grading specified in Section 26-1.02A, "Class 2 Aggregate Base," of the State Standard Specifications.

Plastic Pipe

Plastic pipe shall conform to the provisions for pipe for edge drains and edge drain outlets in Section 68-3, "Edge Drains," of the State Standard Specifications.

Drainage Pads

Concrete for use in drainage pads shall be minor concrete, except the concrete shall contain not less than 506 pounds of cement per cubic yard.

Treated Permeable Base for Approach Slab Drainage

Treated permeable base to be placed around the slotted plastic pipe below the approach slab shall be cement treated permeable base conforming to the provisions for cement treated permeable base in Section 29, "Treated Permeable Bases," of the State Standard Specifications and these special provisions.

The filter fabric to be placed around the treated permeable base shall conform to the provisions for filter fabric for edge drains in Section 88, "Engineering Fabrics," of the State Standard Specifications.

Miscellaneous Materials

Steel components of abutment ties, including plates, nuts, washers, and rods, must comply with Section 75-1.03, "Miscellaneous Bridge Metal," of the State Standard Specifications.

Hardboard and expanded polystyrene must comply with Section 51-1.12D, "Sheet Packing, Preformed Pads, and Board Fillers," of the State Standard Specifications.

Building paper must be commercial quality 30-pound asphalt felt.

PVC conduit used to encase the abutment tie rod must be commercial quality.

CONSTRUCTION

General

The thickness shown on the plans for structure approach slabs is the minimum thickness. The thickness may vary depending on the thickness of the pavement and base materials removed.

Dispose of all materials no longer required in the work under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

Schedule your work so that the pavement and base materials removed during a work period are replaced in that same work period with properly finished and cured approach slab concrete before the time the lane is to be opened to public traffic as specified in "Maintaining Traffic" of these special provisions.

If the existing pavement and base materials are removed, and you are unable to construct, finish, and cure the new approach slab by the time the lane is to be opened to public traffic, you must fill the excavation with a temporary roadway structural section as specified in this section, "Structure Approach Slabs Type R (30D)."

Temporary Roadway Structural Section

Provide a standby quantity of hot mix asphalt (HMA) and aggregate base at the job site equal to the quantity of pavement removed during the work shift for construction of a temporary roadway structural section. The temporary structural section must consist of a 0.3-foot-thick layer of HMA over aggregate base.

Spread and compact aggregate base and HMA by methods that will produce a well-compacted, uniform base, free from pockets of coarse or fine material and a surfacing of uniform smoothness, texture, and density. The aggregate base and the HMA may each be spread and compacted in one layer. The finished surface of the HMA must not vary more than 0.05 foot from the lower edge of a 12-foot straightedge placed parallel with the centerline and must match the elevation of the existing pavement and structure along the joints between the existing pavement and structure and the temporary surfacing.

Maintain the temporary structural section until you are able to construct and cure the approach slab with the prescribed time limit.

Removing Portions Of Existing Structures

Removing Existing Pavement And Base Materials

Sawcut full depth the outline of portland cement concrete to be removed with a power-driven concrete saw.

Cut the outlines of excavations in asphalt concrete on a neat line to a minimum depth of 0.25 foot with a power-driven concrete saw or wheel-type rock cutting excavator before any asphalt concrete material is removed. These excavations must be permanently or temporarily backfilled to conform to the grade of the adjacent pavement before opening the lane to public traffic. Surplus excavated material may be used as temporary backfill material.

Regardless of the type of equipment used to remove concrete within the sawed outline, do not use power impact tools within 1.5 feet of the pavement that is required to remain in place.

Uniformly grade and compact the existing base material remaining in place after removing the existing pavement and base materials to the required depth. The finished surface of the base material at any point must not extend above the grade approved by the Engineer.

Fill areas of base material that are low as a result of over excavation with structure approach slab concrete in the same operation that the new concrete is placed.

Where pavement subsealing has been performed under existing approach slabs, remove the full depth of subsealing material. Where removal of cement treated base is required to construct the approach slab, remove the full depth of the cement treated base.

Fill voids between the new structure approach slab and the base material remaining in place that are caused by removal of subsealing material or cement treated base with either aggregate base (approach slab) or structure approach slab concrete. If you choose to fill these voids with structure approach slab concrete, fill the voids in the same operation that the new concrete is placed.

Establish a grade line for the new approach slab that will provide a smooth profile grade. The profile grade will be subject to approval by the Engineer.

Aggregate Base (Approach Slab)

Spread and compact aggregate base (approach slab) for filling voids below the reinforced structure approach slab concrete by methods that will produce a well-compacted, uniform base, free from pockets of coarse or fine material to the grade approved by the Engineer. Where the required thickness of aggregate base is 8 inches or less, the base may be spread and compacted in one layer. Where the required thickness of aggregate base is more than 8 inches, the base must be spread and compacted in 2 or more layers of approximately equal thickness. The maximum compacted thickness of any one layer shall not exceed 8 inches.

The finished surface of the base material at any point must not extend above the grade approved by the Engineer. Fill areas of base material that are lower than the grade approved by the Engineer with structure approach slab concrete in the same operation that the new concrete is placed.

Bonding Bar Reinforcement

Bond bar reinforcement or abutment tie rods in drilled holes under the provisions for drilling and bonding dowels in Section 83-2.02D(1), "General," of the State Standard Specifications.

If reinforcement is encountered during drilling before the specified depth is attained, notify the Engineer. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole must be drilled adjacent to the rejected hole to the depth shown on the plans.

PAVING NOTCH EXTENSION

Concrete for paving notch extension shall be a high-strength material consisting of either magnesium phosphate concrete, modified high alumina based concrete, or portland cement based concrete. Magnesium phosphate concrete shall conform to the provisions for magnesium phosphate concrete in Section 83-2.02D(1), "General," of the State Standard Specifications and these special provisions. Modified high alumina based concrete and portland cement based concrete shall be water activated and shall conform to the provisions for single component (water activated) magnesium phosphate concrete in Section 83-2.02D(1), "General," of the State Standard Specifications and these special provisions.

At least one hour shall elapse between the time of placing concrete for the paving notch extension and placing concrete for the structure approach slab.

A clean, uniform, rounded aggregate filler may be used to extend the concrete. The moisture content of the aggregate shall not exceed 0.5 percent. Grading of the aggregate shall conform to the following:

Sieve Sizes	Percentage Passing
1/2"	100
No. 16	0-5

The amount of aggregate filler shall conform to the manufacturer's recommendation, but in no case shall the concrete strengths be less than that specified for magnesium phosphate concrete in Section 83-2.02D(1), "General," of the State Standard Specifications.

The components of dual component (with a prepackaged liquid activator) magnesium phosphate shall be combined by mixing complete units supplied by the manufacturer. Portions of units shall not be used. Water shall not be added to dual component magnesium phosphate.

Magnesium phosphate concrete shall not be mixed in containers or worked with tools containing zinc, cadmium, aluminum or copper. Modified high alumina based concrete shall not be mixed in containers or worked with tools containing aluminum.

Concrete shall not be retempered. Finishing tools that are cleaned with water shall be thoroughly dried before working the concrete.

When placing concrete on slopes exceeding 5 percent, the Engineer may require the Contractor to provide a flow controlled modified material.

Modified high alumina based concrete and portland cement based concrete shall be cured in conformance with the provisions in Section 90-7.01B, "Curing Compound Method," of the State Standard Specifications. Magnesium phosphate concrete shall not be cured.

The surface temperature of the areas to receive the concrete shall be 40° F or above when the concrete is placed. The contact surface to receive the magnesium phosphate concrete shall be dry. The contact surfaces to receive the modified high alumina concrete or portland cement based concrete may be damp but not saturated.

The construction joint between the paving notch extension and the existing abutment shall conform to the provisions for horizontal construction joints in Section 51-1.13, "Bonding," of the State Standard Specifications. Concrete shall be placed in the spalled portions of the existing paving notch concurrently with the concrete for the paving notch extension.

Attention is directed to "Reinforcement" of these special provisions.

Structure excavation and backfill shall conform to the provisions in Section 19-3, "Structure Excavation and Backfill," of the State Standard Specifications, except for payment.

Drilling of holes and bonding of reinforcing steel dowels shall conform to the provisions for drilling and bonding dowels in Section 83-2.02D(1), "General," of the State Standard Specifications. If reinforcement is encountered during drilling before the specified depth is attained, the Engineer shall be notified. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole, in which reinforcement is not encountered, shall be drilled adjacent to the rejected hole to the depth shown on the plans.

Finishing Approach Slabs

Finish the top surface of the approach slab under the provisions for decks in Section 51-1.17, "Finishing Bridge Decks," of the State Standard Specifications. The finished top surface must not vary more than 0.02 foot from the lower edge of a 12-foot straightedge placed parallel with the centerline. Edges of slabs must be edger finished. The provisions for deck crack treatment do not apply to Type R approach slabs.

The surface of the approach slab will not be profiled, and the Profile Index requirements do not apply.

Approach slab concrete shall be cured before the time the lane is to be opened to public traffic as specified in "Maintaining Traffic" of these special provisions.

Sealing Joints

Payment:

Payment shall be at the unit price bid per cubic yard for structure approach Type R (30D) in conformance with the provisions in Section 51-1.22, "Measurement," and Section 51-1.23, "Payment," of the State Standard Specifications and these special provisions.

Full compensation for removing and disposing of portions of existing structures and pavement materials, and for furnishing and placing, slotted plastic pipe, treated permeable base, filter fabric and pourable seals shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30D), and no separate payment will be made therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base (approach slab), complete in place, including excavation and removing and disposing of base and subsealing materials, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30D), and no separate payment will be made therefor.

Full compensation for furnishing, stockpiling, and disposing of standby material for construction of temporary structural sections; and for constructing, maintaining, removing, and disposing of temporary structural sections shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30D), and no separate payment will be made therefor.

