Title: Highway Safety Improvement Program - Hybrid Pedestrian Signals Project (T15145100)

Recommendation: Pass a Resolution: 1) appropriating $1,084,864 (Fund 3703) in federal funding to the Highway Safety Improvement Program (HSIP) Hybrid Pedestrian Signals Project (T15145100); 2) transferring $160,838 (Fund 2025) from the Pedestrian Safety Program (S15120500) to the HSIP Hybrid Pedestrian Signals Project (T15145100); 3) approving the Plans and Specifications for the HSIP Hybrid Pedestrian Signals Project; 4) awarding the construction contract to Pacific Excavation for an amount not to exceed $1,057,155; and 5) authorizing the City Manager to execute a contract with Pacific Excavation in an amount not to exceed $1,057,155 for the HSIP Hybrid Pedestrian Signals Project (T15145100).

Location: Citywide

Contact: Kaleb Haile, Senior Engineer (916) 808-7020: Nicholas Theocharides, Engineering Services Manager, (916) 808-8280, Department of Public Works

Presenter: None

Department: Public Works

Attachments:
1-Description/Analysis
2-Resolution
3-Contract – HSIP Hybrid Ped Signals
Description/Analysis

Issue Detail: In 2013, the City applied for and received a HSIP grant to implement pedestrian and bicyclist safety improvements at nine locations. The project improvements consist of the installation of hybrid pedestrian signals, crosswalk striping, and curb ramps. A hybrid pedestrian signal differs from a typical traffic signal in that it is always dark until a pedestrian pushes a button to change the signal heads to red, so that vehicular traffic stops, and a pedestrian can safely cross the street. Design was completed and the project was advertised for bids. Pacific Excavation is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with awarding the construction contract.

Policy Considerations: This action is consistent with General Plan policies regarding transportation, neighborhood revitalization and enhancement and public safety, and City Code Chapter 3.60.

Economic Impacts: This new infrastructure is expected to create 4.23 total jobs (2.43 direct jobs and 1.80 jobs through indirect and induced activities) and create $652,725 in total economic output ($411,417 of direct output and another $241,307 of output through indirect and induced activities).

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

Environmental Considerations:

California Environmental Quality Act (CEQA/NEPA): It has been determined that the HSIP Hybrid Pedestrian Signals Project meets the criteria for a Categorical Exemption pursuant to th California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). There is no substantial evidence that the project will have a significant effect on the environment.

Sustainability: This project is consistent with the Sustainability Master Plan goals to enhance the pedestrian and vehicular facilities in the public right-of-way and to improve safety.

Commission/Committee Action: None
Rationale for Recommendation: The project was advertised and bids were received on November 16, 2016. The bids are summarized below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
<th>DBE (Goal 8%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Excavation</td>
<td>$1,057,155.00</td>
<td>14.1%</td>
</tr>
<tr>
<td>M &amp; M Electric</td>
<td>$1,219,278.00</td>
<td>65.1%</td>
</tr>
<tr>
<td>St. Francis Electric</td>
<td>$1,279,527.92</td>
<td>0%</td>
</tr>
</tbody>
</table>

The Engineer’s Estimate was $889,969. It is recommended that the construction contract be awarded to the lowest responsive and responsible bidder, Pacific Excavation.

Financial Considerations: The total estimated project cost of the HSIP Hybrid Pedestrian Signals Project (T15145100) is $1,751,497.

As of December 6, 2016, the HSIP Hybrid Pedestrian Signal Project (T15145100) has a total budget of $505,795. Approval of the appropriation of $1,084,864 (Federal Capital Grant Fund, Fund 3703) in federal funding and transfer of $160,838 (New Measure A Construction Fund, Fund 2025) from the Pedestrian Safety Program (S15120500) will bring the total budget to $1,751,497 and the unobligated balance to $1,370,172. This unobligated balance is sufficient to execute the construction contract for $1,057,155 with Pacific Excavation, and cover construction management costs.

As of December 6, 2016, the Pedestrian Safety Program (S15120500) has a total budget of $1,095,728 and unobligated balance of $523,993, which is sufficient to complete the transfer of $160,838 (New Measure A Construction Fund, Fund 2025) to the HSIP Hybrid Pedestrian Signals Project (T15145100) and meet the remaining program obligations.

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

Local Business Enterprise (LBE): The HSIP Hybrid Pedestrian Signals Project (T15145100) has federal construction funding and requires conformance with Disadvantaged Business Enterprise (DBE) requirements. Therefore, the City’s LBE requirements are held in abeyance. The DBE goal for this project is 7%. Pacific Excavation pledged 14.1% in DBE, which exceeds the DBE goal for this project.
RESOLUTION NO.
Adopted by the Sacramento City Council

AWARD CONTRACT - HSIP HYBRID PEDESTRIAN SIGNALS PROJECT
(T15145100)

BACKGROUND

A. The City was awarded $1,290,554 in federal funds from the Highway Safety Improvement Program (HSIP) to install Hybrid Pedestrian Signals at nine locations throughout the City. The proposed Improvements will install pedestrian push button activated signals at nine locations: Broadway/1st Avenue, Broadway/Santa Cruz, Broadway/39th Street, Broadway/43rd Street, Marysville Boulevard/Roanoke Avenue, El Camino Avenue/Empress Street, Arden Way/Empress Street, Del Paso Boulevard/Plaza Avenue and Franklin Boulevard/Atlas Avenue; to enhance pedestrian safety at uncontrolled crossings.

B. The project was advertised and bids were received on March 2, 2016. The bids are shown below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
<th>DBE (Goal 7%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Excavation</td>
<td>$1,057,155.00</td>
<td>14.1%</td>
</tr>
<tr>
<td>M &amp; M Electric</td>
<td>$1,219,278.00</td>
<td>65.1%</td>
</tr>
<tr>
<td>St. Francis Electric</td>
<td>$1,279,527.92</td>
<td>0%</td>
</tr>
</tbody>
</table>

C. The engineer’s construction estimate was $889,969.

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

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

Section 1. That Plans and Specifications for the HSIP Hybrid Pedestrian Signals Project (T15145100) are approved.
Section 2. The FY16/17 Capital Improvement Program (CIP) is amended by appropriating $1,084,864 (Fund 3703) in federal funding to the HSIP Hybrid Pedestrian Signals Project (T15145100).

Section 3. The FY16/17 Capital Improvement Program (CIP) is amended by transferring $160,838 (Fund 2025) from the Pedestrian Safety Program (S15120500) to the HSIP Hybrid Pedestrian Signals Project (T15145100).

Section 4. The construction contract is awarded to Pacific Excavation for an amount not to exceed $1,057,155 for the HSIP Hybrid Pedestrian Signals Project (T15145100).

Section 5. The City Manager is authorized to execute a contract with Pacific Excavation for an amount not to exceed $1,057,155 for the HSIP Hybrid Pedestrian Signals Project (T15145100).
SPECIAL PROVISIONS
NOTICE TO BIDDERS
PROPOSAL AND CONTRACT
FOR
HSIP HYBRID PEDESTRIAN SIGNALS PROJECT
IN
CITY OF SACRAMENTO
FEDERAL AID PROJECT NO: HSIPL 5002(170)
CITY PROJECT NO: T15145100


For Pre-Bid Information Call:
Kaleb Haile, Project Manager
TEL: (916) 808-7020
FAX: (916) 808-7903
khaile@cityofsacramento.org

Bids to be received before
2:00 P.M., Wednesday, November 16, 2016
5th Floor, New City Hall
915 I Street, Sacramento, CA 95814

Pre-Bid Meeting:
October 25, 2016 at 2:30 P.M.
New City Hall
915 I Street, Second Floor
Conference Room 2105
Sacramento, CA 95814

Engineer’s Construction Estimate: $889,969
Construction Time: 120 Working Days
Contractor's License Detail for License # 694400

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 11/30/2016 8:46:45 AM

**Business Information**

TIM PAXIN'S PACIFIC EXCAVATION INC  
9796 KENT STREET  
ELK GROVE, CA 95624  
Business Phone Number: (916) 686-2800

**Entity** Corporation  
**Issue Date** 08/15/1994  
**Expire Date** 08/31/2018

**License Status**

This license is current and active.

All information below should be reviewed.

**Classifications**

A - GENERAL ENGINEERING CONTRACTOR  
C10 - ELECTRICAL

**Bonding Information**

Contractor's Bond

This license filed a Contractor's Bond with GREAT AMERICAN INSURANCE COMPANY.  
**Bond Number:** 4076394  
**Bond Amount:** $15,000  
**Effective Date:** 01/01/2016  
Contractor's Bond History

**Bond of Qualifying Individual**

The qualifying individual TIMOTHY PATRICK PAXIN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.  
**Effective Date:** 11/30/1994  
BQI's Bond History

**Workers' Compensation**

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA  
**Policy Number:** UBSG8748116  
**Effective Date:** 01/01/2016  
**Expire Date:** 01/01/2017  
Workers' Compensation History
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
1515 Clay Street
Suite 401
Oakland, CA 94612
SNakagama@dirca.ca.gov

<table>
<thead>
<tr>
<th>Name of contractor</th>
<th>Period of debarment</th>
</tr>
</thead>
</table>
| Del Norte Construction, And Trinidad Manuel Canales, an Individual | 6/01/16 through 5/31/17  
Decision LB 5533 |
| 5020 Wooley Rd.  
Oxnard, CA 93030  
CSLB Number: #945723 | |
| Diversified Building & Electric Company, Inc. | 2/15/16 through 8/15/17  
Decision SC 5714 |
| 409 Tenant Station  
Morgan Hill, CA 95037 | |
| Denis Andrew Maris, Individually and Doing Business as Diversified Electric Company | |
| CSLB Number: #765312 | |
| Fast Demolition, Inc. | 4/1/44 through 3/31/47  
Decision LB5742  
4/1/41 through 3/31/44  
Decision LB5665  
4/1/36 through 3/31/39  
Decision LB5740  
4/1/33 through 3/31/37  
Decision LB5651  
4/1/33 through 3/31/37  
Decision LB5739  
4/1/24 through 3/31/27  
Decision LB5741  
4/1/30 through 3/31/33  
Decision LB5743  
4/1/27 through 3/31/30  
Decision LB5666 | |
| 601-C East Palomar Street #123  
Chula Vista, CA 91911  
CSLB Number: #792729 | |
<table>
<thead>
<tr>
<th>Name and Address</th>
<th>Decision Dates</th>
</tr>
</thead>
</table>
| Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually and dba Amerivet Plumbing Services | 4/1/21 through 3/31/24  
Decision LB5667  
4/1/18 through 3/31/21  
Decision LB5668  
4/01/15 through 3/31/18  
Decision LB5345 |
| Ultimate Inc., And, Enrique Vera, an Individual |

PO Box 571117  
Tarzana, CA 91356-1117  
CSLB Number: #849229 |
| 8/6/15 through 8/5/18  
Decision |
| Travioli Construction, Inc. |

PO Box 231  
Visalia, CA 93274  
CSLB Number: #936832 |
| 9/11/15 through 3/10/17  
Decision |
| Integrity Sheet Metal, Inc. |

319 McArthur Way  
Upland, CA 91786  
CSLB #726770  
William Ben Hicks, an individual;  
Margaret Mary Hicks, an individual |
| 2/01/15 through 1/31/18  
Decision |
| L.A. Builders, Inc., a California Corporation |

15035 Salicy Street, #H  
Van Nuys, CA 91406  
CSLB #748591  
Alon Gamaliel, an individual |
| 2/01/15 through 1/31/18  
Decision |
| USA Wall Systems, Inc. |

8309 Sunshine Lane  
Riverside, CA 92508  
CSLB #209610  
Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO |
| 4/01/15 through 3/31/18  
Decision |
| 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. |
| 4/01/15 through 3/31/18  
Decision |
| RDA Construction, Inc. |

1692 W. Bullard Ave.,  
Fresno, CA 93711  
CSLB# 383306 |
| 12/15/14 through 12/14/16  
Decision |
| Titan Electrical Construction, Inc. |

Lucas Oliver Stidney, an individual  
Jamie Noel Furr, an individual  
630 Natoma Street  
San Francisco, CA 94103  
CSLB# 919516 |
| 11/3/14 through 11/2/17  
Decision |
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<tr>
<th>Company Name</th>
<th>Licensee</th>
<th>License Number</th>
<th>Date of Issue through Date of Expiration</th>
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<td>Ramos Painting</td>
<td>Carlos Ray Ramos, an individual</td>
<td>CSLB# 753575</td>
<td>11/3/14 through 11/2/15</td>
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<td>Nixon Electric</td>
<td>Gordon Fulton Nixon, an individual</td>
<td>CSLB# 796802</td>
<td>8/1/14 through 7/31/17</td>
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<tr>
<td>Neris General Contractors, a California Corporation</td>
<td>Efren Neri, an individual</td>
<td>CSLB# 797967</td>
<td>2/28/14 through 2/27/17</td>
<td>Decision</td>
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<tr>
<td>Southland Construction</td>
<td>Reza Mohammad, an individual</td>
<td>CSLB# 663784 (expired)</td>
<td>10/14/14 through 10/13/17</td>
<td>Decision</td>
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<tr>
<td>National Drywall Corporation, A Dissolved California Corporation</td>
<td>Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President</td>
<td>CSLB #834335</td>
<td>8/4/14 through 8/3/17</td>
<td>Decision</td>
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<tr>
<td>Tadros &amp; Youssef Construction, Inc. Kamel Shaker Tadros &amp; Makram Youssef Youssef, Individually</td>
<td>CSLB# 698182 (expired)</td>
<td>5/10/14 through 5/9/17</td>
<td>Decision</td>
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<tr>
<td>Serenity Fire Protection</td>
<td>417 S. Associated Road, Brea, CA 92821</td>
<td>CSLB# 902827</td>
<td>5/1/14 through 4/30/17</td>
<td>Decision</td>
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<tr>
<td>Don Kelly Construction, Inc. Don Kelly, Individual and Lisa Kelly, Individual</td>
<td>171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719</td>
<td>3/25/14 through 3/24/17</td>
<td>Decision</td>
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<tr>
<td>Aldan, Inc.</td>
<td>P.O. Box 9428, Brea, CA 92822</td>
<td>CSLB #949229</td>
<td>2/28/14 through 2/27/17</td>
<td>Decision</td>
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<tr>
<td>Russell/Thompson, Inc.</td>
<td>James Jean Russell &amp; Valery Alena Thompson, Individually</td>
<td>10/31/13 through 10/31/16</td>
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<td>Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals</td>
<td>7/29/12 through 7/28/15</td>
<td>Decision</td>
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<td>FEL Enterprises, Inc Gabriel Fedida, Individual</td>
<td>6/14/12 through 6/13/15</td>
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<td>Jeffrey Alan Mott and Michelle Mott, Individuals dba Integrity Landscape</td>
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<td>All West Construction, Inc. Donald Kent Russell</td>
<td>3/31/11 through 3/30/13</td>
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<td>Seo Dong Kim, an individual, dba Soo Kim Electric Company</td>
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<td>David Walter Cholewinski, an individual</td>
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<tr>
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<tr>
<td>S.J. Cimino Electric, Inc., a California corporation,</td>
<td>10/15/09 through 10/14/12</td>
<td>Decision</td>
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<tr>
<td>3267 Dutton Ave,</td>
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<tr>
<td>Santa Rosa, CA 95404</td>
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<tr>
<td>Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual</td>
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<td>5825 Heights Rd,</td>
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<tr>
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<tr>
<td>Serghon Gabriel Afram, individually</td>
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<tr>
<td>12477 Feather Dr</td>
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<tr>
<td>Mira Loma, CA 91752</td>
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<td>All Floors Commercial and Residential Flooring, Inc.</td>
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<tr>
<td>Salvador Elias Perea, Individually</td>
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<tr>
<td>750 E. McGlincy Lane, #103</td>
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<tr>
<td>Campbell, CA 95008</td>
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<td>CSB #430999 Exp. 7/31/09</td>
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<tr>
<td>1-AMD Construction, Inc.</td>
<td>3/16/09 through 3/15/12</td>
<td>Decision&gt;</td>
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<tr>
<td>Alberto Mordoki, Individually</td>
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<tr>
<td>Mirola Mordoki, individually</td>
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<tr>
<td>5300 Beach Blvd., Suite 110-416</td>
<td></td>
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<tr>
<td>Buena Park, CA 90621</td>
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<tr>
<td>CSB #707533, revoked</td>
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File a Claim
- Wage claims
- Bureau of Field Enforcement
- Public works complaints
- Claims for retaliation or discrimination

More Services
- Public records requests
- Translations
- Verify a license or registration
- Find a wage order
- Online payments
- Haga un pago por línea

Learn more about DLSE
- DLSE Frequently asked questions
- Archives
- DLSE site map
- Workplace postings
- Legislative reports

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SAM Search Results
List of records matching your search for:
Search Term: pacific* excavation*
Record Status: Active

No Search Results
| No Search Results |
HSIP Hybrid Pedestrian Signals
T15145100
Addendum No. 1

November 10, 2016

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

(a) By acknowledging receipt, on the bid proposal form submitted; or
(b) By separate letter or email which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, may result in rejection of your offer. If by virtue of this addendum you decide to change an offer already submitted, such change may be made by email or letter, provided such email or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Kaleb Haile at (916) 808-7020 or khaile@cityofsacramento.org.

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure
ITEM 1  Revised Davis Bacon Wages – CA160009 10/28/16 CA9 Mod 12
General Decision Number: CA160009 10/28/2016 CA9

Superseded General Decision Number: CA20150009

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: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was 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 $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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     01/08/2016
1     01/15/2016
2     01/29/2016
3     02/19/2016
4     02/26/2016
5     03/04/2016
6     07/08/2016
7     07/22/2016
8     07/29/2016
9     08/12/2016
10    08/26/2016
11    10/07/2016
12    10/28/2016

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Workers/Insulator</td>
<td></td>
</tr>
<tr>
<td>(Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)</td>
<td></td>
</tr>
<tr>
<td>Area 1................. $57.15</td>
<td>18.72</td>
</tr>
<tr>
<td>Area 2................. $44.05</td>
<td>18.62</td>
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</table>

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Removal</td>
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</tr>
<tr>
<td>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)</td>
<td></td>
</tr>
<tr>
<td>AREA 1................. $28.30</td>
<td>7.75</td>
</tr>
<tr>
<td>AREA 2................. $32.38</td>
<td>7.75</td>
</tr>
</tbody>
</table>

BOIL0549-002 01/01/2013

### BOILERMAKER

(1) Marin & Solano Counties.$ 42.06 33.43
<table>
<thead>
<tr>
<th>(2) Remaining Counties</th>
<th>$ 38.37 31.32</th>
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<tbody>
<tr>
<td><strong>BRCA0003-001 08/01/2013</strong></td>
<td></td>
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<tr>
<td>Rates  Fringes</td>
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</tr>
<tr>
<td>MARBLE FINISHER</td>
<td>$ 28.05 14.01</td>
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<tr>
<td><strong>BRCA0003-004 05/01/2015</strong></td>
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<td>AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES</td>
<td></td>
</tr>
<tr>
<td>AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES</td>
<td></td>
</tr>
<tr>
<td>Rates  Fringes</td>
<td></td>
</tr>
<tr>
<td><strong>BRICKLAYER</strong></td>
<td></td>
</tr>
<tr>
<td>AREA 1</td>
<td>$ 37.31 19.73</td>
</tr>
<tr>
<td>AREA 2</td>
<td>$ 39.99 24.75</td>
</tr>
<tr>
<td><strong>SPECIALTY PAY:</strong></td>
<td></td>
</tr>
<tr>
<td>(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.</td>
<td></td>
</tr>
<tr>
<td>(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.</td>
<td></td>
</tr>
<tr>
<td>(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.</td>
<td></td>
</tr>
<tr>
<td><strong>BRCA0003-008 07/01/2015</strong></td>
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</tr>
<tr>
<td>Rates  Fringes</td>
<td></td>
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<tr>
<td>TERRAZZO FINISHER</td>
<td>$ 33.78 15.73</td>
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<tr>
<td>TERRAZZO WORKER/SETTER</td>
<td>$ 41.01 25.53</td>
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<tr>
<td><strong>BRCA0003-010 04/01/2015</strong></td>
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</tr>
<tr>
<td>Rates  Fringes</td>
<td></td>
</tr>
<tr>
<td>TILE FINISHER</td>
<td></td>
</tr>
<tr>
<td>Area 1</td>
<td>$ 23.32 10.43</td>
</tr>
<tr>
<td>Area 2</td>
<td>$ 23.31 12.90</td>
</tr>
<tr>
<td>Area 3</td>
<td>$ 23.49 12.77</td>
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</table>
Area 4 $22.99 12.25
Tile Layer
Area 1 $39.42 12.42
Area 2 $37.31 14.19
Area 3 $41.87 14.24
Area 4 $38.74 14.19

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 07/01/2016
Rates Fringes

Diver
Assistant Tender, ROV
Tender/Technician $43.65 31.40
Diver standby $48.61 31.40
Diver Tender $47.82 31.40
Diver wet $93.17 31.40
Manifold Operator (mixed gas) $52.82 31.40
Manifold Operator (Standby) $47.82 31.40

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

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

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

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

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CARP0034-003 07/01/2014

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piledriver                      $40.60</td>
<td>30.73</td>
</tr>
</tbody>
</table>

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CARP0035-001 07/01/2016

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Drywall Installers/Lathers:</td>
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<tr>
<td>Area 1..........................$42.40</td>
<td>28.64</td>
</tr>
<tr>
<td>Area 3..........................$37.02</td>
<td>28.64</td>
</tr>
<tr>
<td>Area 4..........................$35.67</td>
<td>28.64</td>
</tr>
<tr>
<td>Drywall Stocker/Scrapper</td>
<td></td>
</tr>
<tr>
<td>Area 1..........................$21.20</td>
<td>16.57</td>
</tr>
<tr>
<td>Area 3..........................$18.51</td>
<td>16.57</td>
</tr>
<tr>
<td>Area 4..........................$17.84</td>
<td>16.57</td>
</tr>
</tbody>
</table>

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CARP0035-009 07/01/2015

Marin County

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARPENTER</td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway</td>
<td></td>
</tr>
</tbody>
</table>
Carpenter $ 42.40  25.98  
Hardwood Floorlayer,  
Shingler, Power Saw  
Operator, Steel Scaffold &  
Steel Shoring Erector, Saw  
Filer $ 42.55  25.98  
Journeyman Carpenter $ 42.40  25.98  
Millwright $ 42.50  27.38

Carp0035-010 07/01/2016

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modular Furniture Installer</td>
<td></td>
</tr>
<tr>
<td>Area 1</td>
<td></td>
</tr>
<tr>
<td>Installer I $ 24.91  19.62</td>
<td></td>
</tr>
<tr>
<td>Installer II $ 21.48  19.63</td>
<td></td>
</tr>
<tr>
<td>Lead Installer $ 28.36  20.13</td>
<td></td>
</tr>
<tr>
<td>Master Installer $ 32.58  19.63</td>
<td></td>
</tr>
<tr>
<td>Area 2</td>
<td></td>
</tr>
<tr>
<td>Installer I $ 22.26  19.63</td>
<td></td>
</tr>
<tr>
<td>Installer II $ 19.31  19.63</td>
<td></td>
</tr>
<tr>
<td>Lead Installer $ 25.23  20.13</td>
<td></td>
</tr>
<tr>
<td>Master Installer $ 28.86  20.13</td>
<td></td>
</tr>
<tr>
<td>Area 3</td>
<td></td>
</tr>
<tr>
<td>Installer I $ 21.31  19.63</td>
<td></td>
</tr>
<tr>
<td>Installer II $ 18.54  19.63</td>
<td></td>
</tr>
<tr>
<td>Lead Installer $ 24.11  20.13</td>
<td></td>
</tr>
<tr>
<td>Master Installer $ 31.13  20.13</td>
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</tbody>
</table>

Carp0046-001 07/01/2016

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenters</td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway</td>
<td></td>
</tr>
<tr>
<td>Carpenter $ 44.40  28.20</td>
<td></td>
</tr>
</tbody>
</table>
| Hardwood Floorlayer,  
Shingler, Power Saw  
Operator, Steel Scaffold &  

Page 22 of 389
Steel Shoring Erector, Saw
Filer..........................$ 38.67  28.20
Journeyman Carpenter.......$ 38.52  28.20
Millwright...................$ 41.02  29.79

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

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CARP0046-002 07/01/2016

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenters</td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$ 44.40</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td></td>
</tr>
<tr>
<td>Filer</td>
<td>$ 37.32</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$ 37.17</td>
</tr>
<tr>
<td>Millwright</td>
<td>$ 39.67</td>
</tr>
</tbody>
</table>

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CARP0152-003 07/01/2016

Amador County

<table>
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<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Carpenters</td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$ 44.40</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td></td>
</tr>
<tr>
<td>Filer</td>
<td>$ 37.32</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$ 37.17</td>
</tr>
<tr>
<td>Millwright</td>
<td>$ 39.67</td>
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-------------------------------------------------------------
CARP0180-001 07/01/2016

Solano County
<table>
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<tr>
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<tbody>
<tr>
<td><strong>Carpenters</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$44.40</td>
<td>28.20</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$44.55</td>
<td>28.20</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$44.40</td>
<td>28.20</td>
</tr>
<tr>
<td>Millwright</td>
<td>$44.50</td>
<td>29.79</td>
</tr>
</tbody>
</table>

CARP0751-001 07/01/2016

**Napa and Sonoma Counties**

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td><strong>Carpenters</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$44.40</td>
<td>28.20</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$44.55</td>
<td>28.20</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$44.40</td>
<td>28.20</td>
</tr>
<tr>
<td>Millwright</td>
<td>$44.50</td>
<td>29.79</td>
</tr>
</tbody>
</table>

CARP1599-001 07/01/2016

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

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Carpenters</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$44.40</td>
<td>28.20</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$37.32</td>
<td>28.20</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$37.17</td>
<td>28.20</td>
</tr>
<tr>
<td>Millwright</td>
<td>$39.67</td>
<td>29.79</td>
</tr>
</tbody>
</table>

ELEC0180-001 06/01/2016
NAPA AND SOLANO COUNTIES

Rates Fringes

CABLE SPLICER ................. $ 50.97  3%+20.13
ELECTRICIAN .................. $ 46.31  22.52

ELEC0180-003 12/01/2015

NAPA AND SOLANO COUNTIES

Rates Fringes

Sound & Communications
Installer .................. $ 33.32  16.29
Technician .................. $ 34.32  17.33

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,
Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work
when installed in raceways (including wire and cable
pulling) and when performed on new or major remodel
building projects or jobs],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS
SYSTEMS that transmit or receive information and/or control
systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which
include control function or power supply; excludes
installation of raceway systems, line voltage work,
industrial work, life-safety systems (all buildings having
floors located more than 75' above the lowest floor level
having building access); excludes energy management
systems.

ELEC0340-002 12/01/2015

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  14.80
Sound & Communications
Technician .................. $ 32.03  14.92
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.

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN</td>
<td></td>
</tr>
<tr>
<td>Remaining area</td>
<td>$39.06</td>
</tr>
<tr>
<td>Sierra Army Depot, Herlong</td>
<td>$48.83</td>
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<tr>
<td>Tunnel work</td>
<td>$41.01</td>
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CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

<table>
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<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>ELECTRICIAN</td>
<td></td>
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<tr>
<td></td>
<td>$38.50</td>
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<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$47.40</td>
</tr>
</tbody>
</table>
Sound & Communications
Installer..................$ 34.32  17.33
Technician..................$ 39.08  17.21

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 01/01/2016

DEL NORTE, MODOC and SISKIYOU COUNTIES

Rates     Fringes

ELECTRICIAN..................$ 30.44  16.40

-------------------------------------------------------------------------------
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) Powdernmen,
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
(opiates 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,
and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2015

Rates Fringes

ELEVATOR MECHANIC..........$60.39 28.38

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

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ENGI0003-008 07/01/2013

Rates Fringes

Dredging: (DREDGING:
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)

AREA 1:
(1) Leverman..............$40.53 27.81
(2) Dredge Dozer; Heavy
duty repairman............$35.57 27.81
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch Operator..................$ 34.45 27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..$ 31.15 27.81
AREA 2:
(1) Leverman..............$ 42.53 27.81
(2) Dredge Dozer; Heavy duty repairman.............$ 37.57 27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate;
Dredge Tender; Winch Operator..................$ 36.45 27.81
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 33.15 27.81

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity
     Counties
Area 2: Remainder
TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

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

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ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>

OPERATOR: Power Equipment

(AREA 1:)

GROUP 1
- $39.85  27.44
- $38.32  27.44
- $36.84  27.44
- $35.46  27.44
- $34.19  27.44
- $32.87  27.44
- $31.73  27.44
- $30.59  27.44
- $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 Oilier....... $33.84  27.44
GROUP 3
Lifting devices........... $37.57  27.44
Oiler................... $31.32  27.44
Truck Crane Oilier....... $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 Oilier....... $34.38  27.44
GROUP 2
Cranes.................. $39.93  27.44
Oiler................... $31.88  27.44
Truck Crane Oilier....... $34.16  27.44
GROUP 3
Cranes.................. $38.45  27.44
Hydraulic.............. $32.67  27.44
Oiler................... $31.66  27.44
Truck Crane Oilier....... $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.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

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

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burn, 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); Scree (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); Scree (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal
full slab vibrator; Material hoist (1 drum); Mechanical

trench shield; Pavement breaker with or without compressor

combination; Pipe cleaning machine (tractor propelled and

supported); Post driver; Roller (except asphalt); Chip

Seal; Self-propelled automatically applied concrete curing

machine (on streets, highways, airports and canals);

Self-propelled compactor (without dozer); Signalperson;

Slip-form pumps (lifting device for concrete forms); Tie

splicer; Tower mobile; Trenching machine, maximum digging

capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpening; Boiler tender; Box operator;

Brakeperson; Combination mixer and compressor

(shotcrete/gunite); Compressor operator; Deckhand; Fire

tender; Forklift (under 20 ft.); Generator;

Gnite/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

evacuator under 25 H.P. (backhoe-trencher); Tub grinder

wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over

100 tons; Derrick, over 100 tons; Derrick barge

pedestal-mounted, over 100 tons; Self-propelled boom-type

lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and

including 7 cu. yds.; Crane, over 45 tons up to and

including 100 tons; Derrick barge, 100 tons and under;

Self-propelled boom-type lifting device, over 45 tons;

Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu.

yd.; Cranes 45 tons and under; Self-propelled boom-type

lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck,
non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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PILEDRIVERS

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

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat
TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

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

AREA DESCRIPTIONS:

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

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

AREA 2 - MODOC COUNTY

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

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

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

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

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

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

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

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

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

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

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

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

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

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

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

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

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

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

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

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

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: 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 Northeaster border with Shasta County
Area 2: Remainder

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

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

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ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

Rates Fringes
OPERATOR: Power Equipment
(LANDSCAPE WORK ONLY)

GROUP 1
AREA 1........................$ 29.64  25.71
AREA 2........................$ 31.64  25.71

GROUP 2
AREA 1........................$ 26.04  25.71
AREA 2........................$ 28.04  25.71

GROUP 3
AREA 1........................$ 21.43  25.71
AREA 2........................$ 23.43  25.71

GROUP DESCRIPTIONS:

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

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

GROUP 3: Landscape 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

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

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

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

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

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

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

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

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

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

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

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

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

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

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

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

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

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

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

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

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

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

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

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IRON0377-002 07/01/2016
Rates Fringes

Ironworkers:
Fence Erector .................. $ 28.33 20.64  
Ornamental, Reinforcing and Structural ................ $ 34.75 29.20  

PREMIUM PAY:  

$6.00 additional per hour at the following locations:  

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, 

$4.00 additional per hour at the following locations:  

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

$2.00 additional per hour at the following locations:  

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

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LAB00067-002 06/27/2016  

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  

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Asbestos Removal Laborer</td>
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<td>Areas A &amp; B .......... $ 20.66</td>
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<td>LABORER (Lead Removal)</td>
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<td>Area A .......... $ 30.00</td>
<td>21.34</td>
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<tr>
<td>Area B .......... $ 29.00</td>
<td>21.34</td>
</tr>
</tbody>
</table>

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of
asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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LABO0067-006 06/30/2014

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

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

Rates Fringes

Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA A:)
Construction Specialist
Group..................$ 29.09 18.66
GROUP 1.................$ 28.39 18.66
GROUP 1-a...............$ 28.61 18.66
GROUP 1-c...............$ 28.44 18.66
GROUP 1-e...............$ 28.94 18.66
GROUP 1-f...............$ 28.97 18.66
GROUP 1-g (Contra Costa County)...............$ 28.59 18.66
GROUP 2..................$ 28.24 18.66
GROUP 3..................$ 28.14 18.66
GROUP 4..................$ 21.83 18.66
See groups 1-b and 1-d under laborer classifications.
Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA B:)
Construction Specialist
Group..................$ 28.09 18.66
GROUP 1...............$ 27.39 18.66
GROUP 1-a.............$ 27.61 18.66
GROUP 1-c.............$ 27.44 18.66
GROUP 1-e.............$ 27.94 18.66
GROUP 1-f.............$ 27.97 18.66
GROUP 2...............$ 27.24 18.66
GROUP 3...............$ 27.14 18.66
GROUP 4...............$ 20.83 18.66
See groups 1-b and 1-d under laborer classifications.
Laborers: (GUNITE - AREA A:)
GROUP 1........................$29.35  18.66
GROUP 2........................$28.85  18.66
GROUP 3........................$28.26  18.66
GROUP 4........................$28.14  18.66

Laborers: (GUNITE - AREA B:)
GROUP 1........................$28.35  18.66
GROUP 2........................$27.85  18.66
GROUP 3........................$27.26  18.66
GROUP 4........................$27.14  18.66

Laborers: (WRECKING - AREA A:)
GROUP 1........................$28.39  18.66
GROUP 2........................$28.24  18.66

Laborers: (WRECKING - AREA B:)
GROUP 1........................$27.39  18.66
GROUP 2........................$27.24  18.66

Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE)
LABORERS - AREA A:)
(1) New Construction.......$28.14  18.66
(2) Establishment Warranty
    Period.......................$21.83  18.66

Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE)
LABORERS - AREA B:)
(1) New Construction.......$27.14  18.66
(2) Establishment Warranty
    Period.......................$20.83  18.66

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

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 stonopaver 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;
Vibrascreeper, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

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

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

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

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

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

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

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

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LABO0185-002 06/30/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSES, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIUOY, 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.

LAB00261-004 06/30/2014

MARIN COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Tunnel and Shaft Laborers:</td>
<td></td>
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<tr>
<td>GROUP 1...............$34.60  19.49</td>
<td></td>
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<tr>
<td>GROUP 2...............$34.37  19.49</td>
<td></td>
</tr>
<tr>
<td>GROUP 3...............$34.12  19.49</td>
<td></td>
</tr>
<tr>
<td>GROUP 4...............$33.67  19.49</td>
<td></td>
</tr>
<tr>
<td>GROUP 5...............$33.13  19.49</td>
<td></td>
</tr>
<tr>
<td>Shotcrete Specialist...$35.12  19.49</td>
<td></td>
</tr>
</tbody>
</table>

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

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LAB00324-010 06/30/2014

NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

LABORER (Brick)
   Mason Tender-Brick........ $31.36  17.34

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LAB01414-005 08/03/2016

Rates Fringes

Plasterer tender........... $34.15  19.28

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

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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 hour additional

PAIN0016-005 07/01/2016

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........$ 39.66   22.61

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

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>SOFT FLOOR LAYER..............$ 46.20</td>
<td>18.73</td>
</tr>
</tbody>
</table>

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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)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GLAZIER........................$ 43.48</td>
<td>24.19</td>
</tr>
</tbody>
</table>

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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)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painters:</td>
<td></td>
</tr>
<tr>
<td>Brush and Roller..............$ 23.16</td>
<td>10.38</td>
</tr>
<tr>
<td>Spray Painter &amp; Paperhanger:$ 24.01</td>
<td>10.38</td>
</tr>
</tbody>
</table>

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

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PAIN0567-007 07/01/2015

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)
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


Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.
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, Tehama, 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 07/01/2016
CEMENT MASON/CONCRETE FINISHER...$ 32.15 23.21

PLUM0038-002 07/01/2016

MARIN AND SONOMA COUNTIES

Rates Fringes

PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE..............$ 57.80 43.21
(2) All other work - NEW CONSTRUCTION RATE..............$ 68.00 45.09

PLUM0038-006 07/01/2016

MARIN & SONOMA COUNTIES

Rates Fringes

Landscape/Irrigation Fitter (Underground/Utility Fitter).....$ 57.80 33.46

PLUM0228-001 07/01/2016

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

Rates Fringes

PLUMBER..........................$ 38.25 28.14

PLUM0343-001 07/01/2016

NAPA AND SOLANO COUNTIES
Rates  Fringes

PLUMBER/PIPEFITTER
Light Commercial.........$ 30.85  20.40
All Other Work.........$ 49.50  32.16

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

FOOTNOTES: While fitting galvanized material: $.75 per hour
additional. Work from trusses, temporary staging,
inguarded 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 07/01/2015

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.........$ 28.60  10.05

PLUM0442-003 07/01/2016
AMADOR (South of San Joaquin River) and ALPINE COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>PLUMBER</td>
<td>$39.50 27.64</td>
</tr>
</tbody>
</table>

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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

<table>
<thead>
<tr>
<th>Rates</th>
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<tbody>
<tr>
<td>PLUMBER/PIPEFITTER</td>
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MARIN, NAPA, SOLANO AND SONOMA COUNTIES

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

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MARIN, NAPA, SOLANO AND SONOMA COUNTIES

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<td>SPRINKLER FITTER (Fire Sprinklers)</td>
<td>$59.12 28.33</td>
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ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
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SHEE0104-006 06/27/2016

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SHEE0104-010 07/01/2016

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SHEE0104-014 07/01/2016
MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

Rates  Fringes

SHEET METAL WORKER (Metal
Decking and Siding only)........$ 35.64  31.49

-----------------------------------------------------------------------
SHEE0104-019 07/01/2016

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

Rates  Fringes

SHEET METAL WORKER
Mechanical Jobs $200,000 &
under......................$ 30.61  30.25
Mechanical Jobs over
$200,000....................$ 40.66  32.13

-----------------------------------------------------------------------
* TEAM0094-001 07/01/2016

Rates  Fringes

Truck drivers:
GROUP 1...................$ 29.63  26.66
GROUP 2...................$ 29.93  26.66
GROUP 3...................$ 30.23  26.66
GROUP 4...................$ 30.58  26.66
GROUP 5...................$ 30.93  26.66

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, Tourmorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

----------------------------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is 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:
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 Notices

Bidders are advised that, as required by federal law, the City of Sacramento is implementing new Disadvantaged Business Enterprise (DBE) requirements (7%). 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.

- Substitutions: Substitutions for "or equal" products designated as such on the plans or in these Special Provisions must be submitted for review and approval by the City a minimum of 2 weeks prior to bid opening. Otherwise, the approved equal will not be allowed.
PRE-BID MEETING

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

The conference will be held at:

New Sacramento City Hall
915 I Street, Second Floor
Conference Room 2105
Sacramento, CA 95814

For information regarding the DBE Program, contact Jose Ledesma at jledesma@cityofsacramento.org

The % for this project is 7%
CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS  
FEDERAL AID PROJECT NO.: HSIPL 5002(170)  
CITY CONTRACT NO.: T15145100

NOTICE TO BIDDERS

Sealed proposals and bids for the work entitled:

HSIP HYBRID PEDESTRIAN SIGNALS PROJECT (T15145100)

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., Wednesday, November 16, 2016, 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: The project includes the installation of a new right turn lane and upgrades to existing traffic signal equipment. The work to be performed under these Special Provisions includes furnishing and installation all necessary equipment and material for the HSIP HYBRID PEDESTRIAN SIGNALS PROJECT (T15145100).

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. All electrical work shall be done by a C-10 Licensed Contractor.

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**


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**

**HSIP HYBRID PEDESTRIAN SIGNALS PROJECT (T15145100)**

Technical questions should be directed to the Department of Public Works – Engineering Services Division, to the attention of the Project Manager, Kaleb Haile, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-7020, FAX (916) 808-7903 or khaile@cityofsacramento.org.

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

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

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations’ Internet website at [http://www.dir.ca.gov](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).
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

HSIP HYBRID PEDESTRIAN SIGNALS PROJECT (T15145100)

Federal Aid Project No.: HSIPL 5002 (170)
City Project No.: T15145100

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

Civil:

[Signature]
Philip Vulliet, Registered Civil Engineer

Electrical:

[Signature]
Kaleb Haile, Registered Electrical Engineer
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(PN: T15145100)

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SPECIAL PROVISIONS
FOR
HSIP HYBRID PEDESTRIAN SIGNALS PROJECT

FEDERAL AID PROJECT NO: HSIPL 5002(170)
(PN: T15145100)

SECTION NO. 1 - SPECIFICATIONS AND PLANS

The contract shall be administered in accordance with Sections 1 through 8 of the City Standard Specifications for Public Construction, City of Sacramento, dated June 2007. The work to be performed under this contract shall be in accordance with the Special Provisions contained herein. The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the City Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications for the items of work referenced.

In case of conflict in the technical provisions or requirements, the following order of precedence shall govern:

A. Special Provisions
B. Plans
C. City Standard Specifications
D. Other referenced specifications
E. State Standard Plans

Definitions of Terms

Whenever in the City Standard Specification, State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract or other contract documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

DEFINITIONS AND TERMS

As used herein, unless the context otherwise requires, the following terms have the following meaning:

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

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

Engineer: The Director of Public Works of the City of Sacramento, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

State or State of California: The City of Sacramento.

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

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


Attorney General: City Attorney, City of Sacramento

Required Meetings: Means that all bidders are encouraged to attend required meetings, however bidders who do not attend shall be responsible for all information disseminated.
SECTION NO. 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of these Contract Specifications for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

Each proposal shall have listed therein the portion of the work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

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

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

2.2 FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

2.3 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Under Title 49 CFR 26.13(b):

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

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

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

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

All DBE participation will count toward the California Department of Transportation’s federally mandated statewide overall DBE goal.

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
• 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
• Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

**DBE Commitment Submittal**

Submit the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

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

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

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

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

**Good Faith Efforts Submittal**

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

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.
Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

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

**Exhibit 15-G – Local Agency Bidder DBE Information (Construction Contracts)**
Complete and sign Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) included in the contract documents regardless of whether DBE participation is reported.

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

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

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business

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

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

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

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

Performance of Disadvantaged Business Enterprises

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

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.
The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

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

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

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

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

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

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form unless it is performed or supplied by the listed DBE or an authorized substitute.
SECTION NO. 3 - AWARD AND EXECUTION OF CONTRACT

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

Bid protests are to be delivered to the following address: City of Sacramento, City Clerk’s Office, New City Hall, 915 I St, 1st floor, Sacramento, CA 95814.

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

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City. The executed contract documents shall be delivered to the following address: Jose Ledesma, City of Sacramento, Department of Public Works, 915 I Street, Room 2000 Sacramento, CA 95814.

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

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

3.4 CONTRACT AWARD
If the Agency awards the contract, the award is made to the lowest responsive and responsible bidder.

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

3.6 Differing Site Conditions (23 CFR 635.109)
Contractor's Notification

Promptly notify the Agency's Engineer if you find either of the following conditions:
1. Physical conditions differing materially from either of the following:
   - Contract documents
   - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

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

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

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

Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:
   1. Notifies you whether to resume affected work
   2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

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

The Contractor shall begin work within 1 day after receiving a Notice to Proceed from the City of Sacramento.

The Contractor shall diligently prosecute the work to completion before the expiration of ONE HUNDRED TWENTY (120) WORKING DAYS beginning on the day designated in the Notice to Proceed.

Should said work not be completed to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento a sum of One Thousand Two Hundred ($1,200.00) as liquidated damages for each calendar delay after the expiration of such period until acceptance of the said work by the City and its delivery to the City.

SECTION NO. 5 - GENERAL

5.1 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.
NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A (4), "Labor Nondiscrimination," of the State Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

5.2 PREVAILING WAGE

Attention is directed to Section 7-1.01A (2), "Prevailing Wage," of the State Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Sacramento. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Payment of prevailing wage must be documented through submission of certified payroll records for the prime contractor and lower tier subcontractors.

Electronic Web submittal of Labor Compliance Reports began effective May 1, 2007.

Each contractor and every lower-tier subcontractor is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

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

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

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

5.3 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the State Standard Specifications and these special provisions.
The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

A. **Excavations.** – The near edge of the excavation is 12 feet or less from the edge of the lane, except:

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

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

C. **Storage Areas.** – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

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

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the State Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2006 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 12 feet without written approval from the Engineer.
When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

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

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

5.4 BUY AMERICA REQUIREMENTS

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

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

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

5.5 QUALITY ASSURANCE

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

The Contractor may examine the records and reports of tests that Agency performs if they are available at the job site.

The Contractor shall schedule his/her work to allow time for QAP.
5.6 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the State Standard Specifications.

5.7 SUBCONTRACTOR AND DBE RECORDS

Use each DBE subcontractor as listed on the List of Subcontractors form and the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, forms unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

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

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

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.
Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form. Submit it within 90 days of contract acceptance. The Agency withholds $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

5.8 SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor’s work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Sacramento may exercise the remedies provided under Pub Cont Code § 4110. The City of Sacramento may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor’s own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor’s license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations’ Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

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

5.9 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the
penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

5.10 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

5.11 PARTNERING

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

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

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

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

Attention is directed to Section 8, “Measurement and Payment” of the City Standard Specifications and these special provisions.

After acceptance of the contract pursuant to the provisions in Section 8 of the City Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes herein above listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

Delete sections 9-1.02B, 9-1.02D, 9-1.04 through 9-1.15, 9-1.16A, 9-1.16B, and 9-1.16D through 9-1.22 of the State Standard Specifications.

Only the following apply from Section 9:

9-1.02C Final Pay Item Quantities
The Department shows a bid item quantity as a final pay item for payment purposes only. For a final pay item, accept payment based on the Bid Item List quantity, regardless of actual quantity used unless dimensions are changed by the Engineer.

9-1.03 PAYMENT SCOPE
The Department pays you for furnishing the resources and activities required to complete the work. The Department's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. PLACs and taxes

The Department does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for all work involved in each bid item specified by the description and measurement unit shown on the Bid Item List
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment

Full compensation for work specified in divisions I, II, and X is included in the payment for the bid items unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work
Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for work in sections referenced by the section set forth by that bid item.

If an alternative is described in the Contract, the Department pays based on the bid items for the details and specifications not described as an alternative unless the bid item is described as an alternative, in which case, the Department pays based on the details and specifications for that alternative.

The Department pays for change order work based on one or a combination of the following:

1. Bid item prices
2. Force account
3. Agreed price
4. Specialist billing

If the Engineer chooses to pay for change order work based on an agreed price, but you and the Engineer cannot agree on price, the Department pays by force account.

If a portion of extra work is covered by bid items, the Department pays for this work as changed quantities in those items. The Department pays for the remaining portion of the extra work by force account or agreed price.

The Department pays 10 percent annual interest for unpaid and undisputed:

1. Progress Payments
2. After-acceptance payment except for claims

For these payments, interest starts to accrue 30 days after the 1st working day following the 20th day of the month payment is due. For a change order bill not submitted within 7 days after performing the work, interest starts to accrue 60 days after the 1st working day following the 20th day of the month payment is due.

The Department pays 6 percent annual interest for unpaid and undisputed claims. Interest starts to accrue 61 days after the Department accepts a claim settlement.

The Department pays 6 percent annual interest for awards in arbitration (Civ Code § 3289.)

If the amount of a deduction or withhold exceeds final payment, the Department invoices you for the difference, to be paid upon receipt.

Pay your subcontractors within 10 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5.
9-1.16C MATERIALS ON HAND
A material on hand but not incorporated into the work is eligible for progress payment if:

1. Listed in a special provision as eligible and is in compliance with other Contract parts
2. Purchased
3. An invoice is submitted
4. Stored within the State and you submit evidence that the stored material is subject to
   the Department’s control
5. Requested on the Department furnished form

5.13 TRAINING
For the Federal training program, the number of trainees or apprentices is 1, per Caltrans LAPM
Chapter 12 Page 12-20, Construction Cost between $400,000 - $700,000.

SECTION NO. 6 - (BLANK)
SECTION NO. 7 - WORKER’S COMPENSATION AND INSURANCE

7.1 WORKER’S COMPENSATION
Full Worker’s Compensation Insurance and Employer’s Liability policy or provide evidence of
ability to undertake self-insurance. Limits of coverage shall be at least $1,000,000 for any one
person. In the event Contractor is self-insured, he shall furnish a Certificate of Permission to
Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

7.2 COMPREHENSIVE AUTO AND GENERAL LIABILITY INSURANCE
Contractor must provide sufficient broad coverage to include:

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

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

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

Some of the construction work will be in close proximity to the existing Union Pacific railroad tracks. The contractor is responsible to obtain any separate insurance coverage for claims and damages that may affect the existing railroad tracks. The minimum amount of insurance required by the railroad company is $6 million dollars and it is the responsibility of the contractor to verify that this is the correct amount. The contractor shall contact Peggy J. Ygbuhay, Union Pacific Railroad representative, at (916) 789-5152 to verify the specific requirements when working within the vicinity of the Union Pacific railroad tracks.

7.4 WORKER'S COMPENSATION CERTIFICATE

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

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

7.5 FAILURE TO MAINTAIN INSURANCE

If at any time during the performance of this Contract the Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and City will withhold all Contract payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the Division of Risk Management of the City of Sacramento.

Any failure to maintain any item of the required insurance will be sufficient cause for termination of the Contract.

SECTION NO. 8 - MATERIALS (BLANK)
SECTION NO. 9 - GENERAL REQUIREMENTS

9.1 SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions includes furnishing and installation of all necessary equipment and material for the HSIP HYBRID PEDESTRIAN SIGNALS PROJECT (T15145100). The Hybrid Pedestrian Signals (Beacons) shall be installed at the following locations as called out in these Special Provisions and as shown on the Plans:

Marysville Blvd and Roanoke Avenue, El Camino Avenue and Empress Street, Arden Way and Empress Street, Del Paso Blvd. and Plaza Ave, Broadway and 1st Ave, Broadway and Santa Cruz Way, Broadway and 39th Street, Broadway and 43rd Street, and Franklin Blvd and Atlas Ave.

9.2 SPECIFICATIONS

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

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

9.3 ORDER OF WORK

Upon City issuing the notice to proceed (NTP) with the construction the Contractor is expected to perform the following tasks:

- Order Long lead Items such as signal poles, controller cabinet and controllers
- USA Markings
- Attend a City facility preconstruction meeting
- Submit construction schedule for City approval
- Provided material submittals for City approval
- Provide Traffic Control Plan

The first order of construction shall be the installation of the SMUD Service cabinets.

Before, during and following any work and prior to commencement of the traffic signal functional test at any location, all items of work related to signal control shall be completed and
all roadside signs, pavement delineation, and pavement markings shall be in place at that location.

Full compensation for this item shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

9.4 COMPLETION TIME

The time limit for the completion of all items of work is ONE HUNDRED TWENTY (120) working days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall pay a sum in the amount of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of ONE HUNDRED TWENTY (120) working days.

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week and the number of working days charged to date. The Contractor will be allowed fifteen (15) calendar days in which to file a written protest setting forth in what respect the Contractor disagrees with the working day statement, otherwise the working day statement of the Engineer shall be deemed to have been accepted by the Contractor as correct.

9.5 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information regarding this procedure or other similar information, shall be directed to Kaleb Halle of the Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-7020, FAX (916) 808-7903 or khaile@cityofsacramento.org.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Engineer immediately but at least two (2) weeks prior to the bid opening date.

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

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

To enter facility:
North on 30th Street
West on E Street
North on 28th Street

To exit facility:

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

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

9.7 CERTIFICATE OF COMPLIANCE

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

9.8 FINAL AND PARTIAL PAY QUANTITY

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

9.9 EQUIPMENT TO BE SUPPLIED

All equipment, material and supplies called for in the specifications shall be new and currently manufactured items, unless otherwise specified. All equipment shall be complete and in operation to the satisfaction of the Engineer at the time of acceptance of the work.

All incidental parts which are not shown on the Plans or specified herein and which are necessary to complete the project shall be furnished and installed as though such parts were shown on the Plans or specified herein.

All equipment, materials, and supplies to be considered as an approved equal must be submitted to the City for approval no less than seven (7) calendar days prior to the bid opening date. If the Engineer finds said equipment, materials, and supplies to be acceptable, an addendum will be issued notifying all bidders no less than two calendar days prior to the bid opening date.

Contractor shall order the long lead items such as traffic signal poles and controller cabinet and controllers, and submit proof of the order and the delivery date in writing to the City, within ten (10) calendar days of the date of contract award by the City Council. The City
may delay issuance of the Notice to Proceed (NTP), based upon the anticipated delivery date of the equipment.

9.10 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have not been made in these Special Provisions, the Contractor shall stop work on that item, contact the Engineer and schedule his operations to work elsewhere on the site if possible. The City will be responsible for handling and removal of hazardous material or may request that the Contractor be available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a subcontractor who possesses a California license for hazardous substance removal and remedial actions.

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

1. All work is to be completed in accordance with the following regulations and requirements:
   b. Chapter 6.5, Division 20, California Health and Safety Code.

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

3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. NO payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

None of the aforementioned provisions shall be construed to relieve the Contractor from the Contractor's responsibility for the health and safety of all persons (including employees) and from the protection of property during the performance of the work. This requirement shall be applied continuously and not be limited to normal working hours.
9.11 COORDINATION

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

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

   - **City Traffic Signal and Street Lighting Maintenance Shop**
     Contractor shall notify Steve Krecek, via the Resident Engineer, a minimum of five (5) working days before any electrical work begins at 808-6635.

   - **City Fire Alarm**
     Contractor shall notify Doug Crawford, at 798-0673 or 277-6133, a minimum of five (5) working days prior to beginning work at each location.

   - **Underground Service Alert**
     Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.

   - **Sacramento Municipal Utility District (SMUD)**
     Contractor shall contact Michelle Zuniga, SMUD, at (916) 732-5726, at least 2 months before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured.

   - **Pacific Bell**
     Contractor shall contact Astrid Willard at (916) 453-6136 forty-eight hours (48) before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by Pacific Bell, or before any overhead line heights need to be measured.

   - **Pacific Gas and Electric (PG&E)**
     Contractor shall contact Dawn Plise at (916) 923-7062, and PG&E Standby at (916) 386-5153 at least 7 calendar days before start of construction.

2. A minimum of seven (7) calendar days prior to commencing work, the Contractor shall notify City Public Media and Communications Specialist, Linda Tucker (808-7523). The notice must answer the questions who, what, when, where and include the Project Manager's name.

The Contractor shall be responsible for any garden refuse piles, which are inadvertently placed in the street between the time of City pickup and the Contractor's work. The cost for removing garden refuse piles shall be included in the unit prices bid for the various items of the proposal.

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

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

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

9.13 PROTECTION OF EXISTING IMPROVEMENTS

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

The Contractor's attention is directed to the provisions of Chapter 3.1 "PROTECTION OF PUBLIC UTILITIES IN PUBLIC CONTRACTS" of the California Government Code concerning protecting existing overhead and underground utilities. In particular, Section 4216 and Section 4217.

Existing improvements, utilities and adjacent property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, grass, fences, mail boxes, walls and other improvements including existing pavements, sidewalks, street improvements, sprinkler systems and underground utilities and other improvements not to be removed under this contract shall be protected from damage by the Contractor throughout the construction period.

All painted or other disfiguring markings on the pavement, sidewalk or gutters shall be removed by the Contractor before acceptance of the work.

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

The Contractor is responsible for the protection of and for damage to existing overhead and underground utility lines and services encountered during the course of construction. The Contractor shall notify the respective utility owner prior to any interruption of service.

The Contractor is expected to "pothole" existing underground utilities a minimum of five (5) working days in advance at any location where an existing utility may be in conflict with the proposed work.
The cost of relocating existing overhead or underground utilities not specified on Plans to be relocated, but which the Contractor elects to relocate or cut and reconnect for his/her own convenience, shall be borne by the Contractor.