Full compensation for furnishing all labor, materials (including concrete for the paving notch spalled areas), tools, equipment, and incidentals, and for doing all the work involved in constructing the paving notch extension, complete in place, including structure excavation and

backfill, reinforcement, and drilling and bonding dowels, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30D), and no separate payment will be made therefor.

Full compensation for drilling and bonding of bar reinforcement or abutment tie rods shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30D), and no separate payment will be made therefor.

Full compensation for constructing, testing, and removing trial slabs shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30D), and no separate payment will be made therefor.

ITEM NO. 32 - STRUCTURE APPROACH TYPE R (30S)

GENERAL

Summary

This work includes removing portions of existing structures, existing pavement and base including reinforced concrete approach slabs, asphalt concrete surfacing, portland cement concrete pavement, subsealing material, and cement treated base,and constructing a new reinforced concrete structure approach slab at Abutment 15, including structure approach drainage system in conformance with the details shown on the plans and these special provisions.

Reinforced concrete approach slabs must comply with Section 51, "Concrete Structures," of the State Standard Specifications.

Quality Control and Assurance

Trial Slab

Before beginning work on approach slabs constructed using RSC, you must successfully complete one or more trial slabs for each concrete mix design to be used in constructing the approach slabs.

Trial slabs must be constructed, finished, cured, and tested with the materials, tools, equipment, personnel, and methods to be used in completing the approach slab. Trial slabs must demonstrate that you are capable of producing approach slabs in conformance with the provisions in this section, within anticipated time periods including delivery, placement, finishing, and curing times, and under similar atmospheric and temperature conditions expected during construction operations. Multiple trial slabs for each approach slab concrete mix design may be required to envelop variable atmospheric conditions.

The minimum trial slab dimensions must be 10' x 20' x 9". Place trial slabs near the job site at a location acceptable to the Engineer except slabs must not be placed on the roadway or within the project limits.

Perform compressive strength testing under Section 90-9, "Compressive Strength," of the State Standard Specifications. Trial slab concrete must develop compressive strengths of at least 1200 psi at the age of break used for prequalification of the concrete, and at least 2500 psi at 3 days.

MATERIALS

Concrete

Concrete for structure approach slabs must contain not less than 675 pounds of cementitious material per cubic yard and must comply with "Rapid Strength Concrete for Structures" of these special provisions.

Temporary Structural Section

HMA must consist of commercial quality aggregate and asphalt binder. The grading of the aggregate must comply with the 3/4-inch HMA Types A and B grading specified in Section 39-1.02E, "Aggregate," of the State Standard Specifications. The asphalt binder must comply with the requirements for liquid asphalt SC-800 in Section 93, "Liquid Asphalts," of the State Standard Specifications. The amount of asphalt binder to be mixed with the aggregate must be approximately 0.3 percent less than the optimum bitumen content as determined by California Test 367.

Aggregate Base (Approach Slab)

Aggregate base (approach slab) for filling voids below the reinforced structure approach slab concrete must be produced from commercial quality aggregates consisting of broken stone, crushed gravel or natural rough-surfaced gravel, and sand, or any combination thereof. The grading of the aggregate base must comply with the 3/4-inch maximum grading specified in Section 26-1.02A, "Class 2 Aggregate Base," of the State Standard Specifications.

Plastic Pipe

Plastic pipe shall conform to the provisions for pipe for edge drains and edge drain outlets in Section 68-3, "Edge Drains," of the State Standard Specifications.

Drainage Pads

Concrete for use in drainage pads shall be minor concrete, except the concrete shall contain not less than 506 pounds of cement per cubic yard.

Treated Permeable Base for Approach Slab Drainage

Treated permeable base to be placed around the slotted plastic pipe below the approach slab shall be cement treated permeable base conforming to the provisions for cement treated permeable base in Section 29, "Treated Permeable Bases," of the State Standard Specifications and these special provisions.

The filter fabric to be placed around the treated permeable base shall conform to the provisions for filter fabric for edge drains in Section 88, "Engineering Fabrics," of the State Standard Specifications.

Miscellaneous Materials

Hardboard and expanded polystyrene must comply with Section 51-1.12D, "Sheet Packing, Preformed Pads, and Board Fillers," of the State Standard Specifications.

CONSTRUCTION

General

The thickness shown on the plans for structure approach slabs is the minimum thickness. The thickness may vary depending on the thickness of the pavement and base materials removed. Dispose of all materials no longer required in the work under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

Schedule your work so that the pavement and base materials removed during a work period are replaced in that same work period with properly finished and cured approach slab concrete before the time the lane is to be opened to public traffic as specified in "Maintaining Traffic" of these special provisions.

If the existing pavement and base materials are removed, and you are unable to construct, finish, and cure the new approach slab by the time the lane is to be opened to public traffic, you must fill the excavation with a temporary roadway structural section as specified in this section, "Structure Approach Slabs Type R (30D)."

Temporary Roadway Structural Section

Provide a standby quantity of hot mix asphalt (HMA) and aggregate base at the job site equal to the quantity of pavement removed during the work shift for construction of a temporary roadway structural section. The temporary structural section must consist of a 0.3-foot-thick layer of HMA over aggregate base.

Spread and compact aggregate base and HMA by methods that will produce a well-compacted, uniform base, free from pockets of coarse or fine material and a surfacing of uniform smoothness, texture, and density. The aggregate base and the HMA may each be spread and compacted in one layer. The finished surface of the HMA must not vary more than 0.05 foot from the lower edge of a 12-foot straightedge placed parallel with the centerline and must match the elevation of the existing pavement and structure along the joints between the existing pavement and structure and the temporary surfacing.

Maintain the temporary structural section until you are able to construct and cure the approach slab with the prescribed time limit.

Removing Portions of Existing Structures

Remove portions of the existing structure, under "Existing Highway Facilities" of these special provisions and Section 15-4, "Bridge Removal," of the State Standard Specifications.

Removed materials that are not to be salvaged or used in the reconstruction shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

Removing Existing Pavement and Base Materials

Sawcut full depth the outline of portland cement concrete to be removed with a power-driven concrete saw.
Cut the outlines of excavations in asphalt concrete on a neat line to a minimum depth of 0.25 foot with a power-driven concrete saw or wheel-type rock cutting excavator before any asphalt concrete material is removed. These excavations must be permanently or temporarily backfilled to conform to the grade of the adjacent pavement before opening the lane to public traffic. Surplus excavated material may be used as temporary backfill material.

Regardless of the type of equipment used to remove concrete within the sawed outline, do not use power impact tools within 1.5 feet of the pavement that is required to remain in place.

Uniformly grade and compact the existing base material remaining in place after removing the existing pavement and base materials to the required depth. The finished surface of the base material at any point must not extend above the grade approved by the Engineer.

Fill areas of base material that are low as a result of over excavation with structure approach slab concrete in the same operation that the new concrete is placed.

Where pavement subsealing has been performed under existing approach slabs, remove the full depth of subsealing material. Where removal of cement treated base is required to construct the approach slab, remove the full depth of the cement treated base.

Fill voids between the new structure approach slab and the base material remaining in place that are caused by removal of subsealing material or cement treated base with either aggregate base (approach slab) or structure approach slab concrete. If you choose to fill these voids with structure approach slab concrete, fill the voids in the same operation that the new concrete is placed.

Establish a grade line for the new approach slab that will provide a smooth profile grade. The profile grade will be subject to approval by the Engineer.

Aggregate Base (Approach Slab)

Spread and compact aggregate base (approach slab) for filling voids below the reinforced structure approach slab concrete by methods that will produce a well-compacted, uniform base, free from pockets of coarse or fine material to the grade approved by the Engineer. Where the required thickness of aggregate base is 8 inches or less, the base may be spread and compacted in one layer. Where the required thickness of aggregate base is more than 8 inches, the base must be spread and compacted in 2 or more layers of approximately equal thickness. The maximum compacted thickness of any one layer shall not exceed 8 inches.

The finished surface of the base material at any point must not extend above the grade approved by the Engineer. Fill areas of base material that are lower than the grade approved by the Engineer with structure approach slab concrete in the same operation that the new concrete is placed.

Bonding Bar Reinforcement

Bond bar reinforcement in drilled holes under the provisions for drilling and bonding dowels in Section 83-2.02D(1), "General," of the State Standard Specifications.

If reinforcement is encountered during drilling before the specified depth is attained, notify the Engineer. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole must be drilled adjacent to the rejected hole to the depth shown on the plans.

Finishing Approach Slabs

Finish the top surface of the approach slab under the provisions for decks in Section 51-1.17, "Finishing Bridge Decks," of the State Standard Specifications. The finished top surface must not vary more than 0.02 foot from the lower edge of a 12-foot straightedge placed parallel with the centerline. Edges of slabs must be edger finished. The provisions for deck crack treatment do not apply to Type R approach slabs.

The surface of the approach slab will not be profiled, and the Profile Index requirements do not apply.

Approach slab concrete shall be cured before the time the lane is to be opened to public traffic as specified in "Maintaining Traffic" of these special provisions.

Sealing Joints

Payment:

Payment shall be at the unit price bid per cubic yard for structure approach Type R (30S) in conformance with the provisions in Section 51-1.22, "Measurement," and Section 51-1.23, "Payment," of the State Standard Specifications and these special provisions.

Full compensation for removing and disposing of portions of existing structures and pavement materials, including the existing structure approach slab, and for furnishing and placing, slotted plastic pipe, treated permeable base, filter fabric and pourable seals shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30S), and no separate payment will be made therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base (approach slab), complete in place, including excavation and removing and disposing of base and subsealing materials, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30S), and no separate payment will be made therefor.

Full compensation for furnishing, stockpiling, and disposing of standby material for construction of temporary structural sections; and for constructing, maintaining, removing, and disposing of temporary structural sections shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30S), and no separate payment will be made therefor.

Full compensation for drilling and bonding of bar reinforcement shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30S), and no separate payment will be made therefor.