Preconstruction photographs must be taken prior to construction and turned into the Engineer before construction begins.

No compensation will be paid to the Contractor for the maintenance and protection of existing utilities and facilities. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

9.14 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE

The contractor’s attention is directed to Sections 6 and 7 of the Standard Specifications.

The contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles affected by the construction work. The traffic control plan shall be created by a licensed construction zone traffic control contractor. For emergency purposes, the responsible person in charge of the work must be reachable by phone 24 hours a day during the progress of the work. A 24-hour phone number shall be indicated on the permit application.

The contractor shall adhere to guidelines as stated in Section 12.20.030 of Title 12 of the Sacramento City Code pertaining to Traffic Control Plan – Requirements, and shall conform to the current edition of the California MUTCD and State Standard Plans. Particular attention is directed to MUTCD Chapter 6D – Pedestrian and Worker Safety and Chapter 6F – Temporary Traffic Control Zone Devices, Section 6F.68 – Detectable Edging for Pedestrians.

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

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

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

The plans shall be developed with the following requirements:

1. Working hours shall be between 8:30 AM and 4:00 PM Monday through Friday, unless otherwise approved by the Engineer.

2. All lanes of traffic, in each direction, must be open to traffic from 7:00 A.M. to 8:30 A.M. and from 4:00 P.M. to 6:00 P.M. and during periods when work is not in progress,
unless otherwise specified by the Engineer. Work hours within Caltrans Right of Way will be determined once Traffic Control Plans found acceptable.

3. Lane closures will be approved WEATHER PERMITTING. No lane closures or traffic controls are allowed during inclement conditions such as rain, snow, sleet, fog, ice or low visibility created by weather, fire, smoke, or man.

4. A maximum of one (1) lane shall be closed to traffic in any direction when work is in progress. Flaggers shall be provided.

5. The Contractor shall submit a Traffic Control Plan to the Engineer in accordance with Section 6 of the Standard Specifications.

6. All lanes shall be open during weekends, holidays, and when work is not in progress.

7. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.

8. The Contractor shall maintain existing electrical facilities and traffic and public safety in accordance with Section 34 of the Standard Specifications and these Special Provisions.

9. Residential and Commercial driveways may only be closed after giving property owners 72 hours of notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.

10. Commercial driveways shall remain open at all times, unless otherwise specified by the City Inspector. The Contractor shall schedule the commercial driveways to be poured in two phases unless more than one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners’ 5 calendar days in advance.

11. 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.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in public safety and convenience shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.
9.15 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

The Contractor may use concrete slip form machines to construct concrete curbs, gutters and sidewalks. The Contractor must maintain proposed lines and grades as shown on the plans. For curbs constructed on existing pavements, the contractor must construct the curb to eliminate any uneven lines and top of curb grade elevations. If in the sole discretion of the Engineer, these lines and grades are not maintained, the Contractor shall remove and replace the concrete at his/her costs.

9.16 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING

The Contractor is responsible for providing traffic control (at the request of the City survey crew) to place the Contractor’s construction stakes within vehicle travel lanes of heavy volume streets and highways. Heavy volume streets are typically major and minor collectors and arterial streets; and are not alleys, local residential, local commercial, or local industrial streets. The cost to provide traffic control for construction staking in the vehicle travel lanes shall be included in the bid items the Contractor deems appropriate.

9.17 PUBLIC NOTIFICATION

The contractor shall notify residents and businesses within the project limits in writing five (5) working days in advance of beginning work. The notifications shall reach property owners within five hundred (500 meters), 550 yards of the construction limit of work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone of the Contractor’s representative that can be reached 24 hours a day, 7 days a week.

Full compensation for this item shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

9.18 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

Equipment list and drawings shall be in accordance with Section 34-3 of the Standard Specifications and these Special Provisions.

Unless otherwise permitted in writing by the Engineer, the Contractor shall, within ten (10) days following notification of award of the contract submit to the Engineer for approval a listing of equipment and material which he/she proposes to furnish and install. The list shall be complete as to name of manufacturer, size and catalog number of unit, and shall be supplemented by other data, including detailed scale drawings and wiring drawings. A minimum of five (5) copies of the above data shall be submitted to the Engineer for review and approval.

The Contractor shall submit to the Engineer a statement from each vendor supplying electrical equipment, including but not limited to, signal heads, standards, electrifiers, luminaries, service pedestal and all other electrical equipment indicating that the orders for the materials required for this contract have been received and accepted by said vendor. The confirmed date of delivery to the contractor shall be indicated on the statement.
All substitutions are subject to the approval of the Engineer.

**9.19 PROOF OF COMPLIANCE WITH CONTRACT**

In order that the Engineer may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of plant, equipment, work, or materials, the Contractor shall at any time when requested, at the Contractor's expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

**9.20 BACKFILLING OF VOIDS**

All voids resulting from the removal of trees, pipes, maintenance holes, ditch boxes, or other buried structures or objects shown on the Plans or called in these Special Provisions to be removed, shall be backfilled per the provisions of Section 26 (Trench Backfill) of the Standard Specifications. In the event job excavated native material is unsuitable for backfill as determined by the Engineer, the Contractor shall furnish the required suitable backfill material.

The cost to backfill voids as specified in the Special Provisions shall be included in the price bid for the respective items to remove trees, pipe, maintenance holes, ditch boxes, or other buried structures or objects, and no additional compensation shall be allowed.

**9.21 PAVEMENT CUTTING AND RESTORATION**

Pavement cutting and restoration shall conform to the provisions of Section 13-4 of the Standard Specifications and these Special Provisions.

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

Where pavement cutting takes place more than five (5) calendar days before trench excavation, the Contractor shall fill the pavement cuts with asphaltic patching mix and maintain a smooth riding surface until trenching begins.

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

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for all work involved in this item shall be considered as included in the unit price bid for roadway excavation and removing and replacing asphaltic concrete pavement.
9.22 PROTECTION OF TREES

During construction the Contractor shall protect existing trees. All work near the trees shall be coordinated by the Contractor with the City Arborist, Duane Goosen, phone number 808-4996. The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection:

No storage of materials or parking of vehicles may occur within the drip lines of the trees, except on paved streets.

If, during construction, tree roots two inches (2") in diameter or greater are encountered, work shall stop immediately and the City Arborist shall be contacted for a root inspection, and roots shall not be cut without arborist approval. Roots approved by the arborist to be pruned during the course of project construction shall be cleanly cut. If extensive root pruning is proposed an arborist inspection will determine if tree removal is necessary.

If construction activities will affect any of the limbs of the trees, a certified arborist (certified by International Society of Arboriculture, Western Chapter) shall be consulted prior to the cutting or removal of any limb. Limbs approved by the arborist to be pruned during the course of project construction shall be cleanly cut.

The Contractor shall be responsible for damages to trees. Trees damaged by the Contractor during construction activities shall be assessed by the City Arborist using the International Society of Arborists (ISA) appraisal guide or UFS standard diameter and area indexing. The Contractor's responsibility for damaged trees will be determined by the Arborist.

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

9.23 TREE TRIMMING

Trees identified by the Engineer to be trimmed shall be trimmed in accordance with the following specifications and as directed by the Engineer or project Arborist in conjunction with the City Arborist:

General Conditions - This work is to be performed by a Tree Service Contractor, licensed and bonded to do business in the City of Sacramento. The work to be done will consist not only of this trimming and removal of branches and limbs but also disposal of material trimmed from these trees. Disposal of material will not be allowed at the City Dump.

Contractor shall be aware of and shall comply with all ordinances governing and related to tree trimming work. Contractor shall furnish all labor, materials and equipment as required in performing the work described herein in strict accordance with these specifications and subject to the terms and conditions of this contract.
Description of Work - The work shall be done primarily from truck mounted aerial platforms except where trees are inaccessible to trucks. All hand and power tools in the performance of this work shall be subject to inspection and approval of the Manager of the Urban Forest Services division or his designated representative who shall serve as the inspector for the City.

In general, the standard tree trimming equipment shall be used and shall be maintained in a satisfactory condition at all times. All tools shall be clean, sharp, in proper working order and shall be checked for safety before each job.

Inspection/Permit - The Contractor shall notify the Engineer prior to 8:00 a.m. on each day Contractor will be trimming trees.

The Contractor shall notify, 3 working days prior to tree trimming, the City Arborist, Duane Goosen, (916) 808-4996 and obtain, for this project, a permit for tree trimming within the City.

Special Conditions - All licenses, insurance, etc., necessary to assume the legal responsibility for said work shall be acquired by the Contractor to cover the liabilities which might be caused by said work.

All workmen shall comply with State Compensation Safety Rules and must wear safety equipment at all times while on the job. Adequate warning devices, barricades, guards, cones, etc., shall be placed and necessary precautions shall be taken by the Contractor to provide protection for the workers, pedestrians and vehicular traffic in the area. Work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with or annoyance to others. It shall be the responsibility of the Contractor to work out any cooperative work schedules as necessary.

All tree work requiring climbing of trees shall be suspended during inclement weather. No trimmings or debris shall be left overnight on any of the work sites. Upon completion of a specific area, the site shall be left in a clean and orderly condition. It shall be the responsibility of the Contractor to repair any damages to adjacent property including shrubs, trees or other growth as well as structures along the route.

To prevent the spread of Dutch elm disease, tree trimming tools shall be sprayed with Lysol before any tree trimming and after each tree has been trimmed.

Personnel - All work shall be done by qualified and trained persons. They shall be familiar with tree climbing and trimming work in general and trained to work in trees of any size. A qualified foreman shall be provided to oversee and direct the work of each crew.

Correct Cuts - All work shall be done in a professional and workmanlike manner. All cuts shall be made in accordance with the following sections in these Special Provisions, and as directed by the Engineer. Trees shall be trimmed at locations where there are tree conflicts and as directed by the Engineer or project Arborist in conjunction with the City Arborist.
Tree trimming shall include the removal of any limbs or brush from limbs in order to achieve a clear space of at least six foot (6') radial distance from each luminaire. The results of the tree trimming shall produce an unobstructed cone of light that will illuminate a semicircle on the street at street level. The semicircle shall have a radius of forty feet (40') minimum on the street from the electrolier base. The unobstructed cone of light shall also illuminate an area at sidewalk level on the house side of the electrolier. This illuminated area shall extend fifteen feet (15') minimum from the base of the electrolier.

Twigs, small limbs and sucker growth shall be removed with hand pruners, pole pruners or a fine toothed saw. All portions of a tree removed in the pruning operations, whether small or large in diameter, shall be made just outside the branch bark ridge, parallel to and immediately adjacent to the tree limb from which the part is removed.

Any dead wood and broken limbs encountered in the pruning operations shall be removed. Dead wood shall be defined as any portion of the tree having no living foliage, no live buds or no apparent life in the cambium layer. Final cuts on dead limbs shall not cut into the branch bark ridge or branch collar of the parent limb. Dead limbs larger than three-fourths of one inch (3/4'') in diameter shall be removed by sawing. Broken limbs shall be removed except where branches have split and one portion of the branch can be saved by pruning to reduce lateral end weight.

Shrubs shall be pruned as directed by the Engineer and shall conform to current ISA specifications.

The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

9.24 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED

If artifacts or stone, bone, or shell are uncovered during construction activities, the Contractor shall stop work within 100 feet of the find and notify the City, who will consult with a qualified archaeologist for an on-the-spot evaluation. Additional mitigation of the archaeological site will be the responsibility of the City. If bone is found and it appears to be human, the City will notify the Sacramento County coroner and the Native American Heritage Commission (916/322-7791).

9.25 HEALTH AND SAFETY

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

Because of the danger of solvents, gasoline, and other hazardous material in the existing sewers, these areas shall be considered hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall be aware of these dangers and shall take the necessary measures to assure his personnel observe proper safety precautions when working in these areas.
The Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands of waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in the opinion of the Engineer, the Contractor fails to adequately follow the above guidelines, he will make arrangements to have the work done by others, and have the cost charged to the Contractor.

9.26 PERMITS AND STAGING AREA

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

The Contractor shall submit to the Engineer written authorization from the property owner of private property being used for the storage of equipment or materials. A copy of any written agreements entered into between the Contractor and the property owner concerning encroachment onto private property shall be provided to the Engineer prior to beginning any work on the property.

No materials will be allowed to be stockpiled in the State R/W unless a written request is made to Caltrans inspector in advance.

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

The cost of necessary permits, all restoration, including but not limited to landscaping improvements, shall be included in the various items of work the Contractor deems appropriate, and no separate or additional compensation shall be made.

9.27 ENCROACHMENT PERMIT

The City is in the process of acquiring a Caltrans Encroachment Permit. Prior to start of work within the State of California’s right-of-way or work affecting the State of California facilities, the Contractor will be required to obtain an Encroachment Permit at the following State of California Transportation office:

CALTRANS, DISTRICT 03, PERMIT ENGINEER
703 “B” Street, P.O. Box 911
Marysville, CA 95901
(530) 741-5374

The Contractor shall pay the applicable fees due at the time of application. A copy of the City’s Encroachment Permit is available upon request.
Full compensation for conforming to the requirements in this permit, including the cost of the permit, shall be considered as included in the contract prices paid for the various item or work and no additional compensation will be allowed therefore.

9.28 HUMAN WASTE OR BIOHAZARDOUS MATERIAL

If human waste or biohazardous materials are encountered, removal of said items will be accomplished through a reasonable method by reasonably-qualified personnel by Force Account as described in Section 9-1.04 of the State Standard Specifications.

9.29 EROSION AND SEDIMENT CONTROL

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

9.30 WATER POLLUTION CONTROL

Water Pollution Control shall be performed in accordance with Section 13 of State Standard Specifications.

The Contractor, on the City's behalf, shall acquire and maintain a General Construction Permit from the State Water Resources Control Board. All costs associated with the permit acquisition and maintenance shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

9.31 CONTRACTOR MOBILIZATION

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

9.32 SECTIONS 9.32 THROUGH 9.99 OF THESE GENERAL REQUIREMENTS SHALL APPLY TO ELECTRICAL WORK ITEMS

ELECTRICAL COST BREAK-DOWN

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

The sum of the amounts for the units of work listed in the cost break-down for electrical work shall be equal to the contact lump sum price bid for the work. The unit price is the material and installed cost with overhead, profit, and labor.
The Contractor shall determine the quantities to complete the work shown on the plans. The Contractor shall be responsible for the accuracy of the quantities and values. No adjustment in compensation will be made in the contract lump sum prices paid for the various electrical work items due to any differences between the quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions. At the Engineer’s discretion, the approved cost break-down may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the items of electrical work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined, at the Engineer’s discretion, in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 9-1.06, “Changed Quantity Payment Adjustments”, of Caltrans Standard Specification. The cost break-down submitted by the responsive qualified low bid Contractor shall be approved by the Engineer before any partial payment for the items of electrical work shall be made based on the cost break-down. The cost break-down shall include, but is not limited to: type of equipment, estimated quantity, and unit price ($/LF or each). See below for sample items. Some items from the list may not apply to the project, and other items may need to be included. Contractor shall submit break-down in a spreadsheet format.

Conduit – list each size (2", 3", etc.), installation method, quantity (LF), unit price ($/LF).
Conductor – list each size (#6, #8, etc.), quantity (LF), and unit price ($/LF).
Pull Box – list type (#5, #6, etc), quantity, and unit price ($/EA).
1-B Traffic Signal with Foundation –quantity, and unit price ($/EA).
Pedestrian Pushbutton Post with Foundation – quantity and unit price ($/EA)
Luminaires – type (110 watt led fixture, etc.), quantity, unit price ($/EA).
Foundations for TS Cabinet – quantity and unit price ($/EA).
Pedestrian Push Button – quantity and unit price ($/EA).
Signal poles – by Type, quantity and unit price ($/EA).
Signal Controller – quantity and unit price ($/EA).
Signal Cabinet – quantity and unit price ($/EA).

9.33 CITY EQUIPMENT TO BE REMOVED AND SALVAGED

All City of Sacramento equipment to be salvaged shall be returned to the City Corporation Yard. The City has two corporation yards: Corporate Center South, 5730 24th Street, Building 11, Sacramento, California and the Corporate Center North, 918 Del Paso Road, Sacramento, California. Contractor is responsible to provide machinery and manpower to unload and load all
salvaged equipment. Loading, unloading, pick-up, and delivery of these items will be considered included in the price bid for various items and no additional compensation will be allowed therefor.

The Contractor shall schedule the delivery of salvaged equipment with the City Inspector. Equipment drop-off shall be done in the presence of the City Inspector or his designated representative. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all City salvaged equipment.

9.34 CITY FURNISHED EQUIPMENT

All items on this project will be furnished by the Contractor.

9.35 TRAFFIC SIGNAL CABINET 332

The traffic signal cabinet 332 assembly shall contain all necessary components to operate an 8-phase traffic signal.

The 332 assembly shall conform to the requirements of “Transportation Electrical Equipment Specifications” (TEES) and “Traffic Signal Control Equipment Specifications” (TSCES). The cabinet construction shall conform to Section 86-3.04 Controller Cabinets of the California Department of Transportation Standard Specifications. Controller cabinet and controller shall be on California Department of Transportation approved list.

A. General Equipment

a. The cabinet shall be completely equipped, wired and have the following, but not limited to:
   1. (1) Conflict Monitor 2010ECLip
   2. (12) Load switches 200
   3. (4) Flash Transfer Relays
   4. (1) Power Supply Model 206
   5. (2) Flasher Units 204
   6. (1) Power Distribution Assembly (PDA) #2
   7. (8) Inductive Loop Detector Cards Model 222
   8. (3) DC Isolator Model 242

b. Two (2) copies of circuit diagrams and operation manual for each major component of control cabinet equipment shall be provided for each cabinet delivered.

c. One (1) set of galvanized anchor bolts shall be included with each cabinet.

d. All identification shall be by means of black and white labeling, painted or self-adhesive labels.

B. Delivery and Acceptance
The cabinets shall be delivered to the City of Sacramento with all items required for the operation of the intersection installed.

The cabinets shall be tested for complete operation and inspected for conformance to these Special Provisions at the City Traffic Signal Shop. The Contractor shall have an authorized service engineer from the cabinet manufacturer available at the City’s Corporate Center South within one (1) working day after notification to correct all minor malfunctions or make minor modifications to meet these specifications. If major adjustments, modifications or repairs to the cabinet are required to meet these specifications, the Contractor shall be required to repair or modify the cabinet(s) in question at no additional cost to the City. The contractor shall be responsible for all shipping charges for any cabinet(s) that are returned for major repairs or modifications. The Contractor shall also be required to repair or replace any equipment that fails to function properly during testing and inspection. For the first cabinet shipment, the City shall have fifteen (15) calendar dates from date of cabinet receipt to test and inspect the cabinets. For the balance of the cabinets, the City shall have twenty (20) calendar days from date of cabinet receipt to test and inspect the cabinets.

C. Guarantee

The Contractor guarantees all cabinets, materials and devices of whatsoever nature incorporated in, or attached to the cabinets, to be free of all defects of workmanship and materials for a period of one (1) year after final acceptance of each shipment of Type ‘R’ controller cabinets by the City of Sacramento. The Contractor shall repair or replace any or all equipment or material, together with all or any other equipment or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge or any nature whatsoever to the City.

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

9.36 TRAFFIC SIGNAL CONTROLLER

The Vendor shall supply McCain 2070 ATC eX – traffic signal controller or approved equal that is compatible with a fully functional 332-cabinet per the latest Caltrans Standards.

The controller shall be configured to run Pedestrian Hybrid Beacons using D4’s software.
A. Traffic Signal Controller Software

The Vendor shall install Fourth Dimension (D4) Traffic Signal Controller software on controller assembly. The most current version of D4 Traffic Signal Controller software, at the time of controller delivery, shall be fully configured in the ATC eX 2070 controller for 332 cabinet.

The Vendor shall provide license to the city for the D4 software and shall include basic support and integration for use of this software.

Traffic Signal Controller Software Contact is: Fourth Dimension Traffic, Tod Eidson, c/o Advanced Traffic Solutions, Attn: Eric J. Nelson, 3505 Safe Road, Suite 2309, Houston, TX 77056-7182, Phone 832-405-8577. Email: eric@advtraffic.com

B. Manuals

All controllers and software provided under this specification shall be provided with product/operational manuals, which document the operation and maintenance of the equipment in compliance with TEES. The Bidder shall submit operating manuals, technical data sheets, product cut sheets, and any associated documentation for the controller unit delivered as part of this specification. Manuals shall be printed on 8.5" x11" paper. Schematic, layouts, parts list, and plan details may be on 11"x17" sheets. The manuals shall be bound in durable covers, and shall not suffer degradation when subjected to normal cabinet temperature testing. All manuals with printed copies shall be also be submitted electronically.

C. Warranty.

The traffic signal controller components/modules shall have a full warranty for manufacturer defects and workmanship, including parts and labor for a minimum of five (5) years from the date of purchase. Identification of manufacturer defects shall be determined by the city.

9.37 CONDUIT MATERIAL

Conduit to be installed underground shall be Schedule 40 polyvinyl chloride (PVC) or Schedule 40 polyethylene conduit as described herein unless otherwise indicated or specified. PVC conduit shall comply with the specifications in Section 34-10 of the City Standard Specifications. High-density polyethylene conduit shall comply with the following specifications:

Conduit shall be fabricated from polyethylene shall be in conformance with applicable ASTM and NEMA standards and Article 347 of the National Electrical Code. Non-black polyethylene conduit shall contain not less than 2500 parts per million (ppm) of a hindered amain ultraviolet light stabilizer. Ultraviolet stabilization additive for black polyethylene conduit shall consist of a carbon black loading of 2.5% ± 0.5% by weight.
Conduit shall be manufactured from high-density polyethylene resin designated as Type III, Category 5, Class C, Grade P34 material in accordance with ASTM D1248.

Duct seal shall be installed on all conduits.

All new conduits starting/terminating in pull boxes shall have End Bells.

9.38 CONDUIT INSTALLATION

Conduit installation shall be in accordance with Section 34-9, 34-10 of the Standard Specifications and as modified by these Special Provisions. “Jet-rodding” is not permitted.

Conduits terminating in pull boxes, standards, pedestals and cabinets shall rise vertically and shall not slope in any direction. Conduits terminating in standards, pedestals, and cabinets shall terminate one and one-half inches (1½") above finished grade. Conduits shown on the Plans to be adjacent and parallel to each other shall be installed in the same trench or drill hole unless otherwise specified or directed by the Engineer. Under the sidewalk, conduit shall be laid to a depth of not less than eighteen inches (18") below the sidewalk grade.

Conduits shall be installed by trenching or directional drilling method.

All applicable requirements in these Special Provisions to locate, and to protect existing utilities, utility laterals, obstructions, and other facilities in the area shall be conformed to and no additional compensation will be allowed therefor. Contractor is responsible for any damage and the repair of any existing facilities damaged by his/her trenching or drilling operations. Contractor is responsible for any potholing necessary and cost for potholing shall also be included in price paid for applicable items of work and no additional compensation will be allowed therefor. All trenching or drilling work shall be contained within the City right-of-way. If utilities or other obstacles are encountered at the specified conduit depth, any additional drilling required to avoid the obstacle shall be made at the Contractor’s expense and no additional compensation will be allowed therefor. Location of trenching and drill holes shall take into consideration minimal impact to the street pavement while still meeting the requirements of these Special Provisions.

Contractor shall replace roadway striping and markings with same material if damaged by directional drilling, bore pits, potholes, or trenching. Replacement striping and markings shall be thermoplastic or paint, per the City of Sacramento Standards.

Contractor shall use the following PVC pipe cement to join conduits and fittings: Premier Cement PVC All Temperature One Step Blue or Christy’s Red Hot Blue Glue for Schedule 80 thru 4” diameter.

A. Trenching Method

Installation of conduit by trenching shall be in conformance with the Plans and these Special Provisions. See plan sheets for trench details. Trenches shall be backfilled or covered at the end.
of each work day. All conduit installed by trenching shall be anchored every 15 feet to the bottom of the trench, with an approved method, so as to prevent the conduit from floating when the concrete is backfilled into the trench.

1. Trenches in reconstructed roadways shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry and depth of conduit(s).

2. Trenches in existing roadways shall use the “T-Trench” method. The portion over the trench shall be paved with asphalt concrete, Type A with ¾” aggregate (coarse); except on residential streets where the base course shall be Type A, ¾” aggregate (coarse) and surface course shall be Type B, ½” aggregate, (medium), per Section 22 of the City Standard Specifications, unless otherwise directed by the Engineer. See plan sheets for width and thickness of asphalt concrete over trench. Trenches shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry.

B. Directional Drilling Method

Installation of conduit by directional drilling shall be in conformance with the Plans and these Special Provisions.

Conduits shall be installed such that the top of the conduit(s) are not less than eighteen inches (18") below the finished grade in sidewalk areas and not less than thirty inches (30") in all other areas except as otherwise specified or directed by the Engineer.

Prior to the start of directional drilling, the Contractor shall submit a plan which identifies location and size of proposed drill holes, describes process for identifying/locating existing utility services and other underground utilities or obstructions, identifies a proposed “drilling corridor” to avoid conflicts with existing utilities, services and other facilities. This plan shall be submitted to the Engineer a minimum of ten (10) working days prior to the start of work. The Contractor will not be allowed to directional drill until an approved plan is on file with the Engineer.

Directional drilling shall be performed by the technique of creating and directing a bore hole along a predetermined path to a specified targeted location where indicated on the plans to install conduits. The technique shall involve the use of mechanical and hydraulic equipment to change the boring course and shall use instrumentation to monitor the location and orientation of the boring head assembly along the predetermined course. Drilling shall be accomplished with fluid-assisted mechanical cutting. Unless otherwise approved, boring fluids shall be a mixture of bentonite and water or polymers and additives. Bentonite sealants and water will be used to
lubricate the drilling head. It is mandatory that minimum pressures and flow rates be used during drilling operations so as not to fracture the subgrade material around and/or above the bore. Uncontrolled jetting (where the primary purpose is to use fluid force to erode soil for creation of the final bore hold diameter) is prohibited. The drilling system shall utilize small-diameter fluid jets to fracture, and mechanical cutters to cut and excavate the soil as the head advances forward.

All drilling shall be located a minimum of three feet (3') from the center of all existing maintenance holes. Drilling that run parallel to any sanitary sewer or storm drainage lines shall maintain a minimum clearance of three feet (3’) measured from the centerline of the sewer or drainage line to the adjacent side of the drill hole. Drilling that crosses any sewer or drainage line shall cross at 90 degrees to the line or at a minimum of 45 degrees if a 90 degree crossing is not possible.

9.39 CONDUCTORS

Conductors shall be in accordance with Section 34-12 of the Standard Specifications, except for the following:

1. If the existing ground wire (green 1#10 THW) is used as a pullwire, a new ground wire shall be pulled with the new conductors or cables, unless otherwise specified.

2. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation.

3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.

4. All conductors of AWG #10 or larger shall be identified by printed and embossed labels. #1, #6, #8, #10 conductors shall be printed and embossed.
   a) Both printed and embossed labels shall clearly identify the UL listing, insulation type, voltage rating, AWG number, and the City of Sacramento.
   b) The printed label and the embossed label shall be placed at approximately 90 degrees separation around the center of the conductors.
   c) Labels shall appear every one foot interval. Embossed labels shall be between 0.002” to 0.003” in depth and shall not damage the conductors. Label heights shall be no less than 3/32” for AWG #8 or larger, and shall be no less than 2/32” for AWG #10.

9.40 COMMUNICATION EQUIPMENT

The following communication equipment shall be provided, installed and configured per the Plans and Special Provisions.

A. Network Switch with Power Supply
Network Switch shall be manufactured by Cisco, Model IE-2000-8TC-B or approved equal.
The network switch shall have the following:

- Power Supply shall be Cisco, PWR-IE50W-AC-IEC.
- Cisco 100Base – X small Form Factor Pluggable Module - Two (2) GLC-FE-100LX-RGD – Cisco device hot-swappable I/O device that plugs into Fast Ethernet ports, dual-rate Fast/Gigabit Ethernet ports, or Gigabit Ethernet ports of Cisco Switch linking the port with the fiber cabling network.
- Industrial grade
- DIN rail mountable
- Ethernet connectivity
- Operate under 14 degrees Fahrenheit to 140 degrees Fahrenheit, and under vibration and shock
- Eight (8) 10/100 Base-T Ethernet ports (Small FormFactor Pluggable (SFP) downlinks)
- Two (2) gigabit combo ports: SFP
- Swappable SD flash card and mini-USB connector
- LAN lite Software
- 5-year warranty

Contractor to supply and install DIN rail to attach the network switch and power supply. The DIN rail and aluminum stock shall be mounted to the cabinet channel rails.

The Contractor is responsible for making all connections per manufacturer recommendations.

Power Supply for Network Switch shall meet the following requirements:

- Compatible with Cisco IE 2000 Series industrial grade switch
- DIN rail mountable
- Input: 100-120 VAC or 200-240 VAC, manually selected AC, 50-60 Hz
- Operate under 14 degrees Fahrenheit to 140 degrees Fahrenheit, and under vibration and shock
- 5-year warranty

Power Supply for Network Switch shall be installed in cabinet with DIN rail attached to aluminum stock for support. The DIN rail and aluminum stock shall be mounted to the cabinet channel rails. The Contractor is responsible for making all connections and shall be made per manufacturer’s recommendations to insure that the switch is powered. See Plans for further details.

B. Surge Suppressor Power Strip

Surge Suppressors shall meet the following requirements:

- 120 VAC
- 60 Hz
- All metal housing
- Isolated filter banks
- 2350 joule/97,000 amps rating
• 6 outlets
• 6 foot cord

Surge Suppressors shall be manufactured by Tripp-Lite Power Protection, Model ISOBAR6ULTRA or approved equal.

Surge Suppressors are to be installed in Type R and Type 332 cabinets at locations where a network fiber or DSL switch are being installed as noted on the Plans. For Type R cabinet, the Surge Suppressor shall be mounted to the cabinet channel rail, and must be wired to the load side of the 15-amp main breaker in the cabinet. For the Type 332 cabinet, the Surge Suppressor shall be mounted on 2” aluminum stock on the back side of the cabinet near the top using the existing 19” rack. The Surge Suppressor must be plugged into the equipment receptacle on the back of the power assembly of the 332 cabinet. See Plans for further details C.

9.41 Fiber Optic

Fiber Optic Cable Requirements

Fiber optic cable shall be Corning Altos All-Dielectric Gel-Free or approved equal. The Contractor shall use the following cable types as listed below or approved equal.

<table>
<thead>
<tr>
<th>Description</th>
<th>Part Number</th>
<th>Manufacturer</th>
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<tbody>
<tr>
<td>12 Strand</td>
<td>012EU4-T4101D20</td>
<td>Corning</td>
</tr>
<tr>
<td>24 Strand</td>
<td>024EU4-T4101D20</td>
<td>Corning</td>
</tr>
<tr>
<td>48 Strand</td>
<td>048EU4-T4101D20</td>
<td>Corning</td>
</tr>
<tr>
<td>96 Strand</td>
<td>096EU4-T4101D20</td>
<td>Corning</td>
</tr>
</tbody>
</table>

B. Fiber Optic Cable Installation

1. Contractor shall install all fiber optic cable per manufacturer’s recommendations and the City’s Plans and Special Provisions.

2. All splice work will be performed by the City, or City Approved Contractor. All patch panels and splice materials will be provided by the City or City Approved Contractor.

3. The Contractor shall test all fiber optic cable spans after installation (Bare Fiber Testing). Testing results must be provided to the City Inspector. The City shall review test results and accept or reject the cable within 5 working days. If accepted by the City, and the Contractor shall submit a request to the City to perform splice work. If rejected, the Contractor shall replace the cable and retest.

4. The Contractor shall maintain a record of all sheath footage markings for each cable span. Hard and soft copy of all records shall be provided to the City with test results along with the program to review the soft copy of the test results.
5. Existing fiber optic cable must be protected from damage. The Contractor shall contact the City Inspector twenty four (24) hours prior to working near any existing city fiber optic cabling.

6. During installation the tensile force shall not exceed 600 lbs. The Contractor shall use a break away swivel, or a slip-clutch capstan, set for less then 600 lbs. pulling tensile strength.

7. Fiber marking tags shall be installed on fiber optic cable in every pull box. The tags shall be non-adhesive, Hellermann-tyton 4" fiber optic marker, part number CMFO4 or approved equal.

8. The Contractor shall install Arncio Bull Line Part #WP12LC (with trace wire) or approved equal with the fiber optic cable.

C. Fiber Optic Cable Testing (Bare Fiber Testing):

All testing shall be performed according to the Telecommunications Industry Association (TIA) Technical Service Bulletin TSB-140, "Additional Guidelines for Field – Testing Length, Loss and Polarity of Optical Fiber Cabling Systems."

1. The Contractor may test the fiber optic cable prior to installation, but must test fiber optic cable after installation.

2. The Contractor shall test all fibers in the cable.

3. A continuity test using a power meter shall be used for 12 strand cables less than 200 feet. Power reading shall be provided with test results.

4. The Contractor shall use both a power meter test for continuity and an optical time domain reflectometer (OTDR) to test all other cable spans greater than 12 strands and longer than 200 feet. Proof of Calibration of all fiber optic test equipment may be requested by the inspector at any time, and must be provided along with the test results.

5. The fiber cable shall meet or exceed ANSI/EIA/TIA – 568B.3 and the latest BICSI TDMM Standards.

6. Test Results shall include the following:
   a. Total fiber length
   b. Individual fiber traces for complete fiber length
   c. Losses of all anomalies
   d. Wavelength tested and measurement directions
   e. Manufacturer, model number and serial number of test equipment
   f. Name, signature and company technician/engineer
   g. Test Equipment Calibration Certificate for all fiber test equipment
   h. Test Date
7. The Contractor shall provide the test results to the City Inspector. If fiber cable fails to meet cable testing standards and are not approved by the City, the Contractor shall remove the failed fiber optic cable and replace with new fiber optic cable at no additional cost to the City. New fiber optic cable shall be tested according to cable testing requirements in these Special Provisions.

9.42 FOUNDATIONS TO BE ABANDONED

Foundations to be abandoned shall be in accordance with Section 34-8 of the Standard Specifications. The top part of the foundation, anchor bolts, and conduits shall be removed to a depth of two feet (2') below the surface of sidewalk or unimproved ground. The resulting hole shall be backfilled with material equivalent to the surrounding material.

9.43 INSPECTION

Inspection shall be in accordance with Section 34-22 of the Standard Specifications and these Specifications.

9.44 LUMINAIRE ON TRAFFIC SIGNAL MASTARM

A. Luminaire

Luminaires to be installed shall be specifically designed for LED use and rated for up to 100,000 hours of operation. Luminaires shall be designed to produce asymmetric distributions conforming to the Illuminating Engineering Society light pattern Type III unless otherwise specified. Luminaire shall utilize a heat sink to efficiently draw heat away from the LED chipset.

The units shall be suitable for two-inch (2") slip filter and mounting.

All new luminaires to be installed shall be inspected by the Engineer prior to installation. Luminaires shall be supplied without photo cell receptacles unless otherwise called for the Plans. All luminaires supplied with photo cell receptacles that will not be used shall be required to completely bypass the receptacle and a shorting plug shall be securely installed in the receptacle.

B. LED

The following luminaires are approved products for mastarm streetlights:
- Philips Road View Model 110W80LED4K;
- Cooper Navion Model NVN AA 02 T3A 10K 4 AP OA/RA1014; or

The luminaire shall be type III with a minimum CRI of 70 and a CCT of 4000K, unless otherwise specified.
See “Equipment to be Supplied” section of this special provision for submitting approved equal products.

9.45 PULL BOXES

Shall be in accordance with Section 34-11 of the Standard Specifications, except for the following:

a. All new pull boxes shall be set in place prior to pouring any new sidewalk.

b. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer.

c. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways.

d. Contractor shall cut, remove and replace the concrete to the nearest joint when installing new pull boxes.

e. New pull boxes shall have a minimum of 6” of new concrete around all sides in sidewalks.

f. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials.

g. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.

h. Install pull box on top of crushed rock foundation. Adjust pull box to grade. The crushed rock foundation shall have a minimum of 12” in depth and continue to extend a minimum of 6” beyond the outside edge of the pull box. Compact crushed rock while maintaining integrity of conduit. Conduit and pull boxes shall not be damaged nor cracked.

i. In instances where the pull box is installed in a planter box or dirt areas, the pull box shall be set to grade with a concrete ring, as shown in the standard detail drawings.

j. All No. 5 and No. 6 Pull Boxes shall have steel security lids with locking key bolt.
   1) Pull Box Lid shall be manufactured by LockLid Secure Utility Enclosure Lids manufactured by Jensen MetalTech or approved equal. (#5 PB - LockLid 1324 Lid LL K-S TrxPlt Sac Gly; #6 PB – LockLid 1730 Lid LL K-SD TrxPlt Sac Gly). The City of Sacramento has also approved Sipra Corp’s Lockjaw! Security lids, and WESCO’s Mr. Steel Security lids.
   2) Lid shall be ¼” thick minimum galvanized steel.
   3) Lid shall be manufactured with slip resistant surface.
   4) Lid shall be non-traffic rated, unless otherwise specified.
5) Lid shall be equipped with a lock mechanism which can be secured from the top of lid.
6) Lock shall be recessed in a 1 inch diameter circle. Lock shall be a Secure Keyed Bryce Fastener, or approved equal.
7) A steel welding plug shall be provided by the manufacturer to be inserted into the 1 inch diameter recessed lock. (Locklid # PlugsSacStlPlgsLkLdLids, or approved equal).
8) Lid shall be flush with top of pull box when the lid is completely secured and locked to the pull box.
9) No. 5 pull boxes shall have a single cam locking system, or approved equal.
10) No. 6 pull boxes shall have a double cam locking system, or approved equal.
11) Lid shall have a grounding lug.
12) Supply five sets of keys for the locks.
13) Supply two sets of lifting tools for the lid.
14) Lid shall be free of scratches, defects, and debris. Lids shall be installed new.
15) SIPRA Corp Lockjaw Utility Box Security Lid is also an acceptable product. Galvanized lid. No electric markings on lid. 3/16" Diamond Plate. Provide three sets of locking tools for project.

9.46 TRAFFIC SIGNALS AND FITTINGS
Traffic Signal Standards and Lighting Standards shall be in accordance with the latest California Department of Transportation Standard Plans, unless otherwise specified in these Specifications or Plans.

A. Forms and Concrete and Debris

Remove concrete forms on traffic signal standards and service pedestals upon project completion. Remove all plywood, forms, excess and leftover concrete, and other debris as a result from construction upon project completion.

B. Vehicle Signals for Pedestrian Hybrid Beacons

All signal heads, louvers, backplates, and framework shall conform to the 2012 CAMUTCD specification for Pedestrian Hybrid Beacons (CHAPTER 4F).

Each mast arm mounted signal head shall be all 12" diameter sections.

Vehicle signal housings shall be either die cast or permanent mold cast aluminum conforming to ANSI Standard D-10.1. Vehicle signal faces shall conform to Section 86-4.01, "Vehicle Signal Faces", of the State Standard Specifications.

Metal backplates shall be provided for all vehicle signal heads furnished. Backplates shall be louvered, not solid.

Traffic signals shall utilize tunnel visors.
All traffic signal lamps shall be accessible from the front of the traffic signal head and shall be directly accessible for removal and replacement by the opening of the hinged front lens section and hood. Backplates for MAS mounted vehicle signal heads shall have approved filler plates to prevent light from showing through at the elevated plumbizers.

C. Light Emitting Diode (LED) Signal Modules

ALL SIGNAL HEAD DISPLAYS SHALL BE LED MODULES.

LEDs shall have full ball appearance. Dialite 443 Series or approved equal.

Maximum power consumption requirements for LED signal modules shall be as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>25°C</th>
<th>74°C</th>
</tr>
</thead>
<tbody>
<tr>
<td>12” Circular</td>
<td>25.0 W</td>
<td>30.0 W</td>
</tr>
</tbody>
</table>

All LED modules shall meet California Department of Transportation (CalTrans) and Institute of Traffic Engineer (ITE) minimum requirements. CalTrans specifications shall take precedence and supercede all ITE requirements if there are requirement conflicts.

D. Mounting Hardware

All slipfitters and terminal compartments shall be cast bronze. Clam shell mounting assemblies shall not be used.

E. Pedestrian Pushbuttons

The pedestrian pushbuttons shall conform to Section 86-5.02, "Pedestrian Pushbuttons", of the State Specifications and these Specifications. Pedestrian pushbuttons shall be Type B and meet all American Disability Act (ADA) requirements. The diameter of the actuator shall be 2-inch minimum.

The pedestrian pushbuttons shall be magnetic switch type pushbuttons in heavy cast aluminum or highly durable corrosion-proof housings. The buttons shall be a high visibility yellow. The instruction sign shall be a minimum 20 gauge enameled steel, 5" x 7-3/4" and shall display the appropriate sign for international symbol signals. The mounting height of the pedestrian push button shall be as specified in the latest CalTrans Specifications. Frame shall be black.

F. Traffic Signal Standards

All mounting hardware to be furnished by the Contractor shall be galvanized.

G. WIRING
Wiring shall be in accordance with Section 34-13 of the Standard Specifications, except for the following:

a. After taping, all splices shall be painted with an approved electrical coating that will resist oil, acids, alkalies, and adverse environmental conditions.

b. Pull ropes used to pull conductors in conduit shall be a minimum of three-eighths inch (3/8") in diameter.

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SECTION NO. 10 - ITEMS OF THE BID PROPOSAL

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

The sum of the amounts for the units of work listed in the cost break-down for lump sum items of work shall be equal to the contact lump sum price bid for the work. The unit price is the material and installed cost with overhead, profit, and labor.

The Contractor shall determine the quantities to complete the work shown on the plans. The Contractor shall be responsible for the accuracy of the quantities and values. No adjustment in compensation will be made in the contract lump sum prices paid for the various lump sum work items due to any differences between the quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions. At the Engineer’s discretion, the approved cost break-down may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the items of lump sum work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined, at the Engineer’s discretion, in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 9-1.06, “Changed Quantity Payment Adjustments”, of Caltrans Standard Specification. The cost break-down submitted by the responsive qualified low bid Contractor shall be approved by the Engineer before any partial payment for the items of work shall be made based on the cost break-down. The cost break-down shall include, but is not limited to: type of equipment/work, estimated quantity, and unit price ($/LF or each). Contractor shall submit break-down in a spreadsheet format.

ITEM NO. 1 - MOBILIZATION
Mobilization shall conform to the provisions in Section 9, "Payment," of the State Standard Specifications and these Special Provisions. No additional compensation for delay or re-mobilization will be allowed.

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

ITEM NO. 2 - PRECONSTRUCTION PHOTOGRAPHS
Preconstruction Photographs shall conform to Section 11 of the City Standard Specifications.
Preconstruction Photographs shall be especially important between the abutments and under the bridge to re-establish the existing condition of Arcade Creek after dewatering, demolition, and construction activities.

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

ITEM NO. 3 - CLEARING AND GRUBBING

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

Sprinkler/irrigation system pipes and heads which interfere with proposed improvements shall be relocated to the right-of-way line as part of this item. The property owner shall be notified in writing of the relocation two (2) working days prior to its initiation. The existing sprinkler/irrigation system relocation shall be completed within three (3) working days of the initiation of work. Salvaged irrigation material shall be returned to the property owner along with other privately owned facilities shown on the Plans to be removed. All other excess material shall become the property of the Contractor and be disposed of away from the project site.

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

ITEM NO. 4 - TRAFFIC CONTROL SYSTEMS

Traffic Control Systems shall conform to the provisions in Section 6-10, "Traffic Control Requirements," of the Standard Specifications and these Special Provisions. Included in this bid item is the preparation, revision, and implementation of a traffic control plans and no additional compensation will be provided to the Contractor therefor.

Contractor shall be solely responsible for furnishing, installing and maintaining all warning signs and devices necessary to safeguard the general public and the work and for providing proper and safe routing of the vehicular and pedestrian traffic during the performance of the work. This requirement shall apply continuously and shall not be limited to working hours. The use of flaggers, barricades and construction signing shall comply with the current edition of the California Manual of Uniform Traffic Control Devices (M.U.T.C.D).
ACCESS TO DRIVEWAYS, HOUSES AND BUILDINGS

Access and passable grades shall be maintained at all times for business establishments during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained to fire hydrants, homes, commercial and industrial establishments. Access to these facilities shall be continuous and unobstructed unless otherwise approved. Ramps and driveways shall not have "lips" or elevation differences greater than three-eighths of an inch (3/8"). When abutting property owner’s access across the right-of-way line is to be eliminated, repaired, or replaced under the Contract, the existing access shall not be closed until their replacement access facilities are completed and functional.

ERECITION OF SIGNS TO EXPEDITE PASSAGE OF VEHICLES

The Contractor shall erect such warning and directional signs as necessary or as directed by the Engineer for expediting the passage of public traffic through or around the Work and the approaches.

TRAFFIC CONTROL AND DETOUR PLAN

The Contractor shall submit a site specific Traffic Control Plan to the Engineer at the pre-construction meeting in accordance with Section 6-10 of the Standard Specifications. Revisions to the plan shall be submitted three working days prior to related work. A copy of the Traffic Control Plan shall be available on site at all times. For emergency purposes, the responsible person in charge of the work must be reachable by phone 24 hours a day during the progress of the work. A 24-hour phone number shall be indicated on the Traffic Control Plan. The Traffic Control Plan shall be developed within the following parameters:

The traffic control plans and schedule shall be developed with the following requirements:

1. Working hours shall be between 7:00 AM and 5:00 PM Monday through Friday, unless otherwise approved by the Engineer.

2. Weekend work from 8:30 am to 5:30 pm may be approved by the Engineer.

3. The Contractor shall submit for approval, a written request to perform weekend work a minimum of two (2) weeks prior to the weekend dates. If weekend work is approved, the cost of inspection shall be borne by the City.

4. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the project during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.
5. No work will be allowed if the Contractor does not adhere to these traffic control guidelines.

6. The time between the Contractor excavating the existing pavement and sidewalk and the placing the new pavement and sidewalk shall not exceed 10 working days for any given location. **If the Contractor fails to install pavement per these guidelines, the Contractor shall pay $500 per day as administrative penalty, for each day the work is being performed.**

7. Prior to 9:00 A.M. and after 4:00 P.M Monday through Friday, public traffic must have access to the number of lanes normally available at each location unless otherwise approved.

Payment shall be at the lump sum price bid for traffic control system and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved with traffic control systems as specified in these Special Provisions and as directed by the Engineer. This includes all work and costs associated with traffic control plan submittals and revisions, and the procurement, placement, maintenance, and removal of all necessary traffic control devices and signage.

**ITEM NO. 5 - MEASURE-A SIGNS**

Measure A Signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications, and these Special Provisions.

The Contractor shall notify UNDERGROUND SERVICE ALERT (USA) by calling 1-800-642-2444 at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts.

The Contractor shall manufacture, furnish and install Measure A signs measuring 3’x1.5’ as shown on the Exhibit **below**. Sheeting Grade shall be ASTM Type 11 or 3M DG Cubed specifications designed to enhance nighttime visibility of traffic control signs and objects. Type 11 or 3M DG Cubed sheeting shall have a pre-coated adhesive protected by an easily removable liner.

Sign panel shall be aluminum conforming to 5052-H38. The sign panel shall be 0.08” thick.

The bottom of sign shall be installed a minimum of 7’ from adjacent ground. Sign posts shall be 4”x4” pressure treated wood and embedded in post holes with Class ‘B’ concrete.

A sign material and installation submittal must be reviewed and accepted by the Engineer before fabrication and installation.

The Contractor shall notify the Engineer two (2) working days prior to the placement of the sign. The Contractor shall review the proposed sign location with the Engineer prior to installation. The Engineer may make adjustments to the proposed sign location in the field.
Upon completion of the project, the sign panel shall be protected from damage and returned to the Traffic Signs and Markings Section located at the City Corp Yard 5730 24th Street Building 9. All other material shall remain the property of the contractor.

Measure A signage shall be consistent with the following City detail:
Payment shall be at the lump sum price bid for Measure-A signs and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work.
involved with the installation, relocation as necessary, and maintenance of Measure A signs, as specified in these Special Provisions, the State Standard Specifications and as directed by the Engineer.

ITEM NO. 6 - ROADWAY EXCAVATION AND GRADING

Excavation and grading shall conform to Section 14 of the Standard Specifications and these Special Provisions.

Excavation shall include sawcutting and removal of all asphalt concrete (AC), aggregate base (AB), Portland Cement Concrete (PCC), native material and soil to allow construction of improvements to the lines and grades shown on the Plans. This item shall include grading behind the proposed sidewalk necessary to match the existing grades and improvements.

This work shall include excavation and grading necessary to construct the proposed street section, ditch grading and ditches, median, curb, gutter, sidewalk, driveways, walkways and shall include finish grading to match the back of sidewalk to surrounding grade using a maximum 2:1 slope per the construction plans. This work shall include shaping and trimming of slopes, and the placement and compaction of excavated earth material to the lines and grades shown on the Plans.

All existing asphalt pavements to be removed shall be full depth saw-cut at the limits of removal as shown on the Plans and in accordance with Section 13 of the Standard Specifications.

Excess excavated material shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer. When any material is to be disposed of outside the right-of-way, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

The Contractor shall exercise extreme care to avoid damaging the curb and gutter lips, sidewalks, and planting areas during excavation operations. Gutter lips damaged by the Contractor which are spalled in excess of one inch (1") deep by five inches (5") long will be repaired at the Engineer's direction. The cost of repairs to damaged curb and gutter shall be considered as included in this item, and no separate payment shall be made therefore.

Payment shall be made based on the final pay quantity indicated on the Sealed Proposal and will not be recalculated in the field. Payment for fill grading shall be included in the unit bid price for this item and shall not be made separately.

Payment shall be based on final pay quantity per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with roadway excavation and grading as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.
ITEM NO. 7 - AGGREGATE BASE (CLASS 2) TO PLACE
Class 2 aggregate base shall be placed as shown on the Plans and conform to Sections 10 and 17 of the Standard Specifications and these Special Provisions.

This item shall include placing Class 2 aggregate base in the pavement section, and under the proposed curb, gutter, sidewalk and driveways.

Payment shall be made at the unit price bid per ton based on the weight tickets and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing aggregate base Class 2 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 8 - ASPHALT CONCRETE PAVEMENT (3/4") TO PLACE
Asphalt concrete shall be Type A, 3/4" maximum aggregate (coarse) and shall be placed as shown on the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10 and 22 of the Standard Specifications.

Payment shall be at the unit price bid per ton based on the weight tickets and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing asphalt concrete pavement as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 9 - DECOMPOSED GRANITE PAVING (4" DEPTH)
Under this item of the proposal, the contractor shall furnish and place decomposed granite four inches (4") in depth as indicated on the plans.

Materials:

Decomposed granite shall be not larger than 1/4" thick. The color shall be gray and the source shall be Granite Rock Co., Don Robinson Co., or equal. Provide one-half pound samples to show size and color range of decomposed granite.

Herbicide shall be spray-applied, selective pre-emergent herbicide and shall be “Chipeo Ronstar G” by Rhone-Poulenc, Inc.; “Treflan 5G” by Dow Elanco; or equal.

Organic binder shall be non-toxic and shall be “Stabilizer” by Stabilizer, Inc., or equal (no known equal).

Water shall be fresh, clean, potable water as available from project site.

Installation:

Install organic-stabilized decomposed granite paving true to grade, properly coinciding with adjacent work and elevations. Provide a finished surface uniform in texture and appearance. Do
not permit finished work to vary more than 1/8 inch in 10 feet from true profile and cross section.

Paving shall consist of a mixture of decomposed granite, organic binder, and water, thoroughly pre-blended before placement. Add sufficient water to thoroughly wet decomposed granite without excess “free” water. Add 1 pound of “organic binder” per 160 pounds of decomposed granite (dry weight).

Install pre-mixed stabilized decomposed granite onto the prepared sub-base in two 2-inch lifts. Level and water so that moisture permeates the full 4 inch depth.

Thoroughly compact to a minimum of 95 percent. Compact each area with at least 4 passes of the compacting equipment. After compacting, screed smooth.

Do not permit mixture to contaminate planting areas. Clean up immediately all mixtures spilled into adjacent areas.

When surface areas have been rolled and it becomes necessary to add a thin layer of material to bring the surface to grade, the previously rolled or compacted area shall be raked to provide a bond with the added material.

Do not compact or add stabilizer within 3 feet square tree pocket.

Mixing equipment shall be batch-type, using revolving blades or rotary drum. Compaction equipment shall be vibratory type.

Payment shall be at the contract price paid per square foot for Decomposed Granite Paving (4” Depth) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to complete all work, including cost and submittal of soils test, as specified herein and no additional compensation will be allowed.

ITEM NO. 10 - SLURRY SEAL (TYPE II) TO PLACE

Slurry seal (Type II) shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 23 of the Standard Specifications and these Special Provisions.

Payment shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing slurry seal (Type II) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.
ITEM NO. 11 - 3 1/2" PCC SIDEWALK AND CURB RAMPS TO CONSTRUCT

Portland cement concrete (PCC) sidewalk and curb ramps shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

Sidewalk transitions to driveways shall be included in this bid item.

The forming and construction of curb ramps, including detectable warning surfaces, and retaining curbs as required per City Standard Drawings, shall be paid under this item of the proposal. The curb ramps shall be constructed where shown on the Plans or as directed by the Engineer.

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-mono lithically) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing 3-1/2" PCC sidewalk as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 12 - CURB AND GUTTER (VARIOUS TYPES) TO CONSTRUCT

Portland cement concrete curb and gutter shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

The curb and gutter portion of the curb ramps and transitions to existing curb and gutter of a different type shall be paid for with this item of work. Curb and gutter bid with this item shall vary in dimension as indicated on the plans to match existing curb and gutter at the various locations of work included with this contract.

The new concrete curb and gutter shall match existing improvements. The curb and gutter shall match existing color by adding one pound of lamp back per cubic yard of concrete as necessary.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb and gutter as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.
ITEM NO. 13 - CURB TYPE 3 (MOD) TO CONSTRUCT
Portland cement concrete curb type 3 (mod) shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb type 3 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 14 - CURB TYPE 14 TO CONSTRUCT
Portland cement concrete curb type 14 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb type 14 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 15 - CONSTRUCT PAVERS WITH SAND BASE
Concrete Pavers shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements in the plans and these Special Provisions.

Class 2 Aggregate Base shall be placed as shown on the Plans and conform to Sections 10, 14, 17 and 38 of the Standard Specifications and these Special Provisions. Bedding sand shall meet manufacturer’s recommendations.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing Concrete Pavers, Geotextile Fabric, Sand, and AB as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 16 - CHAIN LINK FENCE (6') TO INSTALL
Chain link fences shall be TypeCL-6 as specified on the plans and shall conform to the provisions in Section 80, "Fences," of the State Standard Specifications.

6' Chain Link Fence shall be installed as shown in Caltrans Standard Drawing A85.
Payment shall be at the unit price bid per lineal foot of 6’ Chain Link Fence to be installed and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in installing 6’ Chain Link Fence as shown on the Plans, as detailed in the Caltrans Standard Drawings, as specified in these Special Provisions and the State Standard Specifications, and as directed by the Engineer.

ITEM NO. 17 - RECONSTRUCT DRAINAGE INLET

Existing drainage inlets, where shown on the plans to be reconstructed, must be reconstructed in accordance with the provisions in Section 15-2.05, "Reconstruction," and Section 15-2.05A, "Frames, Covers, Grates, and Manholes," and other applicable provisions in Section 15, "Existing Highway Facilities," of the State Standard Specifications and these Special Provisions.

Concrete must be minor concrete conforming to the provisions in Section 20-3, "DRAIN INLETS," of the Standard Specifications.