Full compensation for constructing, testing, and removing trial slabs shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30S), and no separate payment will be made therefor.

ITEM NO. 33 - SIDEWALK JOINT COVER

This work shall consist of furnishing and installing molded elastomeric hinged sidewalk joint cover systems in accordance with the details shown on the plans and the requirements of the specifications. The molded elastomeric hinged cover systems are proprietary designs utilizing extruded rubber covers integral with independent metal plates.

Submittals

Template Drawings - Submit typical molded elastomeric hinged cover system cross-section(s) indicating pertinent dimensioning, general construction, component connections, and anchorage methods.

Product Delivery, Storage and Handling

Deliver products in each manufacturer's original, intact, labeled containers and store under cover in a dry location until installed. Store off the ground, protect from weather and construction activities.

Acceptable Manufacturer

All molded elastomeric hinged cover systems shall be WaboSafetyFlex, Model "SFP-600" as designed and manufactured by Watson Bowman Acme, 95 Pineview Drive, Amherst, New York 14228, or approved equal.

Any manufacturer wishing to submit an alternative product must provide the following:

1. A working three (3) foot sample of the proposed system with a letter describing how system is considered equal to the specified system.

2. Letter from approved independent laboratory stating that the proposed product's physical properties and design meet the requirements of the project specification.

3. A project proposal drawing that illustrates the recommended alternate system installed in the concrete deck that is specific to the project.

4. Verifiable list of prior installations showing successful experience with the proposed systems.

5. Any substitution products not adhering to all specification requirements within, will not be considered.

Quality Assurance

A. Warranty: The molded elastomeric hinged sidewalk joint cover system shall be warranted for a period of one (1) year for normal traffic usage under specified movement limitations and design conditions as described by the manufacturer.

The provided one (1) year warranty shall be a materials only warranty. Manufacturer will supply all materials needed to properly repair or replace defective or damaged product within the term of the warranty.

B. Manufacturer: Shall have a minimum five (5) years experience specializing in the manufacturing of molded expansion joint elastomeric hinged cover systems. Verification of experience will be required.

PRODUCT

Provide molded elastomeric hinged sidewalk joint cover system that is capable of spanning joint openings based upon existing joint movement requirements and comply with Americans with Disabilities Act (ADA) requirements for accessible paths of travel, as described in the ADA Accessibility Guidelines for Buildings and Facilities. Install all components per manufacturer's recommendations.

Components and Materials

EPDM Rubber Cover: When installed, the top surface of the cover profile shall be non-slip and provide a suitable transition across the joint opening. Material shall be EPDM or manufacturer's alternate material exhibiting a shore A hardness of 60 +/- 5.

PHYSICAL PROPERTY	ASTM TEST METHOD	REQUIREMENTS
Tensile Strength	D 412	10.4MPa (1500psi) min.
Ultimate Elongation	D 412	350% min
Hardness, Shore A 7 days @ -10°C (14°F)	D 2240	60 +/- 5
Heat Resistance, 70 hrs. @ 100°C (212°F) Tensile Strength Change Ultimate Elongation Change Hardness Change	D 573	 - 25% max - 25% max + 10 pts max
Oil Resistance, 70 hrs. @ 100°C (212°F) Volume Change	D 471	+ 120% max
Ozone Resistance, 50 pphm for 70 hrs. @ 104°F	D 518	100 quality retention rating

Compression Set, 22 hrs. @70°C	D 395	+ 50% max

Metal plates – Provide 3/16" steel plates and 1/4" thick (SFP-600 & SFP-1000), 1/2" thick (SFP-1200 & SFP-1800) structural steel plates, to accommodate various structural joint sizes and movement requirements.

Anchors - Provide 1/2" dia. x 3 7/8" long manufacturer's recommended Heavy Duty Concrete Anchor at 16" o.c. max. spacing. Install anchors in strict accordance with manufacturer's instructions in sound concrete with 3 3/8" minimum anchor embedment.

Fabrication
Molded elastomeric hinged sidewalk joint covers shall be shipped in one piece.

Finishes
Color of exposed elastomeric surfaces shall be concrete grey.

EXECUTION

Installation
Protect elastomeric hinged sidewalk joint cover system from damage during installation of adjacent materials and thereafter until completion of all work.

Elastomeric hinged sidewalk joint cover systems shall be installed per the manufacturer's recommendations.

Clean and Protect
Protect system and its components during construction. After work is complete in adjacent areas clean exposed surfaces with a suitable cleaner that will not harm or attack the elastomeric material.

Payment:
Payment shall be at the unit price bid per linear foot for sidewalk joint covers and shall include all labor, materials, equipment and incidentals necessary to furnish and install sidewalk joint covers, as shown on the plans, as specified herein and as directed by the Engineer.

ITEM NO. 34 - RECONSTRUCT TUBULAR HANDRAILING

This item shall consist of reconstructing damaged portions of galvanized steel tubular handrailing where shown on the Plans and in conformance with the provisions in Sections 83-1, "Railings," of the State Standard Specifications.

Payment:
Payment shall be at the unit price bid per linear foot for reconstruct tubular handrailing and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved with reconstructing tubular handrailing, including removing

and disposing of existing tubular handrailing, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 35 - CONCRETE BARRIER TYPE 25

This item shall consist of constructing concrete barrier Type 25 where shown on the Plans and in conformance with the provisions in Sections 83-2, "Barriers," of the State Standard Specifications, and shall include removal of the existing concrete barrier.

Payment:
Payment shall be at the unit price bid per linear foot for concrete barrier Type 25 and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved with constructing concrete barrier Type 25 as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for removing and disposing of existing concrete barrier shall be considered as included in the contract price paid per linear foot for concrete barrier Type 25, and no separate payment will be made therefor.

* END OF SECTION *

SECTION NO. 11 – STANDARD DRAWINGS

CITY STANDARD DRAWINGS

Use City standard drawings as provided in City of Sacramento Standard Specifications for Public Works Construction, dated June 2007, unless more current version of standard drawing is provided herein.

Title	Dwg No.
Standard Curb & Gutter Details	T-11
Truncated Dome Standard Layout	T-78
Truncated Dome Detail	T-79

STATE STANDARD PLANS

Standard Plans List
(Dated May 2006)

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. Applicable Revised Standard Plans (RSP) and New Standard Plans (NSP) indicated below are included in the project plans as individual Standard Plan sheets.

GENERAL ROAD WORK (Miscellaneous)

A10A	**Acronyms and Abbreviations (Sheet 1 of 2)**
A10B	**Acronyms and Abbreviations (Sheet 2 of 2)**
A10C	**Symbols (Sheet 1 of 2)**
A10D	**Symbols (Sheet 2 of 2)**
A20A	**Pavement Markers and Traffic Lines, Typical Details**
A20B	**Pavement Markers and Traffic Lines, Typical Details**
A20C	**Pavement Markers and Traffic Lines, Typical Details**
A20D	**Pavement Markers and Traffic Lines, Typical Details**
A77L1	**Metal Beam Railing Terminal System (Type SRT)**
A87B	**Asphalt Concrete Dikes**

GENERAL ROAD WORK (Pavements)

P1	**Jointed Plain Concrete Pavement**
P18	**Concrete Pavement – Lane Schematics and Isolation Joint Detail**
P30	**Concrete Pavement – End Panel Pavement Transitions**
T13	**Traffic Control System for Lane Closure on Two lane Conventional Highways**

BRIDGE

B0-13	**Bridge Details**
B6-21	**Joint Seals (Maximum Movement Rating = 2")**

B11-53 **Concrete Barrier Type 25**

B11-54 **Concrete Barrier Type 26**

* END OF SECTION *

SECTION NO. 12 - FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

Federal Requirements for Federal – Aid Construction Projects (FR-1 through FR-16)
FHWA-1273, Required Contract Provisions, Federal-Aid Construction Contracts
Final Report of Utilization of Disadvantaged Businesses (Exhibit 17-F)
Disadvantaged Business Enterprises (DBE) Certification Status (Exhibit 17-O)

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VI, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VI of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.
Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
_____
2. Address of joint venture _____
_____
3. Phone number of joint venture _____
_____
4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) _____
_____
a. Describe the role of the MBE firm in the joint venture.
_____
_____
b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____
_____
5. Nature of the joint venture's business _____
_____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? ___
_____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

a. Profit and loss sharing.
b. Capital contributions, including equipment.
c. Other applicable ownership interests.

Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

a. Financial decisions

b. Management decisions, such as:

1. Estimating

2. Marketing and sales

3. Hiring and firing of management personnel

4. Purchasing of major items or supplies

c. Supervision of field operations

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefore and any pro- posed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

.....	.....
Name of Firm	Name of Firm
.....	.....
Signature	Signature
.....	.....
Name	Name
.....	.....
Title	Title
.....	.....
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]
Date _____

State of _____

County of _____

On this ___ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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

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

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS				ESTIMATED CONTRACT AMOUNT $

ITE M NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS NON-DBE	CONTRACT PAYMENTS DBE	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
ORIGINAL COMMITMENT $			TOTAL	$	$		

DBE

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approve d at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts: **Original** - District Construction; **Copy**- Business Enterprise Program; **Copy**- Contractor; **Copy** Resident Engineer

Copy Distribution-Local Agency contracts: **Original** - District Local Assistance Engineer (submitted with the Report of Expenditure; **Copy**- District Local Assistance Engineer; **Copy**- Local Agency file

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: http://www.dot.ca.gov/hq/bep or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CP-CEM-2403(F) (New. 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE

PRIME CONTRACTOR	BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.
Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/ DECERTIFICATION DATE Letter attached
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE

Distribution Original copy -DLAE
Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

Form CP-CEM 2403(F) (New 10/99)
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