Reconstruction of drainage inlets must be performed before paving and must be limited to the area to be paved or surfaced during the working day in which the adjustment is performed. The top of the inlet grate or cover must be protected from the hot mix asphalt during paving operations by means of heavy plywood covers, steel plate covers or by other methods approved by the Engineer. Excess paving material must be removed before rolling.

Existing frames and covers may be reused. If the existing frame and cover is damaged by Contractor’s operations, and cannot be reused as determined by the Engineer, Contractor must replace them with like materials at no cost to the City.

Payment shall be at the unit price indicated per each inlet reconstructed and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to construct this item complete in place. The bid cost for this item shall include pavement cutting and surface restoration.

ITEM NO. 18 - TRAFFIC SIGN TO PLACE

This item shall consist of manufacturing, furnishing and installing traffic signs on existing posts or new posts where shown on the Plans or as directed by the Engineer. Traffic sign placement shall conform to the applicable requirements of Sections 32 and 38 of the Standard Specifications and these Special Provisions.

A sign material and installation submittal must be reviewed and accepted by the Engineer before fabrication and installation.

The Contractor shall notify the Engineer two (2) working days prior to the placement of the signs. The Contractor shall review the proposed sign location with the Engineer and a supervisor from the City’s Traffic Signs and Markings section prior to installation of the sign. The Engineer may make adjustments to the proposed sign location in the field.
The Contractor shall use the sign sizes as shown in the State of California, Department of Transportation Traffic Manual, unless specified otherwise on the drawings.

All posts shall have a minimum resisting Moment of 400 foot-pounds. All posts shall be capped. Post caps may be aluminum or galvanized steel. Bolts and miscellaneous metal hardware shall be galvanized or plated after fabrication in conformance with Section 75 “Galvanizing” of the State of California, Department of Transportation Standard Specifications.

Signs located at the side of the roadway shall have a minimum height of seven feet (7’) from the adjacent ground to the bottom of the sign, unless specified otherwise. The height of a combination of signs in the median, such as an R7 with an R10, shall be 18 inches from the top of the island to the bottom of the lowest sign (R10) with a maximum one-inch separation between the two signs.

Each sign shall have the date of manufacture and a location number stenciled on the backside. Location information shall consist of each sign having an individual number which will be recorded on a clean set of Plans during the sign installation and shall be turned in as part of the “Record Drawings”.

A. Sign Posts
   A 5/16-inch diameter cap screw with a plated rubber backwasher against the face of the sign and elastic stop nuts shall be placed through the sign and post at both top and bottom of each sign. A “V” notched piped saddle, to support the sign, shall be placed between the sign and the post.

B. Signal and Street Light Poles
   Place a 3/4-inch stainless steel banded strap and appropriate hardware at both top and bottom of each sign.

C. Sheeting Grade
   Sheeting Grade shall use ASTM Type 11 or 3M DG Cubed specifications designed to enhance nighttime visibility of traffic control signs and objects. Type 11 or 3M DG Cubed sheeting shall have a precoated adhesive protected by an easily removable liner.

D. Sign Material
   All signs shall be aluminum panels conforming to 5052-H38. All road signs shall be 0.08” thick with the exception of street name signs which shall be 0.125” thick.

Payment shall be made at the unit price bid per each sign and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing traffic signs on existing posts or new post as shown on Plans, as specified in these Special Provisions and as directed by the Engineer.
ITEM NO. 19 - RELOCATE ROADSIDE SIGN

Existing roadside signs shall be removed and relocated to the new locations shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

Any new hardware needed to mount sign in new location shall be included in this item.

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

ITEM NO. 20 - REMOVE ROADSIDE SIGN

Existing roadside signs shall be removed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Removed sign panels shall be salvaged and delivered to the City of Sacramento Traffic Sign and Markings Section at 5730 24st Street, Building 10, Sacramento, CA. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

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

ITEM NO. 21 - TRAFFIC STRIPES AND PAVEMENT MARKINGS TO REMOVE

Thermoplastic and preformed traffic stripes and pavement markings shall be removed to the fullest extent possible from the pavement by grinding. Grinding material left on the pavement as a result of removing traffic stripes shall be removed as the work progresses. Accumulations of grinding material, which might constitute a hazard to traffic, will not be permitted.

The Contractor shall place temporary markers prior to removing traffic control measures during the striping removal operation. Temporary markers shall be maintained until permanent striping is in place.

Pavement markings are defined as, but are not limited to, word and symbol markings, parking brackets, and crosswalks.

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

ITEM NO. 22 - THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKINGS TO PLACE
Thermoplastic traffic stripe details and markings, both white and yellow, shall be placed as shown on the Plans or as directed by the Engineer, and conform to Section 32 of the Standard Specifications. All striping details shall be in conformance with the State Standard Specifications (latest edition).

The Contractor shall place the striping and markings after slurry seal has been set for three (3) calendar days, but no later than seven (7) calendar days after resurfacing. If the Contractor fails to place the striping and markings in the time period allowed, the Contractor shall pay liquidated damages of $500 per calendar day for each street that is not completed.

This item of work includes full compensation for placing traffic striping and pavement markings of varying details, colors, and widths. Where a detail includes retroreflective or other type pavement markers, the markers are considered included with this item and no additional payment will be allowed therefor.

Payment shall be at the lump sum price bid of traffic stripe and pavement markings placed per plan and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 23 - PEDESTRIAN HYBRID BEACONS INSTALLATION
The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials required for a fully functional Pedestrian Hybrid Beacon at nine intersections as indicated on the Plan sheets and these Specifications.

Contractor shall furnish and install traffic signal standards as specified in the pole schedules, Type 332-traffic signal cabinets with 2070 ATCex controllers, with D4 software or approved equal, as specified in the Plans and these Provisions. Contractor shall be responsible for all necessary hardware to stand and install all equipment. Contractor to provide and install LED luminaire for the mastarm traffic signal standards. Contractor shall provide and install foundations for all traffic signals and traffic signal cabinet.

Also included in the work shall be installing new curb ramps, truncated domes, conduits, conductors, pull boxes, pedestrian pushbuttons, traffic signal displays with mounting brackets, louvers, pedestrian push buttons, and all appurtenances shown on the Plans and called for in these Special Provisions to ensure a complete installation and functioning Pedestrian Hybrid Beacon system.
The fully wired traffic signal cabinet and controller cabinets furnished by the Contractor shall be tested by the City's Traffic Signal Maintenance staff before installation. The Contractor shall coordinate with the City's Streetlight and Traffic Signal Maintenance Staff to get the cabinet's tested. All cost associated with the loading unloading and picking up of the cabinet and controller shall be included in this bid item.

The contractor shall configure and test the pedestrian hybrid beacon system, for a fully functional traffic signal system.

Contractor shall also coordinate all work related to the fiber optic installation with the City’s Traffic Operations Center.

Work also includes removing all project related Underground Service Alert (USA) marks from the project site. Contractor shall also remove all tire marks, equipment marks, machinery marks, and other liquids, such as oil and machinery coolant, on the sidewalk, driveway, curb ramp areas that was caused by the contractor during construction.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.
SECTION 12 .CONTRACT PROVISIONS FOR FEDERAL AID CONSTRUCTION CONTRACTS

Final Report of Utilization of Disadvantaged Businesses (Exhibit 17-F)
Disadvantaged Business Enterprises (DBE) Certification Status (Exhibit 17-O)
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 "SHB contracting officer", "SHB resident engineer", or "authorized representative of the SHB", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VI, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VI of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture

2. Address of joint venture

3. Phone number of joint venture

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.)

   a. Describe the role of the MBE firm in the joint venture.

   b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer:

5. Nature of the joint venture's business

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership?

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).
a. Profit and loss sharing.
b. Capital contributions, including equipment.
c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

a. Financial decisions

b. Management decisions, such as:

1. Estimating

2. Marketing and sales

3. Hiring and firing of management personnel

4. Purchasing of major items or supplies

c. Supervision of field operations

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment thereof and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

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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)

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 47 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 ensure 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. 149a(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 perform 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 conforming 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)(ii) 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 journeymen'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 they 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 journeymen 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 journeymen 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).


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 5.5(b). 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 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 performances. Such term shall 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 health and safety 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 of 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 contract). “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 debarred, 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.epis.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 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 contractor). “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.epis.gov), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the
department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*****

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*****

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER SUBCONTRACTORS

CEM-2402F (REV 02/2008)

<table>
<thead>
<tr>
<th>ITM NO.</th>
<th>DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED</th>
<th>COMPANY NAME AND BUSINESS ADDRESS</th>
<th>PRIME CONTRACTOR</th>
<th>BUSINESS ADDRESS</th>
<th>ADMINISTERING AGENCY</th>
<th>CONTRACT COMPLETION DATE</th>
<th>ESTIMATED CONTRACT AMOUNT</th>
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<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED</th>
<th>COMPANY NAME AND BUSINESS ADDRESS</th>
<th>DBE CERT. NUMBER</th>
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<thead>
<tr>
<th>CONTRACT PAYMENTS</th>
<th>NON-DBE</th>
<th>DBE</th>
<th>BA UDBE</th>
<th>APA UDBE</th>
<th>NA UDBE</th>
<th>W UDBE</th>
<th>DATE WORK COMPLETE</th>
<th>DATE OF FINAL PAYMENT</th>
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</table>

| ORIGINAL COMMITMENT | $       | TOTAL $ | $ |   | $       | $ |

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE

BUSINESS PHONE NUMBER

DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER'S SIGNATURE

BUSINESS PHONE NUMBER

DATE

Copy Distribution-Caltrans contracts:

Original - District Construction

Copy - Business Enterprise Program

Copy - Contractor

Copy - Resident Engineer

Copy Distribution-Local Agency contracts:

Original - District Local Assistance Engineer (submitted with the Report of Expenditure)

Copy - District Local Assistance Engineer

Copy - Local Agency file
EXHIBIT 17-F
Local Assistance Procedures Manual
Final Report—Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors
CEM 2402(F) (Rev. 02/2008)

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

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:

<table>
<thead>
<tr>
<th>DBE Program Status</th>
<th>Column to be used</th>
</tr>
</thead>
<tbody>
<tr>
<td>If program status shows DBE only with no other programs listed</td>
<td>DBE</td>
</tr>
<tr>
<td>If program status shows DBE, Black American</td>
<td>BA UDBE</td>
</tr>
<tr>
<td>If program status shows DBE, Asian-Pacific Islander</td>
<td>APA UDBE</td>
</tr>
<tr>
<td>If program status shows DBE, Native American</td>
<td>NA UDBE</td>
</tr>
<tr>
<td>If program status shows DBE, Woman</td>
<td>W UDBE</td>
</tr>
</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>CONTRACT NUMBER</th>
<th>COUNTY</th>
<th>ROUTE</th>
<th>POST MILES</th>
<th>ADMINISTERING AGENCY</th>
<th>CONTRACT COMPLETION DATE</th>
<th>ESTIMATED CONTRACT AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>PRIME CONTRACTOR</td>
<td>BUSINESS ADDRESS</td>
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</tbody>
</table>

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while under your employ, whether for conformance with the Special Provisions.

Attach DBE certification/Decertification letter in accordance with the Special Provisions.

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO.</th>
<th>SUBCONTRACT NAME AND BUSINESS ADDRESS</th>
<th>BUSINESS PHONE</th>
<th>CERTIFICATION NUMBER</th>
<th>AMOUNT PAID WHILE CERTIFIED</th>
<th>CERTIFICATION/DECERTIFICATION DATE Letter attached</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

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 Contractor 3) Local Agency 4) Resident Engineer

LPP 11-05

Page 17-43
December 12, 2011
EXHIBIT 17-O
Disadvantaged Business Enterprises (DBE) Certification Status Change

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 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:

**HSIP HYBRID PEDESTRIAN SIGNALS PROJECT**
*(T15145100)*

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:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
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<td>2</td>
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<td>LS</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
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<td>3</td>
<td>Clearing and Grubbing</td>
<td>1</td>
<td>LS</td>
<td>$5,000.00</td>
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<td>Traffic Control Systems</td>
<td>1</td>
<td>LS</td>
<td>$45,000.00</td>
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<td>5</td>
<td>Measure A Signs</td>
<td>1</td>
<td>LS</td>
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<td>6</td>
<td>Roadway Excavation and Grading</td>
<td>203</td>
<td>CY</td>
<td>$50.00</td>
<td>$10,150.00</td>
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<td>7</td>
<td>Aggregate Base (Class 2) To Place</td>
<td>267</td>
<td>TON</td>
<td>$50.00</td>
<td>$13,350.00</td>
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<td>8</td>
<td>Asphalt Concrete Pavement (3/4&quot;) To Place</td>
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<td>TON</td>
<td>$125.00</td>
<td>$6,750.00</td>
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<td>9</td>
<td>Decomposed Granite Paving (4&quot; Depth)</td>
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<td>SF</td>
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<td>$1,680.00</td>
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<td>Slurry Seal (Type II) To Place</td>
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<td>SY</td>
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<td>3.5&quot; PCC Sidewalk &amp; Curb Ramps To Construct</td>
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<td>SF</td>
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<td>$56,340.00</td>
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<td>LF</td>
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<td>Curb Type 3 (Mod) To Construct</td>
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<td>LF</td>
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<td>Curb Type 14 To Construct</td>
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<td>LF</td>
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<td>$1,860.00</td>
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<td>15</td>
<td>Construct Pavers with Sand Base</td>
<td>43</td>
<td>SF</td>
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### CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

<p>| | | | | | | |</p>
<table>
<thead>
<tr>
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(F) – denotes final pay quantity

**CONTRACTOR NAME:** Tim Paxin’s Pacific Excavation, Inc.

**Total:** $1,057,155.00

It is understood that this Bid Proposal is based upon completion of the Work within a period of **ONE HUNDRED TWENTY (120) 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.

Work under these Special Provisions includes general engineering contractor and electrical contractor tasks as defined by the California Business and Professional Code, the California Code of Regulations, and the California Contractors State License Board (CCLSB). The Contractor shall have a current and active Class A – General Engineering Contractor License issued by the CCLSB at the time of the bid submittal and throughout the construction period. The Contractor, and/or subcontractors performing electrical contractor tasks, shall also have a current and active Class C10 – Electrical Contractor License issued by the CCLSB at the time of the bid submittal and throughout the construction period. The Contractor shall include the license numbers, names of licensees, and any cited violations and violation investigations by the CCLSB within three years prior to the date of the bid submittal in the bid proposal. Failure to include this information will cause the bid to be deemed non-responsive.

**Class A License Number:** 694400
**Name and Address of Licensee:** Tim Paxin’s Pacific Excavation, Inc.
**Issue Date:** 8/15/1994
**Expiration Date:** 8/14/2016
**Violations Status:**

**Class C10 License Number:** 694400
**Name and Address of Licensee:** Tim Paxin’s Pacific Excavation, Inc.
**Issue Date:** 11/30/1994
**Expiration Date:** 11/30/2016
**Violations Status:**
SCHEDULE OF VALUES (COST BREAKDOWN)

JOB NAME: HSIP HYBRID PEDESTRIAN SIGNALS PROJECT

BI: 23

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</table>

BI #23 AMOUNT $741,954.00
Provide a Schedule of Values (cost break-down) for each lump sum electrical item(s) and "Thermoplastic Traffic Stripe and Pavement Markings To Place". The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed non-responsive. The cost break-down shall be submitted to the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814.

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Add. #</th>
<th>DATE</th>
<th>11/10/10</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DATE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DATE</td>
<td></td>
</tr>
</tbody>
</table>

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

Tim Pauco's Pacific Excavation Inc. - Corporation
HSIP Hybrid Pedestrian Signals  
T15145100  
Addendum No. 1

November 10, 2016.

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

(a) By acknowledging receipt, on the bid proposal form submitted; or
(b) By separate letter or email which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, may result in rejection of your offer. If by virtue of this addendum you decide to change an offer already submitted, such change may be made by email or letter, provided such email or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Kaleb Halle at (916) 808-7020 or khaile@cityofsacramento.org.

Respectfully,

Jose R. Ledesma  
Contracts & Compliance Specialist

[Signature]

Enclosure
HSIP Hybrid Pedestrian Signals
T15145100
Addendum No. 1

ITEM 1   Revised Davis Bacon Wages – CA160009 10/28/16 CA9 Mod 12
CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

Bid Proposal
Page 4 of 4

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:

($ 105,715.50) not less than ten percent (10%) of amount Bid Proposal

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

CONTRACTOR: Tim Paxon's Pacific Excavation, Inc.

By Prescilla Castelum
(Signature)

Prescilla Castelum
(Print or Type)

Title Corporate Secretary
Address 9750 Kent St., Elk Grove, CA 95624
Telephone No. 916-686-2800
Fax No. 916-686-28016

Date 11-9-16

Contractor's License No. 624400
Type A C-10

Expiration Date 8/31/2018

Tax I.D. Nos.- Fed. 95-4399585
State California

City of Sacramento Business Operation Tax Certificate No.
(City will not award contract if Certificate Number is missing.)
DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

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 of 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:  

<table>
<thead>
<tr>
<th>Date</th>
<th>Violation Type</th>
<th>Place of Occurrence</th>
</tr>
</thead>
</table>

If additional space is required use back of this form.

* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID: THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Tim Paxin's Pacific Excavation, Inc.

BY: PUCSCIANA FASTELUMI Corporate Secretary Date: 11/9/16

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.
# Subcontractors List

**Read the following requirement carefully.** To be eligible for award of this contract, the bidder shall list any business and all subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work/services listed. The inclusion of false information or the omission of required information will render the bid non-responsive.

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<th>Contact</th>
<th>Miguel Quiroa</th>
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<tr>
<td>Address</td>
<td>40 box 1177</td>
<td>Phone</td>
<td>707-673-0387</td>
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<tr>
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<th>Cory Cage</th>
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<td>Phone</td>
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REQUIREMENTS FOR THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Tim Paxin's Pacific Excavation, Inc.
Name of Contractor
97916 Kent Street, Elk Grove, CA, 95624
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

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.

Prescilla Castellum
Signature of Authorized Representative

11-9-16
Date

Prescilla Castellum
Print Name

Corporate Secretary
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 . . .

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

City of Sacramento
Contract Services Unit
5730 24th St, Bldg 1
Sacramento, CA 95822

o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

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

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire Page 1 of 6
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:

   694400 A & C-10 8/31/2018

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

Minimum Qualifications Questionnaire
Page 2 of 6
6. Answer either subsection A or B, as applicable:

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

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

☐ Yes ☒ No ☐ Not applicable

OR

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

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

☐ Yes ☐ No ☐ Not applicable

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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**FOR CITY CLERK USE ONLY**

DATE ADOPTED: July 31, 2007

RESOLUTION NO.: 2007-574

Minimum Qualifications Questionnaire
Page 3 of 6

Page 184 of 389
9. Answer either subsection A or B, as preferred:

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

☐ Yes   ☒ No

OR

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

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

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

☐ 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

Minimum Qualifications Questionnaire
Page 4 of 6
11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of $100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

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

☐ Yes  ☒ No

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

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

☐ Yes  ☒ No

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

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

☐ Yes  ☒ No

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

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

☐ Yes  ☒ No

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 5 of 6
VERIFICATION AND SIGNATURE

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

Signed at 840 Drive, California, on 11-9-16.

(Location) (Date)

Signature: Prescilla Gastelum
Print name: Prescilla Gastelum
Title: Corporate Secretary

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

Minimum Qualifications Questionnaire
Page 6 of 6
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder, Tim Paxin's Pacific Excavation, Inc., proposed subcontractor, Quinmic Contracting, Inc., 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.
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder, Tim Paxin's Pacific Excavation, Inc., proposed subcontractor American Pavement Systems, hereby certifies that he has X, has not __, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Tim Pacin’s Pacific Excavation Inc., proposed subcontractor Integrity Data & Survey, hereby certifies that he has X, has not, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder, Tim Paxin's Pacific Excavation, Inc., proposed subcontractor Centerline Grouping Co., hereby certifies that he has X, has not _, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
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.

N/A
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 judgment 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.

N/A

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.

N/A

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.
NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

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

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

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

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.
DISCLOSURE OF LOBBYING ACTIVITIES
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
   - □ a. contract
   - □ b. grant
   - □ c. cooperative agreement
   - □ d. loan
   - □ e. loan guarantee
   - □ f. loan insurance

2. Status of Federal Action:
   - □ a. bid/offner/award
   - □ b. initial award
   - □ c. post-award

3. Report Type:
   - □ a. initial
   - □ b. material change

For Material Change Only:
   - year ________
   - quarter ________
   - date of last report ________

4. Name and Address of Reporting Entity
   - □ Prime
   - □ Subawardee
   - Tier ________, if known

   Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

   Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

   CFDA Number, if applicable ________

8. Federal Action Number, if known ________

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

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 X

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   Signature: ____________________________
   Print Name: ____________________________
   Title: ____________________________
   Telephone No. (914) 680-2800 Date: 11/9/96
   Authorized for Local Reproduction
   Standard Form - L.L.L.

Federal Use Only:
INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or
receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form
is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or
employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in
connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is
inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance
published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome
   of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the
   information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last,
   previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check
   the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subawardee 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 influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last
        Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying
    entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that
    apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the
    nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and
    the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with
    Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of
    Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

Submit this form with the Executed Contract. If you fail to submit your D-U-N-S Number, the Department will not approve the contract.

CONTRACT NUMBER: 115145100
CONTRACTOR NAME: Tim Paxin's Pacific Excavation Inc.

BUSINESS ADDRESS (D-U-N-S Number Location):

STREET: 9796 Kent Street
CITY: Elk Grove
STATE: CA
ZIP CODE: 95624

D-U-N-S Number: 176089142

Contact Name: Prescilla Castelum

Telephone No: 916-682-2800
SECTION 13 BID PROPOSAL FORMS

Bid Proposal Form
Bid Proposal Guarantee
Drug Free Workplace Policy and Affidavit
List of Subcontractors
Non-Discrimination in Employee Benefits Ordinance Certification
Minimum Qualifications Questionnaire
Equal Employment Opportunity Certification
Public Contract Code Section 10285.1 Statement
Public Contract Code Section 10162 Questionnaire
Public Contract Code Section 10232 Statement
Non Collusion Affidavit
Debarment and Suspension Certification
Nonlobbying Certification for Federal-Aid Contracts
Disclosure of Lobbying Activities Form and Instructions
Local Agency Bidder - DBE Commitment (Exhibit 15-G (1))
DBE Information – Good Faith Efforts (Exhibit 15-H)
Local Agency Bidder - DBE Information (Exhibit 15-G (2))
Excerpts from the California Labor Code Relating to Apprentices on Public Works
Duns Form
Green Contracting Survey
Title VI Language
Bidders List (Exhibit 12-G, Part I & II)
BID PROPOSAL CHECKLIST

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

<table>
<thead>
<tr>
<th>Included</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Proposal Form</td>
<td>1 – 4</td>
</tr>
<tr>
<td>Bid Proposal Guarantee</td>
<td>1 only</td>
</tr>
<tr>
<td>Drug Free Work Place Certification</td>
<td>1 only</td>
</tr>
<tr>
<td>List of Subcontractor's</td>
<td>1 only</td>
</tr>
<tr>
<td>Non-Discrimination in Employee Benefits Ordinance Certification</td>
<td>1 – 9</td>
</tr>
<tr>
<td>Minimum Qualifications Questionnaire</td>
<td>1 – 6</td>
</tr>
<tr>
<td>Equal Employment Opportunity Certification</td>
<td>1 only</td>
</tr>
<tr>
<td>Public Contract Code Section 10285.1 Statement and Public Contract Code Section 10162 Questionnaire</td>
<td>1 only</td>
</tr>
<tr>
<td>Public Contract Code Section 10232 Statement</td>
<td>1 only</td>
</tr>
<tr>
<td>Non Collusion Affidavit</td>
<td>1 only</td>
</tr>
<tr>
<td>Debarment and Suspension Certification</td>
<td>1 only</td>
</tr>
<tr>
<td>Non-Lobbying Certification for Federal-Aid Contracts</td>
<td>1 only</td>
</tr>
<tr>
<td>Disclosure of Lobbying Activities Form and Instructions</td>
<td>1 – 2</td>
</tr>
<tr>
<td>Local Agency Bidder – DBE Commitment (Exhibit 15-G)*</td>
<td>1 – 2</td>
</tr>
<tr>
<td>DBE Information – Good Faith Efforts (Exhibit 15-H)*</td>
<td>1 only</td>
</tr>
<tr>
<td>DUNS FORM</td>
<td>1 only</td>
</tr>
<tr>
<td>Cost Breakdown for Lump Sum Electrical Items*</td>
<td>1 only</td>
</tr>
<tr>
<td>Bidders List (Exhibit 12-G, Part I &amp; ii)*</td>
<td>2 pages</td>
</tr>
</tbody>
</table>

* 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.
KNOW ALL MEN BY THESE PRESENTS,

That we, Tim Paxin’s Pacific Excavation, Inc.

as Principal, and Great American Insurance 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 11/16/16 for the Work specifically described as follows:

HSIP HYBRID PEDESTRIAN SIGNALS PROJECT

(T15145100)

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and within the time and manner required under the Contract Documents, enters into a written Contract, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney’s fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS WHEREOF We have hereunto set our hands and seal this day of ___________ 20__

Tim Paxin’s Pacific Excavation, Inc.

PRINCIPAL
9796 Kent Street, Elk Grove, CA 95624

James D. Emerson, Attorney-In-Fact

Gail C. Emerson

Surety
301 E. 4th Street, Cincinnati, OH 45202

Great American Insurance Company

Address

NOTARY

(Rev. 5-6-91)
GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

POWER OF ATTORNEY

No. 0 14G60

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Limit of Power</th>
</tr>
</thead>
<tbody>
<tr>
<td>JAMES D. EINERSON</td>
<td>ALL OF</td>
<td>ALL</td>
</tr>
<tr>
<td>GAIL C. EINERSON</td>
<td>GOLD RIVER,</td>
<td>$100,000,000.00</td>
</tr>
<tr>
<td>MICHELLE FURNO</td>
<td>CALIFORNIA</td>
<td></td>
</tr>
</tbody>
</table>

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16TH day of SEPTEMBER, 2015.

Attest

[Signature]

Assistant Secretary

[Signature]

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 16TH day of SEPTEMBER, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

[Signature]

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17 day of October, 2016

[Signature]

Assistant Secretary
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 ________________

On ________________ before me, Gail C. Einerson, Notary Public
(insert name and title of the officer)

personally appeared ________________

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)
CALIFORNIA ALL-PURPOSE 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 Sacramento )

On 11/9/2016 before me, Michelle L. Pereira, (Notary Public)

Date Here Insert Name and Title of the Officer

personally appeared Prescilla Gastelum

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature of Notary Public]

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ____________________________ Document Date: ____________________________
Number of Pages: _______ Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer's Name: ____________________________
☐ Corporate Officer — Title(s): ____________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________________

Signer Is Representing: ____________________________

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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

PROJECT DESCRIPTION: HSIP Hybrid Pedestrian Signals Project - Proj. No. T15145100

TOTAL CONTRACT AMOUNT: $ 1,057,155.00

BID DATE: 11/16/2016

BIDDER'S NAME: Tim Paxin's Pacific Excavation, Inc.

CONTRACT DBE GOAL: 7%

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO.</th>
<th>ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)</th>
<th>DBE CERT NO. AND EXPIRATION DATE</th>
<th>NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>#5</td>
<td>Clearing and grubbing</td>
<td>P.O. Box 1177</td>
<td>Quimiu Contracting, Inc.</td>
<td>5,000.00</td>
</tr>
<tr>
<td>#6</td>
<td>Roadway excavation &amp; grading</td>
<td>Dixon, CA. 95620</td>
<td>10,150.00</td>
<td></td>
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<tr>
<td>#7</td>
<td>Aggregate Base (class 2) to place</td>
<td>707-693-0289</td>
<td>13,350.00</td>
<td></td>
</tr>
<tr>
<td>#8</td>
<td>Asphalt concrete Pavement (3/4)</td>
<td></td>
<td>6,750.00</td>
<td></td>
</tr>
<tr>
<td>#9</td>
<td>Decomposed Granite Paving 4&quot; Depth</td>
<td></td>
<td>1,680.00</td>
<td></td>
</tr>
<tr>
<td>#11</td>
<td>3.5&quot; PCC SW curb ramps to construct</td>
<td></td>
<td>56,340.00</td>
<td></td>
</tr>
<tr>
<td>#12</td>
<td>Curb &amp; Gutter (varies types)</td>
<td></td>
<td>16,080.00</td>
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<tr>
<td>#13</td>
<td>Curb Type 3 (MOD)</td>
<td></td>
<td>6,300.00</td>
<td></td>
</tr>
<tr>
<td>#14</td>
<td>Curb Type 14</td>
<td></td>
<td>1,860.00</td>
<td></td>
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<tr>
<td>#15</td>
<td>Construct Pavers w/sand base</td>
<td></td>
<td>1,720.00</td>
<td></td>
</tr>
<tr>
<td>#17</td>
<td>Reconstruct inlet</td>
<td></td>
<td>5,300.00</td>
<td></td>
</tr>
</tbody>
</table>

For Local Agency to Complete:

Local Agency Contract Number: 
Federal-aid Project Number: 
Federal Share: 
Contract Award Date: 

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

Print Name: __________________________  Signature: __________________________  Date: ________________
Local Agency Representative

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
Quimu Contracting Inc;
P.O. Box 1177
Dixon, Ca 95620
Ph (707) 693- 0289
Fax (707) 678- 8384
Lic. # 809085

November 13, 2016

Att: Todd

Re: HSIP Hybrid Pedestrian Signal project

<table>
<thead>
<tr>
<th>Item#</th>
<th>Item description</th>
<th>Measure</th>
<th>Quantity</th>
<th>Unit price</th>
<th>Item Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Clearing &amp; Grubbing for our work</td>
<td>LS</td>
<td>1</td>
<td>$ 5,000.00</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Traffic Control System our work</td>
<td>LS</td>
<td>1</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Roadway Excavation and grading</td>
<td>CY</td>
<td>203</td>
<td>$ 50.00</td>
<td>$10,150.00</td>
</tr>
<tr>
<td>7</td>
<td>Aggregate Base (Class 2) to place</td>
<td>Ton</td>
<td>267</td>
<td>$ 50.00</td>
<td>$13,350.00</td>
</tr>
<tr>
<td>8</td>
<td>Asphalt Concrete Pavement (3/4)</td>
<td>Ton</td>
<td>54</td>
<td>$125.00</td>
<td>$ 6,750.00</td>
</tr>
<tr>
<td>9</td>
<td>Decomposed granite paving (4&quot; depth)</td>
<td>SF</td>
<td>42</td>
<td>$ 40.00</td>
<td>$ 1,680.00</td>
</tr>
<tr>
<td>11</td>
<td>3.5” PCC SW curb ramps to construct</td>
<td>SF</td>
<td>1878</td>
<td>$ 30.00</td>
<td>$56,340.00</td>
</tr>
<tr>
<td>12</td>
<td>Curb and Gutter (Varies types)</td>
<td>LF</td>
<td>268</td>
<td>$ 60.00</td>
<td>$16,080.00</td>
</tr>
<tr>
<td>13</td>
<td>Curb Type 3 (Mod)</td>
<td>LF</td>
<td>105</td>
<td>$ 60.00</td>
<td>$ 6,300.00</td>
</tr>
<tr>
<td>14</td>
<td>Curb Type 14</td>
<td>LF</td>
<td>31</td>
<td>$ 60.00</td>
<td>$ 1,860.00</td>
</tr>
<tr>
<td>15</td>
<td>Construct Pavers with sand base</td>
<td>SF</td>
<td>43</td>
<td>$ 40.00</td>
<td>$ 1,720.00</td>
</tr>
<tr>
<td>17</td>
<td>Reconstruct inlet</td>
<td>EA</td>
<td>2</td>
<td>$2,650.00</td>
<td>$ 5,300.00</td>
</tr>
<tr>
<td></td>
<td>Total Bid</td>
<td></td>
<td></td>
<td></td>
<td>$149,530.00</td>
</tr>
</tbody>
</table>

Exclusions, Clarifications and Notes.
Exclusions: Bonds, Permits, Traffic Control Plan
Clarifications: We are excluding bonds, but are bondable at the rate of 2.5% to 100K, 1.5 from 100K to 500K and 1% over 500K. We will need 15 to 20 days to do our work.

We are certified MBE #33524 and SBE # 1770926 by Caltrans. DIR #1000013883

Thank you

Miguel Quiroz
Back To Query Form

Search Returned 1 Records

Query Criteria
Firm/DBA Name: Quimu
Firm Type: DBE

Firm ID 33624
Firm/DBA Name QUIMU CONTRACTING, INC.
Address Line1 685 PRIDDY DRIVE
Address Line2
City DIXON
State CA
Zip Code1 95620
Zip Code2
Mailing Address Line1 P.O. BOX 1177
Mailing Address Line2
Mailing City DIXON
Mailing State CA
Mailing Zip Code1 95620
Mailing Zip Code2 1177
Certification Type DBE
EMail quimu@sbcglobal.net
Contact Name MIGUEL QUIROZ
Area Code (707)
Phone Number 693-0269
Alt Area Code
Alt Phone Number
Fax Area Code (707)
Fax Phone Number 678-8384
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 03; 06; 07; 09; 17; 20; 21; 28; 29; 31; 32; 34; 39; 45; 46; 48; 49; 52; 57; 58;
Districts 01; 02; 03; 04; 06; 10;
DBE NAICS 237310; 237990; 238110; 239120; 238910;

ACDBE NAICS C1531 PLANES ASPHALT CONCRETE; C1601 CLEARING & GRUBBING; C1901 ROADWAY EXCAVATION; C1920 STRUCTURE EXCAVATION; C1930 STRUCTURE BACKFILL; C1940 DITCHES EXCAVATION; C2800 CONCRETE BASE; C5900 PRESTRESSING CONCRETE CAST-IN-PLACE; C5150 CORE CONCRETE - REPAIR BRIDGE DECK; C5501 STEEL STRUCTURES; C5570 STEEL CRIB WALL; C9980 DEMOLITION;

Work Codes

Licenses A General Engineering Contractor;
Trucks
Gender M
Ethnicity HISPANIC
Firm Type DBE

Back To Query Form
INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent
low bidder or the second or third low bidder, it must submitted and received as specified in the Special
Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid
nonresponsive.

The form requires specific information regarding the construction contract: Local Agency, Location, Project
Description, Total Contract Amount, Bid Date, Bidder’s Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be
Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by
DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a
certification number to the Contractor and expiration date. Enter the DBE prime’s and subcontractors’
certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must
be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify all DBE firms participating in the project regardless of tier. Names of the First-Tier DBE
Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names
and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars
and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of
item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished
by the DBE.) See Section “Disadvantaged Business Enterprise (DBE),” of the Special Provisions (construction
contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and
print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal
Share, Contract Award Date fields and verify that all information is complete and accurate before signing and
filing.
EXHIBIT 15-H DBE INFORMATION — GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. 1H5XX7L502Z (70) Bid Opening Date 11/11/2014

The (City/County of) City of Sacramento established a Disadvantaged Business Enterprise (DBE) goal of 7.5% 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):

<table>
<thead>
<tr>
<th>Publications</th>
<th>Dates of Advertisement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.):

<table>
<thead>
<tr>
<th>Names of DBEs Solicited</th>
<th>Date of Initial Solicitation</th>
<th>Follow Up Methods and Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Page 15-1
June 29, 2012
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.

<table>
<thead>
<tr>
<th>Items of Work</th>
<th>Bidder Normally Performs Item (Y/N)</th>
<th>Breakdown of Items</th>
<th>Amount ($)</th>
<th>Percentage Of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:

N/A
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.):

<table>
<thead>
<tr>
<th>Name of Agency/Organization</th>
<th>Method/Date of Contact</th>
<th>Results</th>
</tr>
</thead>
</table>

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.
**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.**

<table>
<thead>
<tr>
<th>Firm Name/ Address/ City, State, ZIP</th>
<th>Phone/ Fax</th>
<th>Annual Gross Receipts</th>
<th>Description of Portion of Work to be Performed</th>
<th>Local Agency Use Only (Certified DBE)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quimu Contracting, Inc.</td>
<td>707-693-0289 Phone</td>
<td>□ &lt;$1 million □ = $5 million</td>
<td>100% Bid Items 3, 6, 7, 8, 9, 11, 12, 13, 14, 15, &amp; 17 Partial Bid</td>
<td>YES</td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td>□ = $5 million</td>
<td>Item #4 TC system for their work, Clearing &amp; Grubbing.</td>
<td>NO</td>
</tr>
<tr>
<td>P.O. Box 1177</td>
<td></td>
<td>□ = $5 million</td>
<td>Roadway Exc. &amp; grading, Agg. Base, AC pavement,</td>
<td>YES list DBE #:</td>
</tr>
<tr>
<td>City State ZIP</td>
<td>707-678-8384 Fax</td>
<td>□ = $5 million</td>
<td>Decomposed granite paving, curb &amp; gutter, curb ramps, reconstruct inlet, construct pavers with sand base</td>
<td>NO</td>
</tr>
<tr>
<td>Dixon, Ca. 95620</td>
<td></td>
<td>□ &gt; $15 million</td>
<td>Age of Firm (Yrs.)</td>
<td></td>
</tr>
<tr>
<td>Amercan Pavement Systems, Inc.</td>
<td>209-522-2277 Phone</td>
<td>□ &lt;$1 million □ = $5 million</td>
<td>Partial Bid Item #10 Slurry Seal (type II) to place and post no parking and notify for slurry seal.</td>
<td>YES</td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td>□ = $5 million</td>
<td>YES list DBE #:</td>
<td>NO</td>
</tr>
<tr>
<td>1012 11th Street</td>
<td>209-408-0427 Fax</td>
<td>□ = $5 million</td>
<td>Age of Firm (Yrs.)</td>
<td></td>
</tr>
<tr>
<td>Modesto, CA. 95354</td>
<td></td>
<td>□ &gt; $15 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Centerline Striping Co., Inc.</td>
<td>916-686-8860 Phone</td>
<td>□ &lt;$1 million □ = $5 million</td>
<td>Partial Bid Item #18 Traffic Signs to place and 100% Bid Items #19 thru #22 Relocate road signs, remove road signs, traffic stripes &amp; pavement-markings to remove, thermoplastic-traffic stripe &amp; pavement markings to place</td>
<td>YES</td>
</tr>
<tr>
<td>Address</td>
<td>9847 Dino Drive Fax</td>
<td>□ = $5 million</td>
<td>YES list DBE #:</td>
<td>NO</td>
</tr>
<tr>
<td>City State ZIP</td>
<td>916-686-6875</td>
<td>□ = $5 million</td>
<td>Age of Firm (Yrs.)</td>
<td></td>
</tr>
<tr>
<td>Elk Grove, Ca. 95624</td>
<td></td>
<td>□ &gt; $15 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Integrity Data &amp; Fiber</td>
<td>916-439-2171 Phone</td>
<td>□ &lt;$1 million □ = $5 million</td>
<td>Partial Bid Item #23 Term, 12 &amp; 48 SMFO in cabinets, splice new 12 SMFO to existing 96 SMFO or 48 SMFO and test.</td>
<td>YES</td>
</tr>
<tr>
<td>Address</td>
<td>6751 Hills View Drive Fax</td>
<td>□ = $5 million</td>
<td>YES list DBE #:</td>
<td>NO</td>
</tr>
<tr>
<td>City State ZIP</td>
<td></td>
<td>□ &gt; $15 million</td>
<td>Age of Firm (Yrs.)</td>
<td></td>
</tr>
</tbody>
</table>

**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 | DBE Status: Yes or No | DBE Status: Code of Federal Regulations
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compass Eng. Contractors, Inc.</td>
<td>Phone</td>
<td>$&lt; 1 million</td>
<td>Bid Item 21 and 22. Traffic Stripes &amp; pavement markings to remove and Thermoplastic traffic Stripe &amp; pavement markings to place</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td></td>
<td>510-264-0225</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25056 Viking Street</td>
<td>Fax</td>
<td>$&lt; 15 million</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>City State ZIP</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hayward, CA. 94545</td>
<td>510-264-0235</td>
<td>$&gt; 15 million</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chrisp Company</td>
<td>Phone</td>
<td>$&lt; 1 million</td>
<td>Bid Item 18 thru 22. Traffic sign to place, relocate &amp; remove roadside signs, Traffic Stripes &amp; pavement markings to remove and Thermoplastic traffic Stripe &amp; pavement markings to place</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td></td>
<td>530-406-2220</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1805 East Beamer Road</td>
<td>Fax</td>
<td>$&lt; 10 million</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>City State ZIP</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Woodland, CA. 95776</td>
<td>530-406-2221</td>
<td>$&lt; 15 million</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FBD Vanguard Construction</td>
<td>Phone</td>
<td>$&lt; 1 million</td>
<td>Bid Items 4, 6, 7, 8, 11 thru 14. Traffic control, roadway exc., aggregate base, ac pavement, sidewalk curb &amp; ramps, curb &amp; gutter, curb-type 3 MOD, curb-type 14</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td></td>
<td>925-245-1300</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>651 Enterprise Court</td>
<td>Fax</td>
<td>$&lt; 10 million</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>City State ZIP</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Livermore, CA. 94550</td>
<td>925-245-1007</td>
<td>$&gt; 15 million</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All-American Construction, Inc.</td>
<td>Phone</td>
<td>$&lt; 5 million</td>
<td>Bid Items 3, 6 thru 9 &amp; 11 thru 17. Clear and grub, roadway exc., aggregate base, ac pavement, decomposed granit paving, sidewalk curb &amp; ramps, curb &amp; gutter, curb-type 3 MOD, curb-type 14, construct pavers with sand, chain link fence, reconstruct DI</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td></td>
<td>530-763-4053</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1200 Market Street, Ste. A</td>
<td>Fax</td>
<td>$&lt; 15 million</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>City State ZIP</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yuba City, Ca. 95991</td>
<td>530-267-5236</td>
<td>$&gt; 15 million</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Distribution:** 1) Original – Local Agency File
# EXHIBIT 12-G

**Bidder's List of Subcontractors (DBE and Non-DBE)**

**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.

<table>
<thead>
<tr>
<th>Firm Name/ Address/ City, State, ZIP</th>
<th>Phone/ Fax</th>
<th>Annual Gross Receipts</th>
<th>Description of Portion of Work to be Performed</th>
<th>Paid Firm (YES or NO)</th>
<th>Certified DBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied West Construction Co.</td>
<td>Phone</td>
<td>&lt; $1 million</td>
<td>Bid Item 3, 4, 6 Thru 9, 11 thru 15 &amp; 17, Clear and grub, &amp; gutter, curb type 3 MOD, curb type 14, construct pavers with sand, reconstruct DI</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>P.O. Box 530</td>
<td>Fax</td>
<td>&lt; $5 million</td>
<td>Traffic control, roadway exc., aggregate base, ac pavement, decomposed granite paving, sidewalk curb &amp; ramps, curb Type 3 MOD, curb type 14, construct pavers with sand, reconstruct DI</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Penryn, Ca. 95663</td>
<td>Phone</td>
<td>&lt; $10 million</td>
<td>Bid Item 10. Slurry seal to place</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pavement Coatings Co.</td>
<td>Phone</td>
<td>&lt; $15 million</td>
<td>Bid Items 1, 4 &amp; 10. Mobilization, traffic control, slurry seal to place</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>10240 San Sevaine Way</td>
<td>Fax</td>
<td>&gt; $15 million</td>
<td>Bid Items 4, 5, 18, 19, &amp; 20. Traffic control system, measure A signs, traffic sign to place, relocate &amp; remove roadside signs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City State ZIP</td>
<td>Phone</td>
<td>&lt; $5 million</td>
<td>Bid Items 4, 5, 18, 19, &amp; 20. Traffic control system, measure A signs, traffic sign to place, relocate &amp; remove roadside signs</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Jurupa Valley, CA. 91752</td>
<td>Phone</td>
<td>&lt; $5 million</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermountain Slurry Seal, Inc.</td>
<td>Phone</td>
<td>&lt; $5 million</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elk Grove, Ca. 95624</td>
<td>Phone</td>
<td>&lt; $5 million</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Statewide Traffic Safety &amp; Signs</td>
<td>Phone</td>
<td>&lt; $10 million</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7920 Cucamonga Ave.</td>
<td>Phone</td>
<td>&lt; $5 million</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City State ZIP</td>
<td>Phone</td>
<td>&lt; $5 million</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sacramento, Ca. 95826</td>
<td>Phone</td>
<td>&lt; $5 million</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>Firm Name/ Address/ City, State, ZIP</th>
<th>Phone/ Fax</th>
<th>Annual Gross Receipts</th>
<th>Description of Portion of Work to be Performed</th>
<th>Local Agency Use Only (Certified DBE #)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
<td><strong>Phone</strong></td>
<td><strong>Fax</strong></td>
<td><strong>$</strong> million</td>
<td><strong>Bid Item</strong> 23. Pedestrian hybrid beacons</td>
</tr>
<tr>
<td>Road-Tech Safety Services, Inc.</td>
<td>530-672-0222</td>
<td></td>
<td>$&lt; $1 million</td>
<td>Bid Item 23. Pedestrian hybrid beacons</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td><strong>Fax</strong></td>
<td></td>
<td>$&lt; $5 million</td>
<td></td>
</tr>
<tr>
<td>4151 S. Shingle Road, Unit 1</td>
<td></td>
<td></td>
<td>$&lt; $10 million</td>
<td></td>
</tr>
<tr>
<td><strong>City State ZIP</strong></td>
<td><strong>Phone</strong></td>
<td></td>
<td>$&gt; $15 million</td>
<td></td>
</tr>
<tr>
<td>Shingle Springs, Ca. 95682</td>
<td>530-672-0622</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td><strong>Phone</strong></td>
<td></td>
<td>$&lt; $1 million</td>
<td>Bid Item 10. Slurry seal to place</td>
</tr>
<tr>
<td>California Pavement Maintenance Co., Inc.</td>
<td>916-381-8033</td>
<td></td>
<td>$&lt; $5 million</td>
<td>Bid Item 10. Slurry seal to place</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td><strong>Fax</strong></td>
<td></td>
<td>$&lt; $10 million</td>
<td>Bid Item 10. Slurry seal to place</td>
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<tr>
<td>9390 Elder Creek Road</td>
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<td>Bid Item 10. Slurry seal to place</td>
</tr>
<tr>
<td><strong>City State ZIP</strong></td>
<td><strong>Phone</strong></td>
<td></td>
<td>$&gt; $15 million</td>
<td>Bid Item 10. Slurry seal to place</td>
</tr>
<tr>
<td>Sacramento, CA. 95829</td>
<td>916-381-3703</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td><strong>Phone</strong></td>
<td></td>
<td>$&lt; $1 million</td>
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</tr>
<tr>
<td><strong>Address</strong></td>
<td><strong>Fax</strong></td>
<td></td>
<td>$&lt; $5 million</td>
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<tr>
<td>City State ZIP</td>
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<td>$&lt; $10 million</td>
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<tr>
<td><strong>City State ZIP</strong></td>
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<td>$&gt; $15 million</td>
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<tr>
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<tr>
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<tr>
<td>City State ZIP</td>
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</tr>
<tr>
<td><strong>City State ZIP</strong></td>
<td><strong>Phone</strong></td>
<td></td>
<td>$&gt; $15 million</td>
<td></td>
</tr>
</tbody>
</table>

Distribution: 1) Original – Local Agency File
Title VI Language

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

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

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

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

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

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

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:**
The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
SECTION 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 January 17, 2017, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Tim Paxin’s Pacific Excavation, Inc., 9796 Kent Street, Elk Grove, CA 95624 ("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:

HSIP Hybrid Pedestrian Signals Project (PN: T15145100)

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 one hundred and twenty (120) 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.

Form approved by City Attorney 7-22-16
B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of $1,200.00 for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or
indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 19.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Work performed by Contractor under this Contract. No additional compensation will be provided for Contractor’s insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

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

A. **Minimum Scope & Limits of Insurance Coverage**

1. **Commercial General Liability Insurance** providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

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

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

3. **Excess Insurance**: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

4. **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 EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed
to:
certificates-sacramento@riskworks.com

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

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

21. EXCUSABLE DELAYS

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

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

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

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

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

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

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

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

27. TERMINATION FOR CONVENIENCE

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

A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;

B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and

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

28. TERMINATION FOR BREACH OF CONTRACT

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

DATE 12.12.16

CONTRACTOR
Tim Paxin's Pacific Excavation, Inc

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

BY Tim Paxin

Print Name
President

Title

BY Dillan Gastellum
President Gastellum

Print Name
Corporate Secretary

Title

Federal ID# 95.4395685

State ID# 1845174

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

Type of Business Entity (check one):

_____ Individual/Sole Proprietor

_____ Partnership

X Corporation

_____ Limited Liability Company

_____ Other (please specify:____________________)

CITY OF SACRAMENTO

a municipal corporation

Original/Approved As To Form:

City Attorney

Form approved by City Attorney 7-22-16

DATE __________________________

BY ______________________________

For: Howard Chan, City Manager

Attest:

City Clerk
CITY OF SACRAMENTO
PERFORMANCE BOND

Department of PUBLIC WORKS
Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Tim Paxin’s Pacific Excavation, Inc., 9796 Kent Street, Elk Grove, CA 95624 as principal, hereinafter called Contractor, a contract for construction of:

HSIP Hybrid Pedestrian Signals Project (PN: T15145100)

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):

Great American Insurance Company, 301 E. 4th Street, Cincinnati, Ohio 45202

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:

ONE MILLION FIFTY SEVEN THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS ($1,057,155.00), 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 17 Jan 2017.

Tim Paxin's Pacific Excavation, Inc.
By: [Signature] (Contractor) (Seal)
Title: Corporate Secretary

Great American Insurance Company
By: [Signature] (Surety) (Seal)
Title: James B. Emerson, Attorney-In-Fact

ORIGINAL APPROVED AS TO FORM:

[Signature]
City Attorney

Form approved by CAO 7-1-12
CITY OF SACRAMENTO  
PAYMENT BOND  
Department of PUBLIC WORKS  
Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Tim Paxin's Pacific Excavation, Inc., 9796 Kent Street, Elk Grove, CA 95624

hereinafter called Contractor, a contract for construction of:

HSIP Hybrid Pedestrian Signals Project (PN: T15145100)

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):

Great American Insurance Company, 301 E. 4th Street, Cincinnati, Ohio 43202

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 ONE MILLION FIFTY SEVEN THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS ($1,057,155.00), 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 Jan. 17, 2017.

Tim Paxin’s Pacific Excavation, Inc.

By (Contractor) D. Atchley
Title Corporate Secretary

ORIGINALLY APPROVED AS TO FORM:

City Attorney

Effective 7-1-12

Great American Insurance Company

By (Surety) J. Ebner
Title James D. Ebner, Attorney-in-Fact

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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 ____________________

On _______1/17/17_________ before me, Gail C. Einerson, Notary Public
(insert name and title of the officer)

personally appeared ______James D. Einerson________,
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)
GREAT AMERICAN INSURANCE COMPANY®
Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name
JAMES D. EINERSON
GAIL C. EINERSON
MICHELLE FURNO

Address
ALL OF
GOLD RIVER,
CALIFORNIA

Limit of Power
ALL
$100,000,000.00

No. 0 14660

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16TH day of SEPTEMBER 2015.

Attest

__________________________
Assistant Secretary

__________________________
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-9406)

STATE OF OHIO, COUNTY OF HAMILTON - ss:
On this 16TH day of SEPTEMBER, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

__________________________
Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of JAN., 2017.

__________________________
Assistant Secretary

Page 244 of 389
GUARANTEE

We hereby guarantee the HSIP Hybrid Pedestrian Signals Project (PN: T15145100) 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: 12-12-16

Signed:

Tim Paxin

Printed Name

Tim Paxin’s Pacific Excavation Inc

Company

9796 Kent Street

Address

Elk Grove CA 95624

(Rev. 5-6-91)
WORKER'S COMPENSATION CERTIFICATION
HSIP Hybrid Pedestrian Signals Project (PN: T15145100)

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

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

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

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

DATE: 12-12-11

Contractor: Tim Paxin Pacific
Excavation Inc

By: [Signature]

(Rev. 5-8-91)
Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of $250,000 or more:

1. **Definitions.** For purposes of this section, the following terms, words and phrases shall have the following meanings:

   "Certified C&D sorting facility" means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

   "Construction and demolition debris" or "C&D debris" means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

   "Divert" or "diversion" means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

   "Franchised waste hauler" means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

   "Mixed C&D debris" means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

   "Recyclable C&D debris" means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

   "Recycling facility" means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

   "Source-separated C&D debris" means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

   "Waste log" means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan.** A completed WMP (see Attachment 1) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.
3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See Attachment 2 for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see Attachment 3), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of all bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

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

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email C&D@cityofsacramento.org
This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min $40, max $800); security deposit, if applicable, is 1% of bid amount (max $10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Job Address: ____________________________
Contractor: ____________________________
Address: ______________________________

Engineering
Estimate: ___________________________
Phone: _______________________________
Email: _______________________________

B. Briefly describe the project:

____________________________________
____________________________________
____________________________________
____________________________________
____________________________________
____________________________________

C. Materials Required to be Recycled

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

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: _________________________________________________________
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.
## Certified Mixed C&D Facilities

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Waste / Elder Creek Transfer and Recovery</td>
<td>(916) 387-8425</td>
</tr>
<tr>
<td>Florin-Perkins Public Disposal</td>
<td>(916) 443-5120</td>
</tr>
<tr>
<td>L&amp;D Landfill</td>
<td>(916) 737-8640</td>
</tr>
<tr>
<td>Waste Management / K&amp;M Recycle America</td>
<td>(916) 452-0142</td>
</tr>
</tbody>
</table>

## Franchised Haulers

<table>
<thead>
<tr>
<th>Hauler Name</th>
<th>Phone Number</th>
<th>Franchise Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACES Waste Services, Inc.</td>
<td>(866) 488-8837</td>
<td>Elk Grove Waste Management, LLC</td>
<td>(916) 689-4052</td>
</tr>
<tr>
<td>Allied Waste Services</td>
<td>(916) 631-0600</td>
<td>Mini Drops, Inc.</td>
<td>(916) 686-8785</td>
</tr>
<tr>
<td>All Waste Systems, Inc.</td>
<td>(916) 456-1555</td>
<td>Norcal Waste Services of Sacramento</td>
<td>(916) 381-5300</td>
</tr>
<tr>
<td>Atlas Disposal Industries, LLC</td>
<td>(916) 455-2800</td>
<td>North West Recyclers</td>
<td>(916) 686-8575</td>
</tr>
<tr>
<td>Central Valley Waste Services, Inc.</td>
<td>(209) 369-8274</td>
<td>Waste Removal &amp; Recycling</td>
<td>(916) 453-1400</td>
</tr>
<tr>
<td>City of Sacramento Solid Waste</td>
<td>(916) 808-4839</td>
<td>Western Strategic Materials, Inc.</td>
<td>(916) 388-1076</td>
</tr>
</tbody>
</table>

## Recyclers*

<table>
<thead>
<tr>
<th>Recycler Name</th>
<th>Phone Number</th>
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</thead>
<tbody>
<tr>
<td>Bell Marine</td>
<td>(916) 442-9089</td>
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<tr>
<td>C &amp; C Paper Recycling</td>
<td>(916) 920-2673</td>
</tr>
<tr>
<td>EBI Aggregates</td>
<td>(916) 372-7580</td>
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<tr>
<td>International Paper</td>
<td>(916) 371-4634</td>
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<tr>
<td>Modern Waste Solutions</td>
<td>(916) 447-6800</td>
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<tr>
<td>PRIDE Industries, Inc.</td>
<td>(916) 640-1300</td>
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<tr>
<td>Recycling Industries, Inc.</td>
<td>(916) 452-3961</td>
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<tr>
<td>Sacramento Local Conservation Corps</td>
<td>(916) 386-8394</td>
</tr>
<tr>
<td>Smurfit-Stone Container Corporation</td>
<td>(916) 381-3340</td>
</tr>
<tr>
<td>Southside Art Center</td>
<td>(916) 387-8080</td>
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<tr>
<td>Spencer Building Maintenance, Inc.</td>
<td>(916) 922-1900</td>
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</tbody>
</table>

## Recovery Stations & Landfills

<table>
<thead>
<tr>
<th>Station Name</th>
<th>Phone Number</th>
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<tbody>
<tr>
<td>Elder Creek Recovery &amp; Transfer Station</td>
<td>(916) 387-8425</td>
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<tr>
<td>Kiefer Landfill</td>
<td>(916) 875-5555</td>
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<tr>
<td>L &amp; D Landfill</td>
<td>(916) 383-9420</td>
</tr>
<tr>
<td>North Area Recovery Station</td>
<td>(916) 875-5555</td>
</tr>
<tr>
<td>Sacramento Recycling &amp; Transfer Station</td>
<td>(916) 379-0500</td>
</tr>
<tr>
<td>Waste Management Recycle America</td>
<td>(916) 452-0142</td>
</tr>
</tbody>
</table>

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

**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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Hauler</th>
<th>Material</th>
<th>Destination</th>
<th>Amount</th>
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**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.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/7/2016

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
HUB Int'l - CAL Bronson
3636 American River Drive
Suite 200
Sacramento CA 95864

CONTACT NAME: Kerri Van Maren
PHONE: 916-480-4125
FAX: 916-993-7225
E-MAIL ADDRESS: Kerri.VanMaren@hubinternational.com

INSURED
Tim Paxin's Pacific Excavation, Inc.
9796 Kent Street
Elk Grove CA 95624

COVERAGES

CERTIFICATE NUMBER: 53154048

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 HEREBIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURED (B)</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL RISKS</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIMPAXI-01</td>
<td>COMMERICAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE OCCUR</td>
<td>CO-5G856744-A-TCT-16</td>
<td>1/1/2016 - 1/1/2017</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
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<td></td>
<td>DAMAGE TO HINTED PREMISES (EA occurrence) $300,000</td>
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<td>MED EXP (Any one person) $5,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>GENERAL AGGREGATE $2,000,000</td>
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<td>PRODUCTS - COM/POP AGG $2,000,000</td>
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<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>810-5G551977-TIL-16</td>
<td>1/1/2016 - 1/1/2017</td>
<td>COMBINED SINGLE LIMIT (EA accident) $1,000,000</td>
</tr>
<tr>
<td></td>
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<td>ALLOWED AUTOS</td>
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<td>BODILY INJURY (Per person) $</td>
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<td>SCHEDULED AUTOS</td>
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<td>BODILY INJURY (Per accident) $</td>
</tr>
<tr>
<td></td>
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<td>NON-Owned AUTOS</td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (PA accident) $</td>
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<tr>
<td></td>
<td></td>
<td>EXCESS LIABILITY</td>
<td>OCCUR CLAIMS-MADE</td>
<td></td>
<td>EACH OCCURRENCE $</td>
</tr>
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<td>AGGREGATE $</td>
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</tr>
<tr>
<td></td>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)</td>
<td>DTJUB-5G85748-1-16</td>
<td>1/1/2016 - 1/1/2017</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
</tr>
<tr>
<td></td>
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<td></td>
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<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
</tr>
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<td></td>
<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
</tr>
</tbody>
</table>

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

*($10,000 PD Deductible per Occurrence. Contractual Liability, XCU per CG0001 1001.) (General Liability Aggregate Limit per Project applies when required by written contract, CGD211 0104 is listed below with form attached to certificate.)