SECTION NO. 13 - BID PROPOSAL FORMS

Bid Proposal Form
Bid Proposal Guarantee
Drug Free Workplace Policy and Affidavit
List of Subcontractors
Non-Discrimination in Employee Benefits Ordinance Certification
Minimum Qualifications Questionnaire
Equal Employment Opportunity Certification
Public Contract Code Section 10285.1 Statement
Public Contract Code Section 10162 Questionnaire
Public Contract Code Section 10232 Statement
Non Collusion Affidavit
Debarment and Suspension Certification
Nonlobbying Certification for Federal-Aid Contracts
Disclosure of Lobbying Activities Form and Instructions
Local Agency Bidder - DBE Commitment (Exhibit 15-G(1))
DBE Information – Good Faith Efforts (Exhibit 15-H)
Local Agency Bidder - DBE Information (Exhibit 15-G(2))
Excerpts from the California Labor Code Relating to Apprentices on Public Works
Duns Form
Green Contracting Survey
Title VI Language
Bidders List (Exhibit 12-G, Part I & II)

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:

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	TRAFFIC CONTROL SYSTEM	1	LS	$ 50,000	$ 50,000
2.	REMOVE TRAFFIC STRIPE	2,930	LF	$ 2	$ 5,860
3.	REMOVE YELLOW PAINTED TRAFFIC STRIPE	1,080	LF	$ 2	$ 2,160
4.	COLD PLANE ASPHALT CONCRETE	38	CY	$ 160	$ 6,080
5.	TRAFFIC STRIPE	4,550	LF	$ 1	$ 4,550
6.	PAVEMENT MARKERS (RETROREFLECTIVE)	770	EA	$ 6	$ 4,620
7.	AGGREGATE BASE CLASS 2	16	CY	$ 175	$ 2,800
8.	CURB & GUTTER TYPE 1 (MOD)	26	LF	$ 165	$ 4,290
9.	MEDIAN CURB TYPE 14	26	LF	$ 165	$ 4,290
10.	MEDIAN CURB TYPE 14 (MOD)	26	LF	$ 165	$ 4,290
11.	CURB TYPE 3	14	LF	$ 165	$ 2,310
12.	TRUNCATED DOME MATS	1	EA	$ 7,500	$ 7,500
13.	PORTLAND CEMENT CONCRETE (MISCELLANEOUS AREA)	31	CY	$ 1,400	$ 43,400
14.	CONCRETE PAVEMENT TRANSITION PANEL	42	CY	$ 1,900	$ 37,800
15.	PLACE HOT MIX ASPHALT CONCRETE (MISCELLANEOUS AREA)	65	TON	$ 225	$ 14,625

16.	PLACE HOT MIX ASPHALT DIKE (TYPE A)	17	LF	$ 65	$ 1,105
17.	REMOVE METAL BEAM GUARD RAILING	1	LS	$ 5,500	$ 5,500
18.	METAL BEAM GUARD RAIL TERMINAL SYSTEM (MOD)	2	EA	$ 6,500	$ 13,000
19.	HANDRAILING (F)	32	LF	$ 275	$ 8,800
20.	CLEAN BRIDGE DECK (F)	38,100	SF	$ .20	$ 7,620
21.	FURNISH BRIDGE DECK TREATMENT MATERIAL	450	GAL	$ 75	$ 33,750
22.	TREAT BRIDGE DECK (F)	38,100	SF	$ .20	$ 7,620
23.	REPAIR SPALLED OVERHANG BRACKETS	10	SF	$ 1,600	$ 16,000
24.	EPOXY-INJECT CRACK	21	LF	$ 325	$ 6,825
25.	REPAIR OPEN JOINT	63	CF	$ 225	$ 14,175
26.	CLEAN EXIST OPEN JOINT, PLACE TYPE A SEAL	105	LF	$ 20	$ 2,100
27.	REMOVE AND REPLACE TYPE A SEAL	135	LF	$ 35	$ 4,725
28.	REMOVE AND REPLACE TYPE B SEAL (MR = 2")	135	LF	$ 55	$ 7,425
29.	CLEAN EXIST INTERMEDIATE JOINT, PLACE TYPE A SEAL	756	LF	$ 65	$ 49,140
30.	STRUCTURE APPROACH TYPE R (30D) (F)	50	CY	$ 2,200	$ 110,000
31.	STRUCTURE APPROACH TYPE R (30S) (F)	66	CY	$ 1,800	$ 118,800
32.	SIDEWALK JOINT COVER	50	LF	$ 225	$ 11,250
33.	RECONSTRUCT TUBULAR HANDRAILING (F)	20	LF	$ 375	$ 7,500
34.	CONCRETE BARRIER TYPE 25 (F)	10	LF	$ ~~2,500~~ 250	$ 2,500

(F) – denotes final pay quantity

CONTRACTOR NAME:

TOTAL $ ~~6[illegible],210~~ 622,410

It is understood that this Bid Proposal is based upon completion of the Work within a period of **EIGHTY (80) WORKING DAYS,** commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

A schedule of values (cost break-down) for lump-sum electrical items shall be included with the bid. Otherwise, the bid will be deemed non-responsive. See Electrical Provisions for requirements of the cost breakdown.

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	8/7/2015
Add. #	2	DATE	8/21/2015
Add. #	3	DATE	8/26/2015
	4		8/28/2015
	5		9/11/2015

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

Co-Partnership

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR:

By _____ (Signature)

Jay Zoellner
(Print or Type)

Title Managing Partner
Address 871 Cotton Court Suite A
Vacaville CA 95688
Telephone No. 707 449 3604
Fax No. 707 449 3641
Email Address JZOELLNER@Pacificic.net
Date 9/26/2015

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. 1004305 Type A
Expiration Date 6/30/2017
Tax I.D. Nos.- Fed. 473504282 State CALIFORNIA
City of Sacramento Business Operation Tax Certificate No. _____
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE_____ Cert #_____ SBE_____ Cert #_____

UDBE_____ Cert #_____ M/WBE_____ Cert #_____

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____ _____ _____
Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; T HE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Pacific Infrastructure Construction, LLC

BY: _____ Managing Partner **Date:** 9/16/2015
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)

City of SACRAMENTO

SUBCONTRACTORS LIST

To be eligible for award of this contract, the bidder shall list any business and all subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work/services listed. The inclusion of false information or the omission of required information will render the bid non-responsive. **READ THE ABOVE REQUIREMENT CAREFULLY**

SUBCONTRACTOR			
Name	Camblin Steel	**Contact**	Estimating
Address:	4175 Cincinnati	**Phone**	916 644 1300
City, State, Zip	Rocklin CA 95765	**Dollar Value**	26,380
Description of Services	Reinforcing	**Contractor Lic. # (MANDATORY)**	218839
SUBCONTRACTOR			
Name	Frank Medina General Engineering	**Contact**	Roxanne
Address:	10096 Athens Rd	**Phone**	530 743 6744
City, State, Zip	Oroville CA 95966	**Dollar Value**	2370
Description of Services	Remove Guard Rail Tube Rail Hand Rail Mask	**Contractor Lic. # (MANDATORY)**	644373
SUBCONTRACTOR			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Dollar Value**	
Description of Services		**Contractor Lic. # (MANDATORY)**	
SUBCONTRACTOR			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Dollar Value**	
Description of Services		**Contractor Lic. # (MANDATORY)**	
SUBCONTRACTOR			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Dollar Value**	
Description of Services		**Contractor Lic. # (MANDATORY)**	

Add additional pages if necessary.

Revised 4/15/14

REQUIREMENTS FOR THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

"Contract" shall not include: a r evocable at-will use or encroachment permit for the use of or encroachment on C ity 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

Pacific Infrastructure Construction, LLC
Name of Contractor

871 Cutting Court Suite A Vacaville CA 95688
Address

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

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

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

3. If the face amount of this City Contract is less than $25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds $25,000 in total value.

4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

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

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

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

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

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

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

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

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

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

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

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

9/16/2015
Date

Jay Zeller
Print Name

Managing Partner
Title

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

  City of Sacramento
  Contract Services Unit
  5730 24th St, Bldg 1
  Sacramento, CA 95822

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

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

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

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

The included employee benefits are:

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

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

You May . . .

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

  City of Sacramento
  Contract Services Unit
  5730 24TH St, Bldg 1
  Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

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

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

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

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is " yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

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

   CLASS A 6/30/2017

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?

   ☐ Yes ☒ No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

   ☐ Yes ☒ No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

   ☐ Yes ☒ No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

   ☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

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

☐ Yes ☐ No ☐ Not applicable

OR

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

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

☐ Yes ☒ No ☐ Not applicable

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

☐ Yes ☒ No

OR

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at Vacaville, CA (Location), on 9/16/2015 (Date)

Signature: _____

Print name: Jay Zeller

Title: Managing Partner

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Pacific Infrastructure Construction, LLC proposed subcontractor _____, hereby certifies that he has ___, has not ✓, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ✓ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ____ No ✓

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of Sacramento
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- [ ] a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- [ ] a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- [ ] a. initial
- b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

- [ ] Prime
- [ ] Subawardee
  Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

N A

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

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

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ [ ] actual [ ] planned

12. Form of Payment (check all that apply):

- [ ] a. cash
- [ ] b. in-kind; specify: nature _____
  value _____

13. Type of Payment (check all that apply)

- [ ] a. retainer
- [ ] b. one-time fee
- [ ] c. commission
- [ ] d. contingent fee
- [ ] e deferred
- [ ] f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes [ ] No [ ]

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [signature]

Print Name: Jay Zoellner

Title: Managing Partner

Telephone No.: 7074493604 Date: 9/16/2015

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

BID PROPOSAL CHECKLIST

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

Included Please (√)		Pages
☐	Bid Proposal Form	1 – 10
☐	Bid Proposal Guarantee	1 only
☐	Drug Free Work Place Certification	1 only
☐	List of Subcontractors	1 only
☐	Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
☐	Minimum Qualifications Questionnaire	1 – 6
☐	Equal Employment Opportunity Certification	1 only
☐	Public Contract Code Section 10285.1 Statement & Public Contract Code Section 10162 Questionnaire	1 only
☐	Public Contract Code Section 10232 Statement	1 only
☐	Non Collusion Affidavit	1 only
☐	Debarment and Suspension Certification	1 only
☐	Non-lobbying Certification for Federal-Aid Contracts	1 only
☐	Disclosure of Lobbying Activities Form and Instructions	1 - 2
☐	Local Agency Bidder – DBE Commitment (Exhibit 15-G)*	1 - 2
☐	DBE Information – Good Faith Efforts (Exhibit 15-H)*	1 only
☐	DUNS FORM	1 only
☐	Cost Breakdown for Lump Sum Electrical Items*	1 only

*** This information is due by no later than 4:00PM, four (4) working days from bid opening. Please deliver to Jose R. Ledesma, New City Hall, 915 I Street, Room 2000, Sacramento CA 95814.**

Contact info: jledesma@cityofsacramento.org, 916-808-8195.