RE: PEI Job #16-1614, HI$P Hybrid Pedestrian Signals Project- Sacramento, Ca. - Job #FM.T15145100.

See Attached...

CERTIFICATE HOLDER

City of Sacramento
915 1 Street
Room 2000
Sacramento CA 95814

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
**ADDITIONAL REMARKS SCHEDULE**

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
</tr>
</thead>
</table>
| HUB Int'l - CAL Bronson | Tim Paxin's Pacific Excavation, Inc.  
|              | 9796 Kent Street  
|              | Elk Grove CA 95624                                      |

<table>
<thead>
<tr>
<th>CARRIER</th>
<th>NAIC CODE</th>
</tr>
</thead>
</table>

| EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

This ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

**FORM NUMBER: 25**  
**FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Additional Insured: City of Sacramento, its officials, employees, and volunteers where required by written contract.

Form: CAT353 0215, CGD246 0805, CGD316 1111, CGD370 1005, WC990376A.

Policies provide for 30 Days Notice of Cancellation, except 10 Days for Non-payment of Premium.
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

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

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS 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.

3. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS 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 an additional insured is an "insured" for Covered Autos 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 – COVERED AUTOS LIABILITY COVERAGE:

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

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 an "employee's" name, with your
COMMERCIAL AUTO

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 — COVERED AUTOS 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 — COVERED AUTOS 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 — COVERED AUTOS 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 Covered Autos 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., Limits Of Insurance, of SECTION II — COVERED AUTOS 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., Limits Of Insurance, of SECTION II — COVERED AUTOS 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 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 you will only be liable to the same extent that 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 $55 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 PROPERTY
The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property
We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(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 Property 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".

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.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED
(CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED — (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional Insured on this Coverage Part, but:
   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
   ii. Supervisory, inspection, architectural or engineering activities.
   c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:
   a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
COMMERCIAL GENERAL LIABILITY

I. How, when and where the "occurrence" or offense took place;

II. The names and addresses of any injured persons and witnesses; and

III. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3.

above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
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 Lessees 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 – COVERAGE – 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 – COVERAGE – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.

2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGE – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to “premises damage”. Exclusion f.(1)(a) does not apply to “premises damage” caused by:

a. Fire;
b. Explosion;
c. Lightning;
d. Smoke resulting from such fire, explosion, or lightning; or
e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to “premises damage” as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.
COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:
   Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will
   pay under Coverage A for damages because of "premises damage" to any one premises.
   The Damage To Premises Rented To You Limit will apply to all "property damage"
   proximately caused by the same "occurrence", whether such damage results from:
   fire; explosion; lightning; smoke resulting from
   such fire, explosion, or lightning; or water; or
   any combination of any of these causes.
   The Damage To Premises Rented To You Limit will be:

   a. The amount shown for the Damage To
   Premises Rented To You Limit on the
   Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the
   Damage To Premises Rented To You
   Limit on the Declarations of this Coverage
   Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:
   a. A contract for a lease of premises. However, that portion of the contract for
      a lease of premises that indemnifies any person or organization for "premises
      damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:
   "Premises damage" means "property damage" to:
   a. Any premises while rented to you or temporarily occupied by you with permission
      of the owner; or
   b. The contents of any premises while such premises is rented to you, if you rent such
      premises for a period of seven or fewer
      consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
   (b) That is insurance for "premises damage";
   or

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:
   b. Up to $2,500 for the cost of bail bonds
      required because of accidents or traffic
      law violations arising out of the use of any
      vehicle to which the Bodily Injury Liability
      Coverage applies. We do not have to fur-
      nish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:
   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 fail-
   ling to provide:

   (i) "Incidental medical services" by any of
      your "employees" who is a nurse practi-
      tioner, registered nurse, licensed practical
      nurse, nurse assistant, emergency med-
      ical technician or paramedic; or

   (ii) First aid or "Good Samaritan services" by
      any of your "employees" or "volunteer
      workers", other than an employed or vol-
      unteer doctor. Any such "employee" or
      "volunteer workers" providing or failing to
      provide first aid or "Good Samaritan ser-
      vices" 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 busi-
      ness.
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 per-
son will be deemed to be one "occurrence".

4. The following exclusion is added to Para-
graph 2., Exclusions, of SECTION I – COV-
ERAGES – 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 pharma-
cuticals 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 emer-
gency medical services for which no compen-
sation is demanded or received.

6. The following is added to Paragraph 4.b., Ex-
cess Insurance, of SECTION IV – COM-
MERCIAL GENERAL LIABILITY CONDI-
TIONS:
The insurance is excess over any valid and
collectible other insurance available to the in-
sured, 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 ser-
dices", 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 lim-
ited liability company, of which you are the
sole owner or in which you maintain the ma-
jority ownership interest, will qualify as a
Named Insured if there is no other insurance
which provides similar coverage to that or-
ganization. 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 con-
tinue 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 in-
jury" 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 Declara-
tions is a Named Insured if you maintain an own-
ership interest of more than 50% in such subsidi-
ary 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 off-
fense committed after the date, if any, during the
policy period, that you no longer maintain an
ownership interest of more than 50% in such sub-

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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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(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:

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:

o. 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;
COMMERCIAL GENERAL LIABILITY

if the insured has agreed in a contract or agreement to waive that insured’s right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or
b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
   c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.
PRESY NUMBER: CO-5G8574A-TCT-16

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 01-01-2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SCHEDULE

Designated Additional Insured

Address:

B. PROVISIONS

The insurance provided by another endorsement to this Coverage Part to the additional insured designated above is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". However, the insurance provided to the additional insured by that other endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

Named Insured: Tim Paxin's Pacific Excavation, Inc.
WE HAVE THE RIGHT TO RECOVER FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE [% OF THE CALIFORNIA WORKERS’ COMPENSATION PREMIUM.

SCHEDULE

ANY PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2016

Policy No. UB-5G85748-1-16

Endorsement No.

Premium

Insurance Company Travelers Prop Cas Co of America

Countersigned by

DATE OF ISSUE: ST ASSIGN:
2014 Withholding Exemption Certificate

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

Withholding Agent (Type or print)

Name

CITY OF SACRAMENTO

Payee

Name

Limfaxin's Pacific Excavation, Inc. 95-4398585

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

9794 Kent Street

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

Elk Grove CA 95624 State CA ZIP Code 95624

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) Prescilla Castelum Telephone 916-686-2800

Payee's signature Prescilla Castelum Date 12-12-16
**Form W-9**

**Title:** Request for Taxpayer Identification Number and Certification

**Department of the Treasury**

**Internal Revenue Service**

<table>
<thead>
<tr>
<th>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIM PAXIN'S PACIFIC EXCAVATION, INC.</td>
</tr>
</tbody>
</table>

**Print or type**

<table>
<thead>
<tr>
<th>2 Business name/disregarded entity name, if different from above</th>
</tr>
</thead>
</table>

**Check appropriate box for federal tax classification; check only one of the following seven boxes:**

- Individual/sole proprietor or  
- C Corporation  
- S Corporation  
- Partnership  
- Trust/estate single-member LLC  
- Limited liability company. Enter the tax classification (C=Corporation, S=Corporation, P=Partnership) →

**Note:** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  

<table>
<thead>
<tr>
<th>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Exempt payee code (if any)</td>
</tr>
<tr>
<td>- Exemption from FATCA reporting code (if any)</td>
</tr>
<tr>
<td>(Applies to accounts maintained outside the U.S.)</td>
</tr>
</tbody>
</table>

**5 Address (number, street, and apt. or suite no.)**

9796 KENT STREET  

**City, state, and ZIP code**

ELK GROVE, CA. 95624

| 7 List account number(s) here (optional) |

| 8 **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.  

<table>
<thead>
<tr>
<th><strong>Social security number</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>- - - - -</td>
</tr>
</tbody>
</table>

**or**  

<table>
<thead>
<tr>
<th><strong>Employer identification number</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>9 5 - 4 3 9 8 5 8 5</td>
</tr>
</tbody>
</table>

**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 and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and  

3. I am a U.S. citizen or other U.S. person (defined below); and  

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

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.  

**Sign Here**  

**Signature of U.S. person**

Date: 3-30-16

**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/w9.  

**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 these 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 the 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.
**BUSINESS OPERATIONS TAX CERTIFICATE**

<table>
<thead>
<tr>
<th>Business Name</th>
<th>PACIFIC EXCAVATION INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Address</td>
<td>9796 KENT ST</td>
</tr>
<tr>
<td>Owner</td>
<td>TIM P PAXIN</td>
</tr>
<tr>
<td>Type of Business</td>
<td>ELECTRICAL CONTRACTOR</td>
</tr>
<tr>
<td>Tax Classification</td>
<td>401</td>
</tr>
</tbody>
</table>

**FROM Mo. Day Yr.**
07/01/2016

**TO Mo. Day Yr.**
06/30/2017

Expires:

---

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).
SECTION 15. SCHEDULE OF WAGES DATED OCTOBER 7, 2016
General Decision Number: CA160009 10/07/2016 CA9

Superseded General Decision Number: CA20150009

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: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was 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 $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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.

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
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<tr>
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<td>01/08/2016</td>
</tr>
<tr>
<td>1</td>
<td>01/15/2016</td>
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<td>2</td>
<td>01/29/2016</td>
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<td>3</td>
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<td>03/04/2016</td>
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<td>6</td>
<td>07/08/2016</td>
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<td>7</td>
<td>07/22/2016</td>
</tr>
<tr>
<td>8</td>
<td>07/29/2016</td>
</tr>
<tr>
<td>9</td>
<td>08/12/2016</td>
</tr>
<tr>
<td>10</td>
<td>08/26/2016</td>
</tr>
<tr>
<td>11</td>
<td>10/07/2016</td>
</tr>
</tbody>
</table>

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, MENDOCINO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>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)</td>
<td></td>
</tr>
<tr>
<td>AREA 1</td>
<td>$28.30</td>
</tr>
<tr>
<td>AREA 2</td>
<td>$32.38</td>
</tr>
</tbody>
</table>

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BOIL0549-002 01/01/2013

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOILERMAKER</td>
<td></td>
</tr>
<tr>
<td>(1) Marin &amp; Solano Counties</td>
<td>$42.06</td>
</tr>
<tr>
<td>(2) Remaining Counties</td>
<td>$38.37</td>
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</tbody>
</table>

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BRCA0003-001 08/01/2013

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>MARBLE FINISHER</td>
<td>$28.05</td>
</tr>
</tbody>
</table>

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BRCA0003-004 05/01/2015

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRICKLAYER</td>
<td></td>
</tr>
<tr>
<td>AREA 1</td>
<td>$37.31</td>
</tr>
<tr>
<td>AREA 2</td>
<td>$39.99</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>TERRAZZO FINISHER</td>
<td>$33.78</td>
<td>15.73</td>
</tr>
<tr>
<td>TERRAZZO WORKER/SETTER</td>
<td>$41.81</td>
<td>25.53</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>TILE FINISHER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Area 1</td>
<td>$23.32</td>
<td>10.43</td>
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<tr>
<td>Area 2</td>
<td>$23.31</td>
<td>12.90</td>
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<tr>
<td>Area 3</td>
<td>$23.49</td>
<td>12.77</td>
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<tr>
<td>Area 4</td>
<td>$22.99</td>
<td>12.25</td>
</tr>
<tr>
<td>Tile Layer</td>
<td></td>
<td></td>
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<tr>
<td>Area 1</td>
<td>$39.42</td>
<td>12.42</td>
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<tr>
<td>Area 2</td>
<td>$37.31</td>
<td>14.19</td>
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<tr>
<td>Area 3</td>
<td>$41.87</td>
<td>14.24</td>
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<tr>
<td>Area 4</td>
<td>$38.74</td>
<td>14.19</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>MARBLE MASON</td>
<td>$39.30</td>
<td>22.48</td>
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</table>

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diver</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Tender, ROV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tender/Technician</td>
<td>$43.65</td>
<td>31.40</td>
</tr>
<tr>
<td>Diver standby</td>
<td>$48.61</td>
<td>31.40</td>
</tr>
<tr>
<td>Diver Tender</td>
<td>$47.82</td>
<td>31.40</td>
</tr>
<tr>
<td>Diver wet</td>
<td>$93.17</td>
<td>31.40</td>
</tr>
<tr>
<td>Manifold Operator (mixed gas)</td>
<td>$52.82</td>
<td>31.40</td>
</tr>
<tr>
<td>Manifold Operator (Standby)</td>
<td>$47.82</td>
<td>31.40</td>
</tr>
</tbody>
</table>

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.
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.

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Piledriver</td>
<td>$40.60</td>
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CARP0034-003 07/01/2014

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CARP0035-003 07/01/2016

<table>
<thead>
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<th>Fringes</th>
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---

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</table>

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CARP0035-009 07/01/2015

<table>
<thead>
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<th>Rates</th>
<th>Fringes</th>
</tr>
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Marin County

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>

---

CARPENTER

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>

---

Bridge Builder/Highway
Carpenter | $42.40 | 25.98
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.........................$ 42.55     25.98
Journeyman Carpenter.....$ 42.40     25.98
Millwright..................$ 42.50     27.38

--------------------------------
CARP0035-010  07/01/2016

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>Modular Furniture Installer</td>
<td></td>
</tr>
<tr>
<td>Area 1</td>
<td></td>
</tr>
<tr>
<td>Installer I..................$ 24.91</td>
<td>19.62</td>
</tr>
<tr>
<td>Installer II.................$ 21.48</td>
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</tr>
<tr>
<td>Lead Installer...............$ 28.36</td>
<td>20.13</td>
</tr>
<tr>
<td>Master Installer.............$ 32.58</td>
<td>19.63</td>
</tr>
<tr>
<td>Area 2</td>
<td></td>
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<tr>
<td>Installer I..................$ 22.26</td>
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<tr>
<td>Installer II.................$ 19.31</td>
<td>19.63</td>
</tr>
<tr>
<td>Lead Installer...............$ 25.23</td>
<td>20.13</td>
</tr>
<tr>
<td>Master Installer.............$ 28.86</td>
<td>20.13</td>
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<td>Installer I..................$ 21.31</td>
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<td>Installer II.................$ 18.54</td>
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<td>Lead Installer...............$ 24.11</td>
<td>20.13</td>
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<tr>
<td>Master Installer.............$ 31.13</td>
<td>20.13</td>
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CARP0046-001  07/01/2016

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

<table>
<thead>
<tr>
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<th>Fringes</th>
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<tbody>
<tr>
<td>Carpenters</td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway</td>
<td></td>
</tr>
<tr>
<td>Carpenter.................$ 44.40</td>
<td>28.20</td>
</tr>
<tr>
<td>Hardwood Floorlayer,</td>
<td></td>
</tr>
<tr>
<td>Shingler, Power Saw</td>
<td></td>
</tr>
<tr>
<td>Operator, Steel Scaffold &amp;</td>
<td></td>
</tr>
<tr>
<td>Steel Shoring Erector, Saw</td>
<td></td>
</tr>
<tr>
<td>Filer.........................$ 38.67</td>
<td>28.20</td>
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<tr>
<td>Journeyman Carpenter.....$ 38.52</td>
<td>28.20</td>
</tr>
<tr>
<td>Millwright..................$ 41.02</td>
<td>29.79</td>
</tr>
</tbody>
</table>

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  07/01/2016

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classification</td>
<td>Rate</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Bridge Builder/Highway</td>
<td></td>
</tr>
<tr>
<td>Carpenter</td>
<td>$44.40</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw, Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw</td>
<td></td>
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<tr>
<td>Filer</td>
<td>$37.32</td>
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<tr>
<td>Journeyman Carpenter</td>
<td>$37.17</td>
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<tr>
<td>Millwright</td>
<td>$39.67</td>
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Carpenters

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<tr>
<th>Classification</th>
<th>Rate</th>
<th>Fringes</th>
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<tr>
<td>Bridge Builder/Highway</td>
<td></td>
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</tr>
<tr>
<td>Carpenter</td>
<td>$44.40</td>
<td>28.20</td>
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<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw, Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw</td>
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<tr>
<td>Filer</td>
<td>$44.55</td>
<td>28.20</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$44.40</td>
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<tr>
<td>Millwright</td>
<td>$44.50</td>
<td>29.79</td>
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Carpenters

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Bridge Builder/Highway</td>
<td></td>
<td></td>
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<tr>
<td>Carpenter</td>
<td>$44.40</td>
<td>28.20</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw, Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Filer</td>
<td>$44.55</td>
<td>28.20</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$44.40</td>
<td>28.20</td>
</tr>
<tr>
<td>Millwright</td>
<td>$44.50</td>
<td>29.79</td>
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</table>

Carpenters

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Builder/Highway</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter</td>
<td>$44.40</td>
<td>28.20</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw, Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Filer</td>
<td>$44.55</td>
<td>28.20</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$44.40</td>
<td>28.20</td>
</tr>
<tr>
<td>Millwright</td>
<td>$44.50</td>
<td>29.79</td>
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</table>

Carpenters

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Bridge Builder/Highway</td>
<td></td>
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<tr>
<td>Carpenter</td>
<td>$44.40</td>
<td>28.20</td>
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<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw, Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw</td>
<td></td>
<td></td>
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<tr>
<td>Filer</td>
<td>$44.55</td>
<td>28.20</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$44.40</td>
<td>28.20</td>
</tr>
<tr>
<td>Millwright</td>
<td>$44.50</td>
<td>29.79</td>
</tr>
</tbody>
</table>

Carpenters
and Trinity Counties

Rates Fringes

Carpenters
Bridge Builder/Highway Carpenter.......................... $44.40 28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw
Fire...................... $37.32 28.20
Journeyman Carpenter........ $37.17 28.20
Millwright.................. $39.67 29.79

ELEC0180-001 06/01/2016

NAPA AND SOLANO COUNTIES

Rates Fringes

CABLE SPLICER.......................... $50.97 3%+20.13
ELECTRICIAN.......................... $46.31 22.52

ELEC0180-003 12/01/2015

NAPA AND SOLANO COUNTIES

Rates Fringes

Sound & Communications
 Installer.................................. $33.32 16.29
 Technician.............................. $34.32 17.33

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 12/01/2015

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  14.80
Sound & Communications
Technician..................$ 32.03  14.92

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  02/01/2016

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN</td>
<td></td>
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<tr>
<td>Remaining area</td>
<td>$39.06</td>
</tr>
<tr>
<td>Sierra Army Depot, Herlong</td>
<td>$48.83</td>
</tr>
<tr>
<td>Tunnel work</td>
<td>$41.01</td>
</tr>
</tbody>
</table>

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

---

**ELEC0401-005 07/01/2016**

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:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN</td>
<td>$38.50</td>
</tr>
</tbody>
</table>

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**ELEC0551-004 06/01/2016**

MARIN AND SONOMA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN</td>
<td>$47.40</td>
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</tbody>
</table>

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**ELEC0551-005 12/01/2015**

MARIN & SONOMA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Sound &amp; Communications</td>
<td></td>
</tr>
<tr>
<td>Installer</td>
<td>$34.32</td>
</tr>
<tr>
<td>Technician</td>
<td>$39.08</td>
</tr>
</tbody>
</table>

**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.
## DEL NORTE, MODOC and SISKIYOU COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>ELECTRICIAN.............</td>
<td>$30.44</td>
<td>16.40</td>
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## DEL NORTE, MODOC & SISKIYOU COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Construction</td>
<td></td>
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</tr>
<tr>
<td>(1) Cable Splicer......</td>
<td>$51.09</td>
<td>4%+13.30</td>
</tr>
<tr>
<td>(2) Lineman, Pole Sprayer, Heavy Line Equipment Man...</td>
<td>$45.62</td>
<td>4%+13.30</td>
</tr>
<tr>
<td>(3) Tree Trimmer......</td>
<td>$32.07</td>
<td>4%+9.80</td>
</tr>
<tr>
<td>(4) Line Equipment Man...</td>
<td>$45.62</td>
<td>4%+9.80</td>
</tr>
<tr>
<td>(5) Powdermen, Jackhammermen...</td>
<td>$34.22</td>
<td>4%+9.80</td>
</tr>
<tr>
<td>(6) Groundman...</td>
<td>$31.31</td>
<td>4%+9.80</td>
</tr>
</tbody>
</table>

---

## ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>LINE CONSTRUCTION</td>
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</tr>
<tr>
<td>(1) Lineman; Cable splicer...</td>
<td>$52.85</td>
<td>15.53</td>
</tr>
<tr>
<td>(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead &amp; underground distribution line equipment)...</td>
<td>$42.21</td>
<td>14.32</td>
</tr>
<tr>
<td>(3) Groundman...</td>
<td>$32.28</td>
<td>14.03</td>
</tr>
<tr>
<td>(4) Powderman...</td>
<td>$47.19</td>
<td>14.06</td>
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</tbody>
</table>


---

## ELEVATOR MECHANIC

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>ELEVATOR MECHANIC......</td>
<td>$60.39</td>
<td>28.38</td>
</tr>
</tbody>
</table>

---

**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.

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Leverman.................. $ 40.53</td>
<td>27.81</td>
</tr>
<tr>
<td>(2) Dredge Dozer; Heavy duty repairman............. $ 35.57</td>
<td>27.81</td>
</tr>
<tr>
<td>(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.......................... $ 34.45</td>
<td>27.81</td>
</tr>
<tr>
<td>(4) BargeMAN; Deckhand; Fireman; Leveehand; Oiler.. $ 31.15</td>
<td>27.81</td>
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**AREA 2:**

<table>
<thead>
<tr>
<th>Rates</th>
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<tbody>
<tr>
<td>(1) Leverman.................. $ 42.53</td>
<td>27.81</td>
</tr>
<tr>
<td>(2) Dredge Dozer; Heavy duty repairman............. $ 37.57</td>
<td>27.81</td>
</tr>
<tr>
<td>(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.......................... $ 36.45</td>
<td>27.81</td>
</tr>
<tr>
<td>(4) BargeMAN; Deckhand; Fireman; Leveehand; Oiler.. $ 33.15</td>
<td>27.81</td>
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</tbody>
</table>

**AREA DESCRIPTIONS**

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

**AREA 2: MODOC COUNTY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---------------------------------------------------------------------
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

<table>
<thead>
<tr>
<th>Operator</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Power Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(AREA 1)</td>
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<tr>
<td>GROUP 1</td>
<td>$39.85</td>
<td>27.44</td>
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<tr>
<td>GROUP 2</td>
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<td>GROUP 3</td>
<td>$36.84</td>
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<td>GROUP 4</td>
<td>$35.46</td>
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<td>GROUP 5</td>
<td>$34.19</td>
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<td>GROUP 6</td>
<td>$32.87</td>
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<td>GROUP 7</td>
<td>$31.73</td>
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<td>GROUP 8</td>
<td>$30.59</td>
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<td>GROUP 8-A</td>
<td>$28.38</td>
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<td>Cranes and Attachments</td>
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<td>(AREA 1)</td>
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<tr>
<td>GROUP 1</td>
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GROUP 3  
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Hydraulic.........................$32.67  
Oiler............................$31.66  
Truck Crane Oiler.............$33.89  

GROUP 4  
Cranes............................$36.43  

GROUP 5  
Cranes............................$35.13  

OPERATOR: Power Equipment  
(Tunnel and Underground Work  
- AREA 1:)  

SHAFTS, STOPES, RAISES:  
GROUP 1..........................$35.95  
GROUP 1-A.........................$38.32  
GROUP 2..........................$34.59  
GROUP 3..........................$33.36  
GROUP 4..........................$32.22  
GROUP 5..........................$31.08  

UNDERGROUND:  
GROUP 1..........................$35.85  
GROUP 1-A.........................$38.32  
GROUP 2..........................$34.59  
GROUP 3..........................$33.26  
GROUP 4..........................$32.12  
GROUP 5..........................$30.98  

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. yd. and over; Long reach excavator;  
Multiple engine scraper (when used as push pull); Power  
shovels, up to and including 1 cu. yd.; Pre-stress wire  
wrapping machine; Side boom cat, 572 or larger; Track  
loader 4 cu. yds. and over; Wheel excavator (up to and  
including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom;  
Combination backhoe and loader up to and including 3/4 cu.  
yd.; Concrete batch plant (wet or dry); Dozer and/or push  
cat; Pull-type elevating loader; Gradesetter, grade  
checker (GPS, mechanical or otherwise); Grooving and  
grinding machine; Heading shield operator; Heavy-duty  
drilling equipment, Hughes, LDH, Watson 3000 or similar;
Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skiddder; 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 convey or concrete pump, truck or equipment mounted; Concrete convey or, 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 burrn, 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); Scrde (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); Scree (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 (Vegtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals);
Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

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

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

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ALL CRANES AND ATTACHMENTS

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

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

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

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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PILEDRIVERS

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

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig
GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

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

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AREA DESCRIPTIONS:

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

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCEDE, 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: 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 Northeaster border with Shasta County
Area 2: Remainder

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

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

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ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

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<thead>
<tr>
<th>Group</th>
<th>Area</th>
<th>Rates</th>
<th>Fringes</th>
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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, Hydragrophic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscape 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

GLEN 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

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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 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 07/01/2016

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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,

$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

LAB00067-002 06/27/2016

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

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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.