CITY OF SACRAMENTO
Department of Transportation
Engineering Services Division

BID PROPOSAL GUARANTEE

KNOW ALL MEN BY THESE PRESENTS,

That we, Pacific Infrastructure Construction LLC

as Principal, and Western Surety Company

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

THE CONDITION OF THIS OBLIGATION IS SUCH
That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened in the Council Chambers at City Hall, Sacramento, California, on 09/16/2015 for the Work specifically described as follows:

H STREET BRIDGE REHABILITATION PROJECT
(PN: T15135300)

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 September 20 15.

Pacific Infrastructure Construction LLC
By:
PRINCIPAL
871 COTTING COURT
SUITE A VACAVILLE CA
95688
Address

NOTARY

Western Surety Company
By:
Betty L. Tolentino
Attorney-in-Fact
SURETY
555 Mission St, #200, San Francisco, CA 94105
Address

NOTARY

(Rev. 5-6-91)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On September 1, 2015 before me, Janet C. Rojo, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Betty L. Tolentino
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PC01 JANET C. ROJO
COMM. #2041020
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Oct. 9, 2017 PC01

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Maureen O'Connell, Brian F Cooper, Robert P Wrixon, Virginia L Black, Kevin Re, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of April, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 15th day of April, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of September, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and 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 Company. 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.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Solano)

On 09/01/15 before me, Peter Wells, Notary Public
(insert name and title of the officer)

personally appeared Jay Zoellner,
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.

NRO1 PETER WELLS
COMM. #2025559
Notary Public - California
Solano County
My Comm. Expires May 21, 2017 NRO1

Signature _____ (Seal)

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.

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency File

SECTION NO. 14 - CONTRACT FORMS

Agreement
Performance Bond
Payment Bond
Worker's Compensation Certification
Construction & Demolition Debris Recycling Requirements
Pay Request Application
Schedule of Values
Guarantee
NTP Sample

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over $25,000)

THIS AGREEMENT, dated for identification November 24, 2015, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Pacific Infrastructure Construction, LLC, 871 Cotting Court Ste A, Vacaville CA 95688-9354 ("Contractor").

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

The Notice to Contractors
The Proposal Form submitted by the Contractor
The Instructions to Bidders
~~The Local Business Enterprise (LBE) Requirements~~
The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
The City's Reference Guide for Construction Contracts
The Addenda, if any
This Agreement
The Standard Specifications
The Special Provisions
The Plans and Technical Specifications
The drawings and other data and all developments thereof prepared by City pursuant to the Contract
Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

2. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Contract Documents entitled:

H Street Bridge Rehabilitation Project
(PN: T15135300)

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

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

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

other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

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

B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **$1,080.00 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 10.12.15

BY _____

Print Name Gabe Farnsworth

Title Managing Partner

BY _____

Print Name

Title

Federal ID# 47-3504282

State ID# 048-1114-7

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:*_____)

SIGN HERE

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

Form approved by City Attorney 12-24-14

Arthur J. Gallagher & Co.

Via FedEx
October 9, 2015

Peter Wells
Pacific Infrastructure Construction LLC
6559 Goya Way
El Dorado Hills, CA 95762

RE: Bond No. 929612956
City of Sacramento
H Street Bridge Rehabilitation Project

Dear Pete:

Enclosed are the duly executed Performance and Payment bonds as respects the above referenced project, along with a copy for your records.

Also enclosed is our Invoice No. 1510008 in the amount of $6,223 representing the premium due.

If you have any questions, please let us know.

Very truly yours,

Janet C. Rojo

:jcr
Enclosures

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.
1255 Battery Street, Suite 450
San Francisco, CA 94111
CA Lic # 0726293

m 415.391.1500
t 800.500.7202
f 415.391.1882
ajg.com

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of PUBLIC WORKS
Page 1 of 1

Bond No.: 929612956
Premium: $6,223.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Pacific Infrastructure Construction, LLC, 871 Cotting Court Ste A, Vacaville CA 95688-9354 as principal, hereinafter called Contractor, a contract for construction of:

H Street Bridge Rehabilitation Project
(PN: T15135300)

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

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:
Western Surety Company, 555 Mission St., #200, San Francisco, CA 94105,
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:
SIX HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED TEN DOLLARS ($622,410.00), 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 October 9, 20 15.

Pacific Infrastructure Construction, LLC
(Contractor) (Seal)
By
Title Managing Partner

Western Surety Company
(Surety) (Seal)
By
Title Betty L. Tolentino, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:
City Attorney

Form approved by CAO 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)
County of San Francisco)

On October 9, 2015 before me, Janet C. Rojo, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Betty L. Tolentino
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS ~~my hand~~ and official seal.

JANET C. ROJO
COMM. #2041020
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Oct. 9, 2017
PC01 PC01

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Maureen O'Connell, Robert P Wrixon, Virginia L Black, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 17th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of October, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Solano)

On October 12, 2015 before me, Peter Wells - Notary Public
(insert name and title of the officer)

personally appeared Gabe Farncroft,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

NRO1 PETER WELLS
COMM. #2025559
Notary Public - California
Solano County
My Comm. Expires May 21, 2017 NRO1

CITYOF SACRAMENTO
PAYMENT BOND
Department of PUBLIC WORKS
Page 1 of 1

Bond No.: 929612956
Premium: Included in Performance Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Pacific Infrastructure Construction, LLC, 871 Cotting Court Ste A, Vacaville CA 95688-9354

hereinafter called Contractor, a contract for construction of:

H Street Bridge Rehabilitation Project
(PN: T15135300)

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*):
Western Surety Company, 555 Mission St., #200, San Francisco, CA 94105,
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 SIX HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED TEN DOLLARS ($622,410.00), 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 October 9, 20 15.

Pacific Infrastructure Construction, LLC
(Contractor) (Seal)
By
Title Managing Partner

Western Surety Company
(Surety) (Seal)
By
Title Betty L. Tolentino, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:
City Attorney

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)
County of San Francisco)

On October 9, 2015 before me, Janet C. Rojo, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Betty L. Tolentino
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANET C. ROJO
COMM. #2041020
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Oct. 9, 2017

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Maureen O'Connell, Robert P Wrixon, Virginia L Black, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 17th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of October, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Solano)

On October 12, 2015 before me, Peter Wells - Notary Public
(insert name and title of the officer)

personally appeared Gabe Farncroft,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

NRO1 PETER WELLS
COMM. #2025559
Notary Public - California
Solano County
My Comm. Expires May 21, 2017 NRO1

GUARANTEE

We hereby guarantee the **H Street Bridge Rehabilitation Project (PN: T15135300)** 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: 10.12.15

Signed: [signature]

Gabe Farnsworth
Printed Name

Pacific Infrastructure Construction, LLC
Company

871 Cotting Court, Ste A
Address

Vacaville, CA 95688

(Rev. 5-6-91)

C&D Debris Waste Management Plan

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

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

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

A. Building Project Information:

Job Address: _____ Engineering Estimate: _____
Contractor: _____ Phone: _____
Address: _____ Email: _____

B. Briefly describe the project:

_____

_____

_____

_____

_____

C. Materials Required to be Recycled

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

50%
of all debris must be recycled

D. Material Management.

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

C&D Debris Waste Management Plan

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

E. Definitions.

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

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

F. Terms and Conditions

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

C&D Debris Haulers & Facilities

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

Certified Mixed C&D Facilities

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

Franchised Haulers

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

Recyclers*

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

Recovery Stations & Landfills

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

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

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

C&D Debris Waste Log

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

Project address: _____

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

Date	Hauler	Material	Destination	Amount

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

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

PAY REQUEST APPLICATION

PROJECT NAME:	**H Street Bridge Rehabilitation Project**
CONTRACTOR: *(per agreement)*	
CONTRACTOR REMITTANCE ADDRESS:	
PHONE NUMBER: ( )	
INVOICE NO.:	**T15135300-**
CITY PROJECT NUMBER:	**T15135300**
PERIOD ENDING DATE:	
ESCROW AGENT (Bank Name):	
ESCROW#:	
ESCROW AGENT REMITTANCE ADDRESS:	

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

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

PAY REQUEST APPLICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE OF VALUES V5

PROJECT NAME: H Street Bridge Rehabilitation Project
CITY PROJECT NUMBER: T15135300
CONTRACTOR: (As per City Agreement)
REMITTANCE ADDRESS:
PHONE NUMBER: ( )
INVOICE NUMBER: T15135300-

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

Payment No. _____
Work Performed Thru _____

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	WATER POLLUTION CONTROL	1	LS									1.00	
2	TRAFFIC CONTROL SYSTEM	1	LS									1.00	
3	REMOVE TRAFFIC STRIPE	2,930	LF									2,930.00	
4	REMOVE YELLOW PAINTED TRAFFIC STRIPE	1,080	EA									1,080.00	
5	COLD PLANE ASPHALT CONCRETE	38	CY									38.00	
6	TRAFFIC STRIPE	4,550	EA									4,550.00	
7	PAVEMENT MARKERS (RETROREFLECTIVE)	770	EA									770.00	
8	AGGREGATE BASE CLASS 2	16	CY									16.00	
9	CURB & GUTTER TYPE 1 (MOD)	26	LF									26.00	
10	MEDIAN CURB TYPE 14	26	LF									26.00	
11	MEDIAN CURB TYPE 14 (MOD)	26	LF									26.00	
12	CURB TYPE 3	14	LF									14.00	
13	TRUNCATED DOME MATS	1	EA									1.00	
14	PORTLAND CEMENT CONCRETE (MISCELLANEOUS AREA)	31	CY									31.00	
15	CONCRETE PAVEMENT TRANSITION PANEL	19	CY									19.00	
16	PLACE HOT MIX ASPHALT CONCRETE (MISCELLANEOUS AREA)	65	TON									65.00	
17	PLACE HOT MIX ASPHALT DIKE (TYPE A)	17	LF									17.00	
18	REMOVE METAL BEAM GUARD RAILING	1	LS									1.00	
19	METAL BEAM GUARD RAIL TERMINAL SYSTEM (MOD)	2	EA									2.00	
20	HANDRAILING (F)	32	LF									32.00	
21	CLEAN BRIDGE DECK (F)	38,100	SF									38,100.00	
22	FURNISH BRIDGE DECK TREATMENT MATERIAL	450	GAL									450.00	
23	TREAT BRIDGE DECK (F)	38,100	SF									38,100.00	
24	REPAIR SPALLED OVERHANG BRACKETS	10	SF									10.00	
25	EPOXY-INJECT CRACK	21	LF									21.00	
26	REPAIR OPEN JOINT	63	CF									63.00	
27	CLEAN EXIST OPEN JOINT, PLACE TYPE A SEAL	105	LF									105.00	
28	REMOVE AND REPLACE TYPE A SEAL	135	LF									135.00	
29	REMOVE AND REPLACE TYPE B SEAL (MR = 2")	135	LF									135.00	

Template: SOV for bid

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
30	CLEAN EXIST INTERMEDIATE JOINT, PLACE TYPE A SEAL	756	LF									756.00	
31	STRUCTURE APPROACH TYPE R (30D) (F)	50	CY									50.00	
32	STRUCTURE APPROACH TYPE R (30S) (F)	66	CY									66.00	
33	SIDEWALK JOINT COVER	50	LF									50.00	
34	RECONSTRUCT TUBULAR HANDRAILING (F)	20	LF									20.00	
35	CONCRETE BARRIER TYPE 25 (F)	10	LF									10.00	
		Original Contract Total:											
Change Order #1 - See change order summary sheet for details													
Change Order #2 - See change order summary sheet for details													
Change Order #3 - See change order summary sheet for details													
Change Order #4 - See change order summary sheet for details													
Change Order #5 - See change order summary sheet for details													

Sum of all Change Orders	$0.00	"Total Work to Date" From Previous Pay Req.		Current Work Total (this pay request)		Total Work to Date		Balancing Total of Adjusted Contract	$0.00
CCO Adjusted Contract Amount (Original + Change Orders)	$0.00	Retention Withholding To Date From Prev Pay Req. 1st Pg		This Retention (current work) (5%)		Retention Withholding to Date			
Partial Retention Release (Prior approval is needed before proceeding with partial 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/9/2015

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
Arthur J. Gallagher & Co. Insurance Brokers
of California, Inc. | LIC #0726293
1255 Battery Street #450
San Francisco CA 94111

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 415-391-1500 FAX (A/C, No): 415-391-1882
E-MAIL ADDRESS: CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers Indemnity Company of	25682
INSURER B: Travelers Commercial Casualty Compa	40282
INSURER C: Travelers Commercial Insurance Comp	36137
INSURER D: RSUI Indemnity Company	22314
INSURER E:	
INSURER F:	

INSURED PACIINF-04
Pacific Infrastructure Construction, LLC
871 Cotting Court, Suite A
Vacaville CA 95688

COVERAGES **CERTIFICATE NUMBER:** 1974310015 **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	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	DT22-CO-0G763900-TCT-15	6/8/2015	6/8/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	X OTHER: Ded $10,000							$
B	AUTOMOBILE LIABILITY	Y		BA-0G763900-15-CNS	6/8/2015	6/8/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			DTSM-CUP-0G763900-TIL-15	7/13/2015	6/8/2016	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	DTJ-UB-0G76390-015	6/8/2015	6/8/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (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
D	Excess 2nd Layer			NHA238738	9/21/2015	6/8/2016	Each Occurrence Aggregate	5,000,000 5,000,000

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

RE: H Street Bridge Rehabilitation Project (PN: T15135300)
ADDITIONAL INSURED(S): City of Sacramento, its officials, employees, and volunteers.

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

GENERAL LIABILITY:
*Additional Insured is required by a written contract per attached Form CGD3161111
*Waiver of Subrogation is required by a written contract per attached Form CGD3161111

AUTOMOBILE LIABILITY:
*Additional Insured is required by a written contract per attached Form CAT3530310

WORKERS COMPENSATION:
*Waiver of Subrogation is required by a written contract per attached Form WC990376

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Aircraft Chartered With Pilot

B. Damage To Premises Rented To You

C. Increased Supplementary Payments

D. Incidental Medical Malpractice

E. Who Is An Insured – Newly Acquired Or Formed Organizations

F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries

G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises

H. Blanket Additional Insured – Lessors Of Leased Equipment

I. Blanket Additional Insured – States Or Political Subdivisions – Permits

J. Knowledge And Notice Of Occurrence Or Offense

K. Unintentional Omission

L. Blanket Waiver Of Subrogation

M. Amended Bodily Injury Definition

N. Contractual Liability – Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured,

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

a. Fire;

b. Explosion;

c. Lightning;

d. Smoke resulting from such fire, explosion, or lightning, or

e. Water,

unless Exclusion **f.** of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**.

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3. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**:

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from fire; explosion, lightning, smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

   The Damage To Premises Rented To You Limit will be:

   a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

   "Premises damage" means "property damage" to:

   a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

   b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   (b) That is insurance for "premises damage"; or

7. Paragraph **4.b.(1)(c)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:

   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   "Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Paragraph **(1)(d)** above does not apply to "bodily injury" arising out of providing or failing to provide:

   (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or

   (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

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3. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

   a. Coverage under this provision is afforded only:

      (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it, or

      (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

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G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement, and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

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by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2., Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs **e. (1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph **6., Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed:

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

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

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2. The following replaces Paragraph **b.** in **B.5., Other Insurance,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2),** of **SECTION II – LIABILITY COVERAGE:**

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

2. The following replaces Paragraph **A.2.a.(4),** of **SECTION II – LIABILITY COVERAGE:**

   (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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

   (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

   (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

   (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

   (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.,** Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

   (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.,** Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

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to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

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

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Effects

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

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.,** but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

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

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) – 001

POLICY NUMBER: DTJ-UB-0G76390-015

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 03.000 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 06/08/2015 **ST ASSIGN:**

C08979

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/9/2015

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
Arthur J. Gallagher & Co. Insurance Brokers
of California, Inc. | LIC #0726293
1255 Battery Street #450
San Francisco CA 94111

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 415-391-1500 FAX (A/C, No): 415-391-1882
E-MAIL ADDRESS: CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of	25682
INSURER B : Travelers Commercial Casualty Compa	40282
INSURER C : Travelers Commercial Insurance Comp	36137
INSURER D : RSUI Indemnity Company	22314
INSURER E :	
INSURER F :	

INSURED PACIINF-04
Pacific Infrastructure Construction, LLC
871 Cotting Court, Suite A
Vacaville CA 95688

COVERAGES **CERTIFICATE NUMBER:** 1974310015 **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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC X OTHER: Ded $10,000	Y	Y	DT22-CO-0G763900-TCT-15	6/8/2015	6/8/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Y		BA-0G763900-15-CNS	6/8/2015	6/8/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			DTSM-CUP-0G763900-TIL-15	7/13/2015	6/8/2016	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	DTJ-UB-0G76390-015	6/8/2015	6/8/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Excess 2nd Layer			NHA238738	9/21/2015	6/8/2016	Each Occurrence Aggregate	5,000,000 5,000,000

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

RE: H Street Bridge Rehabilitation Project (PN: T15135300)
ADDITIONAL INSURED(S): City of Sacramento, its officials, employees, and volunteers.

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

GENERAL LIABILITY:
*Additional Insured is required by a written contract per attached Form CGD3161111
*Waiver of Subrogation is required by a written contract per attached Form CGD3161111

AUTOMOBILE LIABILITY:
*Additional Insured is required by a written contract per attached Form CAT3530310

WORKERS COMPENSATION:
*Waiver of Subrogation is required by a written contract per attached Form WC990376

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Aircraft Chartered With Pilot
B. Damage To Premises Rented To You
C. Increased Supplementary Payments
D. Incidental Medical Malpractice
E. Who Is An Insured – Newly Acquired Or Formed Organizations
F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries
G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
H. Blanket Additional Insured – Lessors Of Leased Equipment
I. Blanket Additional Insured – States Or Political Subdivisions – Permits
J. Knowledge And Notice Of Occurrence Or Offense
K. Unintentional Omission
L. Blanket Waiver Of Subrogation
M. Amended Bodily Injury Definition
N. Contractual Liability – Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured,

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

a. Fire;

b. Explosion;

c. Lightning;

d. Smoke resulting from such fire, explosion, or lightning, or

e. Water,

unless Exclusion **f.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**.

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3. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**:

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from fire; explosion, lightning, smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

   The Damage To Premises Rented To You Limit will be:

   a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

   "Premises damage" means "property damage" to:

   a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

   b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   (b) That is insurance for "premises damage"; or

7. Paragraph **4.b.(1)(c)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:

   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   "Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Paragraph **(1)(d)** above does not apply to "bodily injury" arising out of providing or failing to provide:

   (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or

   (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

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3. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

   a. Coverage under this provision is afforded only:

      (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it, or

      (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period:

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

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G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement, and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

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by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2., Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs **e. (1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph **6., Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed:

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

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

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2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

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

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

   (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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

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to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

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

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Effects

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

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

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

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TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) – 001

POLICY NUMBER: DTJ-UB-0G76390-015

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 03.000 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 06/08/2015 ST ASSIGN:

C08979

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
Pacific Infrastructure Construction LLC

☐ SSN or ITIN ☑ FEIN ☐ CA Corp no. ☐ CA SOS file no.
47-3504282

Address (apt./ste., room, PO Box, or PMB no.)
871 Cotting Court, STE A

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

State CA

ZIP Code 95688

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) Gabe Farncroft - Managing Partner Telephone (707) 449-3604

Payee's signature ▶ [signature] Date 10.12.15

For Privacy Notice, get FTB 1131 ENG/SP. 7061153 Form 590 C2 2014

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.
Pacific Infrastructure Construction LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**
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.)
871 Cotting Court, STE A

Requester's name and address (optional)

6 City, state, and ZIP code
Vacaville CA 95688

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
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
4 7 – 3 5 0 4 2 8 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** [signature] **Date ▶** 10.12.15

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.

SECTION NO. 15 - SCHEDULE OF WAGES

General Decision Number: CA150009 07/17/2015 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
9	06/05/2015
10	06/19/2015
11	07/10/2015
12	07/17/2015

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		

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     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 06/01/2015

NAPA AND SOLANO COUNTIES

                                  Rates          Fringes

CABLE SPLICER...................$ 50.97         3%+20.13
ELECTRICIAN.....................$ 45.31            21.98
-----------------------------------------------------------------
 ELEC0180-003 06/01/2015

NAPA AND SOLANO COUNTIES

                                  Rates          Fringes

Sound & Communications
     Installer...................$ 33.32            16.29
     Technician..................$ 35.66         3%+15.30

SCOPE OF WORK INCLUDES-
  SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,
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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 06/01/2015

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 47.20	16.97

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

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* ELEC1245-004 06/01/2015

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	$ 42.21	14.32
(3) Groundman.....	$ 32.28	14.03
(4) Powderman.....	$ 47.19	14.06

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

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

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

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	Rates	Fringes
Ironworkers:		
Fence Erector	$ 27.08	20.21
Ornamental, Reinforcing and Structural	$ 33.50	28.85

PREMIUM PAY:

$6.00 additional per hour at the following locations:

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

$4.00 additional per hour at the following locations:

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

$2.00 additional per hour at the following locations:

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

LABO0067-002 06/29/2015

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	20.82
Area B	$ 28.02	20.82

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

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* PLUM0343-001 07/01/2015

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.60	19.40
All Other Work	$ 49.15	31.30

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 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 07/01/2015

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 28.57	25.22
GROUP 2	$ 28.87	25.22
GROUP 3	$ 29.17	25.22
GROUP 4	$ 29.52	25.22
GROUP 5	$ 29.87	25.22

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

SECTION NO. 16 – LABOR COMPLIANCE

City of SACRAMENTO

LABOR COMPLIANCE REQUIREMENTS

A summary of the labor compliance requirements will be presented at the pre-construction meeting. However, please read the attached documents relating to the labor compliance requirements and expectations for this project. You will be required to sign the labor compliance acknowledgment at the pre-construction meeting if you are awarded the project. For any questions regarding these requirements, please contact Jose R. Ledesma at jledesma@cityofsacramento.org, or Brenda Kee at bkee@cityofsacramento.org.

Each contractor and subcontractor (at all levels/tiers) is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by, the City of Sacramento.

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

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software may be capable of generating a 'comma delimited file' that will interface with the software. If the 'comma delimited file' option does not work, it is still the responsibility of the contractor and subcontractors to manually enter their data into LCPtracker, meeting the required deadlines for those documents.

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

SACRAMENTO

Labor Compliance Requirements

DATE:
JOB:
PROJECT #

Contract Administrator:
Labor Compliance Officer:
Project Manager:
Inspector:
Prime Contractor:

In accordance to City of Sacramento Ordinance Section 360.180 the following is to comply with the City of Sacramento prevailing wage provision and contract provisions.

> The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. Owner Operators are not exempt from this requirement (LC § 1777.5). Current Prevailing Wage Rates can be accessed at ttp://www.dir.ca.govh/dlsr/pwd. NOTE: *The first bid advertisement date of the project determines the applicable wage for this project. Please check your bid advertisement date to make sure you are using the correct determination. Superseded prevailing wage determinations can be obtained at http://www.dir.ca.gov/oprl/main.htm.*
>
> Prevailing wage rates and rate changes are to be posted at the job site for workers to view.
>
> *If Federal Funded: Davis/Bacon prevailing wage rates apply, unless State prevailing wage rates are required.*

Prevailing Wage Requirements

- ❑ All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: Labor Code 1774*
- ❑ Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of $25 per day per worker. *References: Labor Code 1810-1815*
- ❑ Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.
- ❑ When required shift differential rates must be paid for classifications which include a shift determination.
- ❑ **State Prevailing Wage Determinations**
  * Single asterisk indicates that this wage determination can be used for the life of the contract.
  **Double asterisk indicates that this wage determination includes predetermined increases.
- ❑ Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.

- ⇨ The contractor must make applicable travel and subsistence payments in accordance with information on file with the Department of Industrial Relations (DIR) for classifications utilized. Call the Prevailing Wage Unit at (415) 703-4774 or available at: (415) 703-4774 or available at: http://www.dir.ca.gov/dlsr/PWD/index.htm *Reference: Labor Code 1773.1*

- ❑ Contractors violating prevailing wage requirements are subject to a penalty of up to $200 per day per worker, paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. *References: Labor Code 1775 and 1742.1*

Apprentices

- ❑ All requirements of the State Labor Code, Section 1777.5 apply including the following:
  - ⇨ Submit Division of Industrial Relations form DAS-140, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. The form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm

    Submit Division of Industrial Relations form DAS-142- Request for Dispatch of Apprentices (Prime and Sub-Contractors.)
  - ⇨ Training fees MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement. **CAC-2 Form and are due monthly by the 15th.**

    Training Fund Contribution Letter -are **due monthly by Prime and Sub- Contractors.** (If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPTracker.net)
  - ⇨ Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.

- ❑ Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. *References: Labor Code 1777.5; Contract Provision*

- ❑ Complaints or violations regarding apprentice ratios will be referred to DAS. *Reference: CCR 16434*

Certified Payroll Records

- **Certified Payroll Reports *(CPR)*** Input into LCPTracker.net. **Due within ten (10) days of pay period end date.** CPR's shall contain the same information for compliance with ***LC § 1776.*** Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPTracker.net under edocs) Reminder: wage increase for Master Agreements usually occurs on 06/15 and 06/29 or 06/30.

- **Negative Payroll Report Due within ten (10) days of pay period end date** if there is five (5) or more consecutive non-work days within any single pay period.

- **Fringe Benefit Statement: Form 420 (Located on LCPTracker.net under edocs)** Paid in cash or contributions to plans/programs are **due with first certified payroll report and anytime the fringe benefits change.** Please breakdown all fringes paid to employee and to what program they are being paid to. Documentation that the amount stated on the fringe benefit statement is being paid on the employees behalf may be requested for validation. If fringes are paid in cash please list a breakdown of those cash amounts.

- **Other Deductions** –Need to be detailed on the CPR and must be expressly authorized in writing by the employee or collective bargaining agreement.

Listing of Subcontractors

Contractors and subcontractors are required to list all suppliers and tier subcontractors hired to perform work on a public works project (in accordance to contract standard specification).

- ❑ The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work in excess of one-half of one percent of the total bid amount or $10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. The prime must use those subs as listed at bid time unless a **written substitution is requested and approved in writing** by the Contracts Specialist and Project Manager **before** substitution.
  References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work
- ❑ *Subcontracting Request,* Prime Contractor update the Form 300 (List of Subcontractors & Suppliers) before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.
- ❑ The prime contractor is responsible for work performed and compliance met by subcontractors and owner-operators.
- ❑ Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board.
  Reference: Public Contract Code 4110-4111

List of Subcontractors & Suppliers: Form 300 (Located on LCPTracker.net under edocs)
Per Government Section 4100 et seq; prohibition against unfair competition Business & Professions Code Section 17200-17208, you must list suppliers and the amount of their product (s). Form is due within ten (10) days of pre-construction meeting.

Pay Requests

The Labor Compliance Officer shall notify the contractor and the Project Manager of noncompliance and labor issues prior to pay requests approval. You must submit a current schedule of values with each **pay** request and **you must have all labor compliance requirements met before submitting a pay request. Failure to meet the labor compliance requirements will result in your pay request being denied and returned to you for full compliance.** Pay request must be submitted to the inspector for his/her review first. The inspector will then forward the request to the Project Manager and the Labor Compliance Officer for their review.

Completion of Project

- **Contractor Notification of Completion:** ***Form 264*** must be submitted into LCP Tracker, due upon completion of all punch list items established during final job walk.

All of these forms discussed in this document are located on LCPTracker.net under the eDocuments tab.

In accordance with city policy and contract documents, the undersigned contractor herein certifies that it will comply with the foregoing prevailing wage requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

_____	_____	_____
Contractor Signature	**Title**	**Date**

CITY OF SACRAMENTO

City of
SACRAMENTO

LABORCOMPLIANCE HANDBOOK 2015

PUBLIC WORKS LABOR PROJECTS – LABOR COMPLIANCE

Revised 4-7-15 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).*

CITY OF SACRAMENTO LABOR COMPLIANCE STAFF

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City of
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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 511283, Los Angeles, California 90051-7838.

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

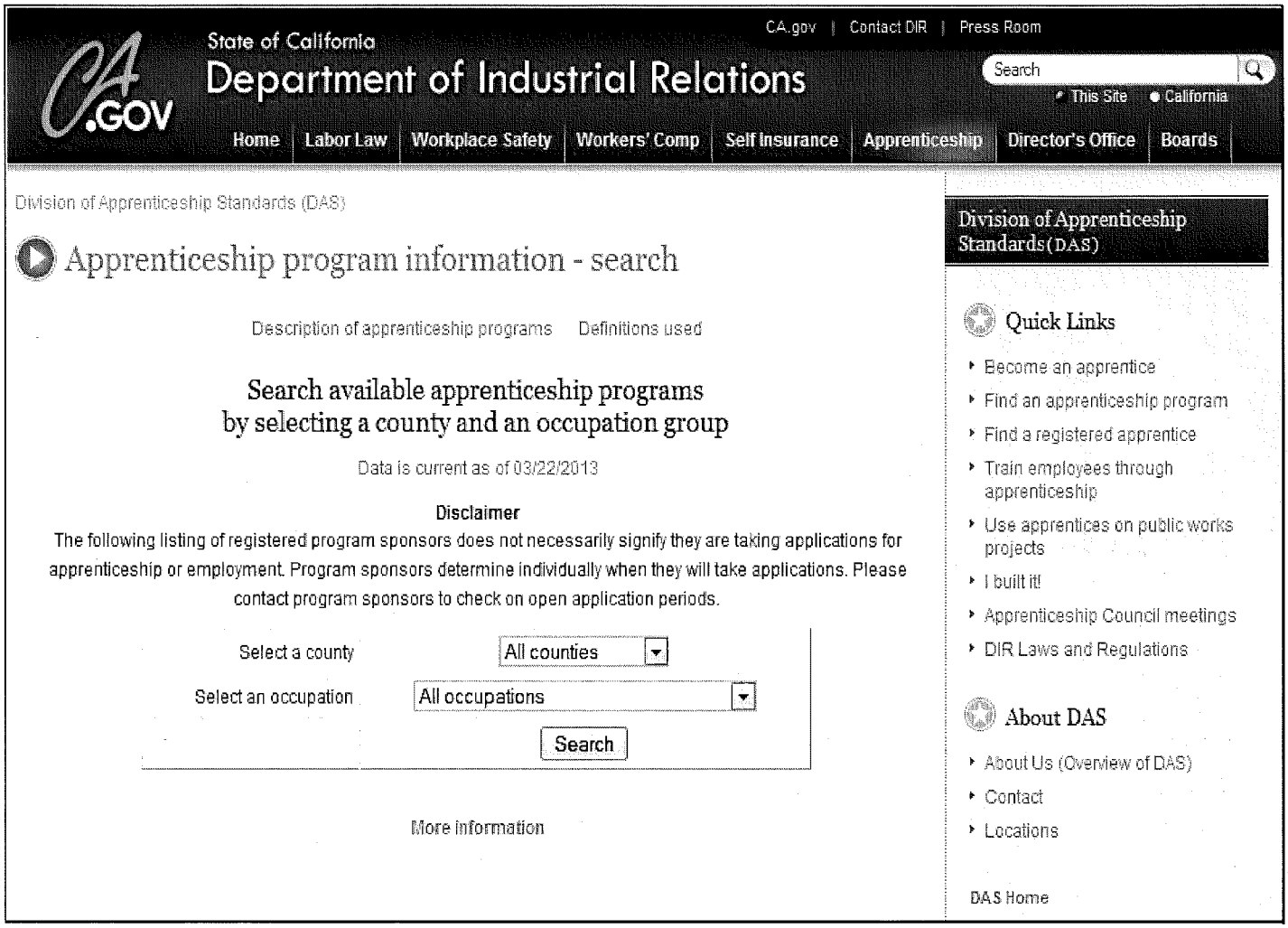
The website to see the latest list of apprenticeable trades is:
http://www.dir.ca.gov/oprl/pwappwage/ PWAppWageStart.asp

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 511283

Los Angeles, CA 90051-7838

Overnight payments should be sent to:

California Apprenticeship Council (CAC)
455 Golden Gate Avenue, 9th floor
San Francisco, California 94102

(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 *http://www.dir.ca.govh/dlsr/pwd.* NOTE: *The first bid advertisement date of the project determines the applicable wage for this project. Please check your bid advertisement date to make sure you are using the correct determination. Superseded prevailing wage determinations can be obtained at http://www.dir.ca.gov/oprl/main.htm.*
> Prevailing wage rates and rate changes are to be posted at the job site for workers to view.
>
> *If Federal Funded: Davis/Bacon prevailing wage rates apply, unless State prevailing wage rates are required.*

Prevailing Wage Requirements

- ❑ All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: Labor Code 1774*
- ❑ Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of $25 per day per worker. *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: (This is for all contracts, work or task orders executed that are over $30,000)
  - ⇨ 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 and delivered to the DIR as of April 1, 2015. ***The CPR's for the prime contractor and all sub-contractors must now be reported to the City of Sacramento and the State of California.*** **CPR's are 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 subcontractors hired to perform work on a public works project (in accordance to contract standard specification).

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)].

- ❑ 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 that **all compliance** is 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

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 eliminating 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_____

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; 1777.7and1813.*

☐ **Certified Payroll Reports**

under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. *(California Code of Regulations, Section 16401).*

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

Checklist of Labor Law Requirements, continued

Given week, the certified payroll report shall be annotated: "No work" for that week or a Non-performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776.*

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ **Nondiscrimination in Employment**

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6,* The *Government Code,* the *Public Contracts Code,* and *Title VII of the Civil Rights Act of 1964.*

☐ **Kickbacks Prohibited**

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778.*

☐ **Acceptance of Fees Prohibited**

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780.*

☐ **Listing of Subcontractors**

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104.*

☐ **Proper Licensing**

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

☐ **Unfair Competition Prohibited**

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208.*

☐ **Workers Compensation Insurance**

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ **OSHA**

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ **Proof of Eligibility/Citizenship**

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ **Itemized Wage Statement**

Labor Code Section 226 requires that employees be provided with itemized wage statements.

Certification

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____
(Company Name)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor _____ _____
(Signature) (Date)

Awarding Agency /Labor Compliance program _____ _____
(Signature) (Date)

City of SACRAMENTO

Statement of Employer Payments
"Fringe Benefit Statement"

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the below contract, the hourly rates for fringe benefits, payment made for employees on the various classes of work are tabulated below. If you use other plans not listed above, you may use the next page to provide this additional information. **If** the contributions are paid to the employee in cash please list the hourly amount in the corresponding category. Training Fund Contributions can never be paid to the employee directly.

Date _____ In Reply, Refer to Case No.: ____

Prime: _____

Subcontractor: _____

PROJECTNAME: _____

PROJECT CONTRACT NO.: _____ County/location: _____

HEALTHANDWELFARE

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S)USED/EFFECTIVE DATE			CONTRIBUTIONPERCLASSIFICATION/PERHOUR	
CONTRIBUTIONS	WEEKLY ❑	MONTHLY ❑	QUARTERLY ❑	ANNUALLY ❑

PENSION

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

VACATION/HOLIDAY

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

TRAINING

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
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 11/05)

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/databases/das/pwaddrstart.asp 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 04/14)

City of
SACRAMENTO

Documents Required During the Life of the Construction Project

1. **CAC-2- Training Fund Contribution Form:**
   a) All Contractors must submit a CAC-2 Form monthly for the prior month's hours.
   b) This form is now available to be filled out on the DIR website. The previous CAC- 2 form is to be disregarded. CAC-2 forms **must** be done electronically. The link is as follow: https://www.dir.ca.gov/das/tf/cac2.asp. You must enter all requested information in order to ensure successful submission and processing of your payment. You will need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session that you will upload in to LCPtracker.net and send with your payment when mailed. The address is as follows:

      State of California
      Department of Industrial Relations
      California Apprenticeship Council
      P.O. Box 511283
      Los Angeles, CA 90051-7838

   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 to the City of Sacramento and the Department of Industrial Relations Electronic Certified Payroll Records site.
   b) The reports submitted to the City of Sacramento are submitted through the contracted electronic reporting program, LCPtracker.net, which can be found online at www.lcptracker.net. If you don't 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.
   c) The Electronic Certified Payroll Records for Contractors can be found at the following link: https://apps.dir.ca.gov/ecpr/DAS/AltLogin
   d) 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

Electronic Certified Payroll Records - Contractors

Welcome to the new online CMU Payroll Records Application.

- First time users will need to setup their account using the "First Time User button".
- You will need your Contractor ID (CSLB# or Professional #) to create an account.

The PWC 100 is an online notification system that requires public agencies to submit detailed public works project information (Awards) to the Department of Industrial Relations (DIR). Once the Award is in the system, Contractors will need to report their Certified Payroll Records.

Contractors will be able to upload Certified Payroll Records (CPRs) and Statements of Employer Payments (PW 26) through the eCPR application using PDF format. Prime contractors will be able to add their subcontractors to an Award so that subcontractors can upload their CPRs using the eCPR application. In order to upload CPRs and other payroll documents, contractors must be associated with one or more Awards.

If you have any questions, please contact CMU at PWC100@dir.ca.gov

Sign In

Email Address:

Password:

Remember me on this computer

Sign In

First Time User

Forgot Password

To create an account please select the First Time User button above.

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https://apps.dir.ca.gov/ecpr/DAS/AltLogin

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 Λ | Down V ARROW keys to select a list item.

	*** County of Work**	*** Classification**	*** Hours** (max: 9,999.99)	*** Rate** (max: $9.99)	**Amount**
*1)	Select a county	Select an occupation		$	$0.00
2)	Select a county	Select an occupation		$	$0.00
3)	Select a county	Select an occupation		$	$0.00
4)	Select a county	Select an occupation		$	$0.00

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 511283, Los Angeles, CA 90051-7838

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

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.

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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 and **all contractors** listed must have a **DIR registration number** prior to commencing work on the project.
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 and upload of payroll to DIR website)
- **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.