LAB00067-006 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.................. $ 26.83  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
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</table>

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

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

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

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

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

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

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

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

GROUP 2: Nozleman, 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)

---------------------------------------------

LAB00185-002 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

---------------------------------------------

LAB00185-005 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
<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$34.60</td>
<td>19.49</td>
</tr>
<tr>
<td>$34.37</td>
<td>19.49</td>
</tr>
<tr>
<td>$34.12</td>
<td>19.49</td>
</tr>
<tr>
<td>$33.67</td>
<td>19.49</td>
</tr>
<tr>
<td>$33.13</td>
<td>19.49</td>
</tr>
<tr>
<td>$35.12</td>
<td>19.49</td>
</tr>
</tbody>
</table>

**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

-----------------------------------------------
LAB00261-002 06/30/2014

**MARIN COUNTY**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$28.14</td>
<td>19.03</td>
</tr>
<tr>
<td>$28.44</td>
<td>19.03</td>
</tr>
<tr>
<td>$25.94</td>
<td>19.03</td>
</tr>
</tbody>
</table>

**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.

-----------------------------------------------
LAB00261-004 06/30/2014

**MARIN COUNTY**

**Tunnel and Shaft Laborers:**
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 nozzlemen; 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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tunnel and Shaft Laborers:</td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td>$34.60</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$34.37</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$34.12</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$33.67</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$33.13</td>
</tr>
<tr>
<td>Shotcrete Specialist</td>
<td>$35.12</td>
</tr>
</tbody>
</table>

### 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

---

LAB00324-010 06/30/2014

### NAPA, SOLANO AND SONOMA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORER (Brick)</td>
<td></td>
</tr>
<tr>
<td>Mason Tender-Brick</td>
<td>$31.36</td>
</tr>
</tbody>
</table>

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* LAB01414-005 08/03/2016

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plasterer tender</td>
<td>$34.15</td>
</tr>
</tbody>
</table>

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

---

PAIN0016-004 01/01/2015

### MARIN, NAPA, SOLANO & SONOMA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painters</td>
<td>$36.45</td>
</tr>
</tbody>
</table>

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

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

PAIN0016-005 07/01/2016
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.............$ 39.66 22.61

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GLAZIER...</td>
<td>$43.48</td>
</tr>
<tr>
<td></td>
<td>24.19</td>
</tr>
</tbody>
</table>

* 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)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painters:</td>
<td></td>
</tr>
<tr>
<td>Brush and Roller......</td>
<td>$23.16</td>
</tr>
<tr>
<td>Spray Painter &amp; Paperhanger</td>
<td>$24.01</td>
</tr>
<tr>
<td>PREMIUMS:</td>
<td></td>
</tr>
<tr>
<td>Special Coatings (Brush), and Sandblasting</td>
<td>$0.50/hr</td>
</tr>
<tr>
<td>Special Coatings (Spray), and Steeplejack</td>
<td>$1.00/hr</td>
</tr>
<tr>
<td>Special Coating Spray Steel</td>
<td>$1.25/hr</td>
</tr>
<tr>
<td>Swing Stage</td>
<td>$2.00/hr</td>
</tr>
</tbody>
</table>

*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)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOFT FLOOR LAYER.........</td>
<td>$26.26</td>
</tr>
<tr>
<td></td>
<td>11.78</td>
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</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drywall</td>
<td></td>
</tr>
<tr>
<td>(1) Taper........</td>
<td>$28.08</td>
</tr>
<tr>
<td></td>
<td>12.13</td>
</tr>
<tr>
<td>(2) Steeplejack - Taper, over 40 ft with open space below........</td>
<td>$29.58</td>
</tr>
<tr>
<td></td>
<td>12.13</td>
</tr>
</tbody>
</table>
### Rates vs. Fringes

**GLAZIER**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$33.79</td>
<td>22.49</td>
</tr>
</tbody>
</table>


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

---

### HIGHWAY IMPROVEMENT

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Lot Striping/Highway Marking:</td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td>$34.26</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$29.12</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$29.46</td>
</tr>
</tbody>
</table>

**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

---

### SOFT FLOOR LAYER

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$31.79</td>
<td>14.93</td>
</tr>
</tbody>
</table>

---

**PLASTERER**

AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, 
Sacramento, Shasta, 
Sierra, Siskiyou, Solano, 
Sutter, Tehama, 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 07/01/2016

<table>
<thead>
<tr>
<th>Rate (Rates)</th>
<th>Fringe (Fringes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER...$ 32.15</td>
<td>23.21</td>
</tr>
</tbody>
</table>

PLUM0038-002 07/01/2016

MARIN AND SONOMA COUNTIES

<table>
<thead>
<tr>
<th>Rate (Rates)</th>
<th>Fringe (Fringes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)</td>
<td></td>
</tr>
<tr>
<td>(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET</td>
<td></td>
</tr>
<tr>
<td>RECOVERY RATE...............$ 57.80</td>
<td>43.21</td>
</tr>
<tr>
<td>(2) All other work - NEW CONSTRUCTION RATE............$ 68.00</td>
<td>45.09</td>
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</tbody>
</table>

PLUM0038-006 07/01/2016

MARIN & SONOMA COUNTIES

<table>
<thead>
<tr>
<th>Rate (Rates)</th>
<th>Fringe (Fringes)</th>
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</thead>
<tbody>
<tr>
<td>Landscape/Irrigation Fitter (Underground/Utility Fitter).....$ 57.80</td>
<td>33.46</td>
</tr>
</tbody>
</table>

PLUM0228-001 07/01/2016

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

<table>
<thead>
<tr>
<th>Rate (Rates)</th>
<th>Fringe (Fringes)</th>
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</thead>
<tbody>
<tr>
<td>PLUMBER...........$ 38.25</td>
<td>28.14</td>
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PLUM0343-001 07/01/2016

NAPA AND SOLANO COUNTIES

| Rate (Rates) | Fringe (Fringes) |
PLUMBER/PIPEFITTER

<table>
<thead>
<tr>
<th>Light Commercial</th>
<th>$ 30.85</th>
<th>20.40</th>
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<tbody>
<tr>
<td>All Other Work</td>
<td>$ 49.50</td>
<td>32.16</td>
</tr>
</tbody>
</table>

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

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

-------------------------------
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)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>PLUMBER/PIPEFITTER $ 30.88</td>
<td>11.51</td>
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PLUM0355-001 07/01/2015

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Utility Worker /Landscape Fitter $ 28.60</td>
<td>10.05</td>
</tr>
</tbody>
</table>

-------------------------------
PLUM0442-003 07/01/2016

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER $ 39.50</td>
<td>27.64</td>
</tr>
</tbody>
</table>

-------------------------------
PLUM0447-001 07/01/2016

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER/PIPEFITTER</td>
<td></td>
</tr>
</tbody>
</table>

Page 306 of 389
Journeyman..................$ 47.02  
Light Commercial Work........$ 36.23  

ROOF0081-006 08/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer</td>
<td>$ 36.08</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Roofer</td>
<td>$ 34.00</td>
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SFCA0483-003 08/01/2016

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

<table>
<thead>
<tr>
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<th>Fringes</th>
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<tbody>
<tr>
<td>SPRINKLER FITTER (Fire Sprinklers).................$ 59.12</td>
<td>28.33</td>
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</table>

SFCA0669-003 04/01/2016

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER..........................$ 35.71</td>
<td>20.25</td>
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</table>

SHEE0104-006 06/27/2016

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
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<tbody>
<tr>
<td>Sheet Metal Worker</td>
<td></td>
</tr>
<tr>
<td>Mechanical Contracts</td>
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</table>
| $200,000 or less.............$ 48.23 | 36.45  
| All other work.............$ 54.58 | 37.08 |

SHEE0104-009 07/01/2016

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

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>SHEET METAL WORKER............$ 40.66</td>
<td>32.13</td>
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SHEE0104-010 07/01/2016
### ALPINE COUNTY

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<td>SHEET METAL WORKER</td>
<td>$38.12</td>
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<td>SHEE0104-011 07/01/2015</td>
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**BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES**

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<tr>
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<tbody>
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<td>$34.15</td>
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### MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

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<tbody>
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<td>$35.64</td>
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**BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES**

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<tbody>
<tr>
<td>SHEET METAL WORKER Mechanical Jobs $200,000 &amp; under</td>
<td>$30.61</td>
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<tr>
<td>Mechanical Jobs over $200,000</td>
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### TRUCK DRIVER CLASSIFICATIONS

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<tr>
<td>Truck drivers: GROUP 1</td>
<td>$28.57</td>
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<tr>
<td>GROUP 2</td>
<td>$28.87</td>
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<tr>
<td>GROUP 3</td>
<td>$29.17</td>
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<tr>
<td>GROUP 4</td>
<td>$29.52</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$29.87</td>
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</tbody>
</table>

**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.
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 person haul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or service person; 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 boot person; 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 repair person; Combination boot person and road oiler; Dry distribution truck (A boot person when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or boot person); 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); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is 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: SOLA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION
SECTION 16. LABOR COMPLIANCE
LABOR COMPLIANCE REQUIREMENTS

A summary of the labor compliance requirements will be presented at the pre-construction meeting. However, please read the attached documents relating to the labor compliance requirements and expectations for this project. You will be required to sign the labor compliance acknowledgment at the pre-construction meeting if you are awarded the project. For any questions regarding these requirements, please contact Jose R. Ledesma at jledesma@cityofsacramento.org, 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 LCPTTracker.

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 LCPTTracker, 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 REFERENCE GUIDE
Start-Up Documents Due Prior to 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. Fringe Benefit Statement:
   a) Asterisk or note any form of benefits that are included in the payroll reports “hourly” rate of pay for each trade used.
   b) If fringe payments are made directly to the employee in lieu of fringes please note “paid in cash” under the applicable fringe payment and breakdown that amount paid in cash.
   c) Must be re-submitted when wage rates are updated, with effective dates and/or any changes in fringes are made.

3. 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.
4. **DAS-7 - Agreement to Train Apprentices Form:**
   a) **IF Applicable:**
      i. Submit your DAS-7 or equivalent certification and upload into LCPtracker.net under the e-Documents tabs and inform the labor compliance person monitoring your project. This form can be submitted with your DAS-140 form.

5. **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 than the California Labor Codes & Regulations.
   d) Template available for download can be found at:
      http://www.dir.ca.gov/DAS/PublicWorksForms.htm
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) If applicable fringes are paid directly to an approved Union Shop please state so on the CAC-2 form and upload into LCPtracker.net under e-Documents tab.

2. Training Fund Contribution Letter Form:
   a) All Contractors must submit a Training Fund Contribution Letter monthly for the prior month’s hours.
   b) If applicable and fringes are paid directly to an approved Union Shop please submitted the Union Status Letter stating that the Contractor is up to date with all fringe and training fund contributions for the requested month. The letter should specify the month, project name, and project number.
   c) If you can’t provide a letter and the DAS has not been updated with your contribution at Contractor may provide a copy of a cancelled check submitted to the proper JATC or the DAS with the amount that matches that on the CAC-2. You may check the status of your contributions submitted to DAS online at: http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html. This may also be submitted in lieu of the Training Fund Contribution Letter.

3. Certified Payroll Reports CPR’s and/or Non-Performance Reports:
   a) To be submitted by all Contractors working on the project. These reports are submitted via the City of Sacramento contracted electronic reporting program, LCPtracker.net which can be found online at www.lcptracker.net. If you do not already have a user name and password for this website please contact your labor compliance officer with the City of Sacramento to be set up.
   b) Submit CPR/NPR weekly; starting (10) calendar days after the close of your pay period. This is when you begin onsite/offsite “craft” labor. This may mean you have weeks in between work on a particular job. NPR’s will need to be submitted for that timeframe.
4. Apprenticeship Certification and/or Apprentice Agreement:
   a) The first time an apprentice is listed on a certified payroll report an
      "Apprenticeship Certification" or Apprentice Agreement (DAS-1 form) must be
      submitted for each apprentice utilized.
   b) Please upload the Apprenticeship Certification or DAS-1 form in the e-
      Documents section of LCPtracker.net, add the apprentice ID and pertinent
      information under the employee information and notify the labor compliance
      officer in your department that approval is need prior to certification of payroll.

5. Miscellaneous Documents:
   a) Authorization for Deductions:
      i. Voluntary deductions require an Authorization for Deductions form;
         garnishments require a copy of notice (redact personal information).
   b) Receipt for Payment of Back Wages:
      i. For use when wage errors require supplemental wage payment(s).
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:

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
FORMS

All of these forms are available on LCPtracker.net under the eDocuments tab and by clicking on the Download Document Templates button.

If you have your own form please contact your Labor Compliance Officer with the City of Sacramento prior to uploading or submitting in LCPtracker.
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, simply state on the PW-300 and upload. Please refer to Public Contract Code 4107 regarding changes to subcontractor listing. If any changes are made, a revised PW-300 Form is required.

<table>
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<tbody>
<tr>
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</tr>
<tr>
<td>Name</td>
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<tr>
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</tr>
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<tr>
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<tr>
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<td>City, State, Zip</td>
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<td>Description of services</td>
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Add additional pages if necessary.

Revised 1/23/2013
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Revised 1/23/2013
Checklist of Labor Law Requirements (CCR Title 8, Section 16421)

NAME (PRINT) __________________________________________ DATE ________________________

COMPANY ______________________________________________ PHONE ______________________

ADDRESS ____________________________________________ FAX _________________________

CITY __________________________________________ STATE ZIP CODE ______________________

PROJECT MANAGER ___________________________________ SUPERINTENDENT/FOREMAN __________

CERTIFIED PAYROLL ___________________________________ PHONE/EXT. ___________________

CONTRACTOR LICENSE NO. ___________________ EXP. DATE _______________ SPECIALTY LICENSE NO. _______________________

SELF-INSURED CERTIFICATE NO. ___________________ WORKERS COMP POLICY NO. __________

PROJECT NAME ______________________________________ PROJECT #/BID PACKAGE # __________

AWARDING BODY ______________________________________ ADVERTISEMENT DATE __________

IF SUB-CONTRACTING, LIST YOUR PRIME/GENERAL CONTRACTOR ____________________________________________

CONTRACT AWARD AMOUNT _________________________________________________________________

THE FEDERAL AND STATE LABOR LAW REQUIREMENTS APPLICABLE TO THE CONTRACT ARE COMPOSED OF, BUT NOT LIMITED TO, THE FOLLOWING:

☐ Payment of Prevailing Wage Rates
   The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. Labor Code Section 1770 et seq.

   The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, www.dir.ca.gov/dlsr/statistics_research.html.

☐ Apprentices
   It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of Labor Code Section 1777.5, relating to Apprentices on Public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

☐ Penalties
   There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

☐ Certified Payroll Reports
   Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

   This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

   The certified payroll records shall contain the same data fields listed on the Public Works Payroll Reporting Form (A-1-131) and contain or is accompanied by a declaration made under penalty of perjury. (California Code of Regulations, Section 16401).

   Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a
Checklist of Labor Law Requirements, continued

given week, the Certified Payroll Report shall be annotated: “No work” for that week or a Non-Performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776.

Under Labor Code Section 1776(g) there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ Nondiscrimination in Employment
There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

☐ Kickbacks Prohibited
Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under Labor Code Section 1778.

☐ Acceptance of Fees Prohibited
There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

☐ Listing of Subcontractors
All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code Section 4104.

☐ Proper Licensing
Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq.

☐ Unfair Competition Prohibited
Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

☐ Workers Compensation Insurance
Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ OSHA
Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ Proof of Eligibility/Citizenship
The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ Itemized Wage Statement
Labor Code Section 226 requires that employees be provided with itemized wage statements.

CERTIFICATION

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of ________________________________________ (COMPANY NAME)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor ____________________________________________________________ (SIGNATURE) (DATE)

Awarding Agency /Labor Compliance Program _______________________________ (SIGNATURE) (DATE)
Certification Statement of Contractor
(Independent Contractor, Owner Operator, Sole Proprietor, or Leased Worker)

This form must be submitted prior to, or concurrent with, the first payroll in which the
Independent Contractor, Owner Operator, Sole Proprietor, or Leased Worker commences work.

<table>
<thead>
<tr>
<th>Project Name &amp; Number</th>
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<tbody>
<tr>
<td>Contractor Name</td>
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</table>

I, __________________________ certify under penalty of perjury that the following statements are true:

1. I am licensed and authorized to do business in the State of California for the services I provide and I’m responsible for obtaining all necessary license or certificates for my services.
2. My California Contractor’s License number is __________________________.
3. I am not required to follow, nor am I furnished with, detailed instructions in the manner in which my services are to be provided. The Prime and/or subcontractor may provide job specifications and retains the right to specify, control, and direct the desired results.
4. I am not receiving any employee benefits such as, but not limited to: vacation, sick leave, insurance, worker’s compensation, pension and retirement benefits.
5. I am responsible for all federal, State and local taxes and fees applicable to payments for services which I render, including but not limited to: income tax, self-employment tax, workers compensation insurance, unemployment tax, and social security.
6. I am customarily engaged in providing my services as an independent business and maintain a separate set of books and records that reflect the income and expenses for the business.
7. □ I primarily carry out my services: a) at a location that is separate from my residence; or b) in a specific portion of my residence which is set aside as the business location.
   □ I bear the risk of loss related to the services that I provide.
   □ a) I provide my services to two (2) or more persons within a 12-month period; or b) I routinely engage in advertising (newspapers, yellow pages, etc.), solicitation or other marketing efforts (cards, brochures, hats, shirts, etc.) that are reasonably calculated to obtain new contracts for similar services.
   □ I have made a significant business investment in equipment, tools or required material.
   □ I have the authority to: a) hire additional persons to provide my services; and b) fire such persons.
*Note: If you are unable to certify (check boxes) to at least three (3) of the above items (as being applicable to the services which you provide) then, for purposes of this Contract you will be considered/treated as an employee.

<table>
<thead>
<tr>
<th>Contractor Signature</th>
<th>Printed Name</th>
<th>Date</th>
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I, __________________________ certify under penalty of perjury that I have on file documentation that substantiates my reasonable basis for concluding that the behavioral control; financial control; and relationship between the Contractor listed above and the Project Prime and/or Subcontractor (s) is solely contractual and that there is no legal agency (power of attorney) or employment relationship between the two.

<table>
<thead>
<tr>
<th>Prime Contractor Signature</th>
<th>Printed Name</th>
<th>Date</th>
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Prime CSLB License #

Note: There is a rebuttable presumption that where a worker performs services that require a license pursuant to Business and Professions Code § 7000, et seq., or who performs services for a person who is required to obtain such a license, the worker is an employee and not an independent contractor (State of California Labor Code § 2750.5)
Classification Worksheet

A separate form must be filled out for each contractor/subcontractor performing on the project.

<table>
<thead>
<tr>
<th>Classification(s) being Utilized (check all that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Asbestos</td>
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<tr>
<td>☐ Electricians</td>
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<tr>
<td>☐ Pile Drivers</td>
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<tr>
<td>☐ Boilermaker</td>
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<tr>
<td>☐ Elevator Mechanic</td>
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<tr>
<td>☐ Pipe Trades</td>
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<td>☐ Bricklayers</td>
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<td>☐ Glaziers</td>
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<td>☐ Plasterer</td>
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<td>☐ Carpenter</td>
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<td>☐ Roofers</td>
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<td>☐ Tile Workers</td>
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SACRAMENTO
Statement of Employer Payments
“Fringe Benefit Statement”

Date ________________  In Reply, Refer to Case No.: ____________________________
Prime: ____________________________
Subcontractor: ____________________________
PROJECT NAME: ____________________________  County/location: ____________________________
PROJECT CONTRACT NO.: ____________________________

**HEALTH AND WELFARE**

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<th>NAME OF PLAN</th>
<th>Address, City, State, Zip</th>
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<td>ADMINISTRATOR</td>
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CLASSIFICATION(S) USED

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CONTRIBUTIONS: WEEKLY ☐  MONTHLY ☐  QUARTERLY ☐  ANNUALLY ☐

**PENSION**

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**VACATION/HOLIDAY**

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CONTRIBUTIONS: WEEKLY ☐  MONTHLY ☐  QUARTERLY ☐  ANNUALLY ☐

**TRAINING**

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IF YOU USE OTHER PLANS NOT LISTED ABOVE, YOU MAY USE THE NEXT PAGE TO PROVIDE THIS ADDITIONAL INFORMATION.
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AGREEMENT TO TRAIN APPRENTICES

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

☐ Other

Specify

EFFECTIVE DATE

[SIGNED]       By

Apprenticeship Consultant

Date

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS
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 ___________________________ CNet code ______

TERM OF APPRENTICESHIP ___________________________ STRAIGHT TIME ___________________________

Hours Within ________ Years ________ Hours per day: 8 ________ Hours per week: 40 ________

This agreement is between the above named apprentice employed by the below named employer, and

PROGRAM SPONSOR

AGREEMENT: The undersigned parties mutually agree that they will use their best endeavors to secure employment and training for the apprentice. The apprentice agrees to perform satisfactorily all work and learning assignments. The provisions of the Apprenticeship Standards for the above occupation adopted by the program sponsor and approved by the Chief of the Division of Apprenticeship Standards, are hereby made a part of this agreement. An official copy of the standards is on file in the headquarters of the Division of Apprenticeship Standards. This apprentice agreement will continue in effect until the training is completed or otherwise terminated in accordance with the standards.

The apprentice commences participation under these standards on the date of execution of this agreement by the Apprentice. The signatory apprentice is credited with having _______ months toward completion of the term of apprenticeship. The apprentice is expected to complete training on or about ________________, 20____, upon satisfactory completion of the total remaining hours of on-the-job training and hours and/or units of related and supplemental instruction.

APPRENTICE: I, the undersigned apprentice, understand and agree that there is a valid and reasonable necessity that those academic records accumulated throughout related and supplemental instruction during my period of apprenticeship be made available to the apprenticeship committee. Further, I agree to release to the apprenticeship committee any other academic records which I feel may enhance my status as an apprentice.

I, the undersigned apprentice, hereby request that the Administrator of Apprenticeship terminate any other apprenticeship agreements in which I am currently registered.

Executed this ______ day of ________________, 20____ by ____________________________

DAY ______ MONTH ______ YEAR ______

SIGNATURE OF APPRENTICE

AGREED TO BY THE EMPLOYER

SIGNATURE OF PARENT OR GUARDIAN (IF APPRENTICE IS 16 OR 17)

AGREED TO AND APPROVED BY, FOR THE COMMITTEE

SIGNATURE – 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

APPRENTICE AGREEMENT

DAS 1 (REV. 4/12)
TO THE APPRENTICE: California Civil Code Sec. 1786.17 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.

<table>
<thead>
<tr>
<th>CALIFORNIA APPRENTICE QUESTIONNAIRE</th>
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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.  
3 ☐ 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.  
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.  
5 ☐ 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)

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)  
(Voluntary)

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 ___________
State of California  
Department of Industrial Relations  
California Apprenticeship Council  
P.O. Box 420603  
San Francisco, CA 94142

TRAINING FUND CONTRIBUTIONS

California Apprenticeship Council

Please use a separate form for each jobsite, listing the occupations for the jobsite. One check payable to the California Apprenticeship Council, may be submitted for all jobsites and/or occupations. Training fund contributions are not accepted by the California Apprenticeship Council for federal public works projects, or for non-apprenticeable occupations such as utility technicians, teamsters, etc.

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF CONTRACTOR/SUBCONTRACTOR MAKING CONTRIBUTION</th>
<th>CONTRACTOR'S LICENSE NUMBER</th>
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<tr>
<th>CONTRACT OF PROJECT NUMBER</th>
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<thead>
<tr>
<th>NAMES AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT</th>
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<tr>
<th>JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE, GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, ETC.</th>
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<tr>
<th>PERIOD COVERED BY CONTRIBUTION (FROM TO)</th>
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<tr>
<th>CLASSIFICATIONS OF WORKER (CARPENTER, PLUMBER, ELECTRICIAN, ETC.)</th>
<th>COUNTY WORK PERFORMED IN HOURS</th>
<th>CONTRIBUTION RATE PER HOUR</th>
<th>AMOUNT</th>
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Total

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<tr>
<th>SIGNATURE PLEASE TYPE OR PRINT YOUR NAME</th>
<th>DATE</th>
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<table>
<thead>
<tr>
<th>TITLE</th>
<th>AREA CODE &amp; TELEPHONE NUMBER</th>
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<tbody>
<tr>
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<td>( )- - ext.</td>
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</table>
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.

<table>
<thead>
<tr>
<th>NAME OF YOUR COMPANY</th>
<th>CONTRACTOR'S STATE LICENSE NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAILING ADDRESS: NUMBER &amp; STREET, CITY, ZIP CODE</td>
<td>AREA CODE &amp; TELEPHONE NO.</td>
</tr>
<tr>
<td>NAME &amp; ADDRESS OF PUBLIC WORKS PROJECT</td>
<td>DATE YOUR CONTRACT EXECUTED</td>
</tr>
<tr>
<td>DATE OF EXPECTED OR ACTUAL START OF PROJECT</td>
<td></td>
</tr>
<tr>
<td>NAME &amp; ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT</td>
<td>ESTIMATED NUMBER OF JOURNEYMAN HOURS</td>
</tr>
<tr>
<td>OCCUPATION OF APPRENTICE</td>
<td></td>
</tr>
<tr>
<td>THIS FORM IS BEING SENT TO: NAME &amp; ADDRESS OF APPRENTICESHIP PROGRAM(S)</td>
<td>ESTIMATED NUMBER OF APPRENTICE HOURS</td>
</tr>
<tr>
<td>APPROPRIATE DATES TO BE EMPLOYED</td>
<td></td>
</tr>
</tbody>
</table>

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. 9/04)
REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/DAS/PublicWorksForms.htm for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

<table>
<thead>
<tr>
<th>To Applicable Apprenticeship Committee:</th>
<th>Contractor Requesting Dispatch:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>Name: __________________________</td>
</tr>
<tr>
<td></td>
<td>Address: ________________________</td>
</tr>
<tr>
<td>Name:</td>
<td>Tel. No. __________ Fax No. ______</td>
</tr>
<tr>
<td>Address:</td>
<td>Tel. No. __________ Fax No. ______</td>
</tr>
<tr>
<td></td>
<td>License No. ____________________</td>
</tr>
<tr>
<td></td>
<td>Tel. No. __________ Fax No. ______</td>
</tr>
</tbody>
</table>

**Project Information:**

<table>
<thead>
<tr>
<th>Contract No. ________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Project: __________________</td>
</tr>
<tr>
<td>Address: ___________________________</td>
</tr>
</tbody>
</table>

**Dispatch Request Information:**

<table>
<thead>
<tr>
<th>Number of Apprentice(s) Needed: __________</th>
<th>Craft or Trade: __________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Apprentice(s) to Report: ___________ (72 hrs. notice required)</td>
<td>Time to Report: __________________________</td>
</tr>
<tr>
<td>Name of Person to Report to: __________________</td>
<td></td>
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<tr>
<td>Address to Report to: ______________________</td>
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</tbody>
</table>

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm

DAS 142 (Revised 12/11)
Contractor Affidavit Regarding Payment of Prevailing Wages

A separate form must be submitted by each contractor/subcontractor performing on the project. This must be submitted with each Final CPR.

<table>
<thead>
<tr>
<th>Project Name &amp; Number</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Contractor Name</td>
<td></td>
</tr>
</tbody>
</table>

I, ______________________ (Name), ______________________ (Title) of ______________________ (Company Name), declare under penalty of perjury that:

I am the ______________________ (Title) of ______________________ (Company Name), and I am responsible for the payment of persons employed by ______________________ (Company Name), performed work on the ______________________ (Project Name), in the classification(s) of ______________________ (Classifications Used).

The labor performed by these workers can best be described by:

________________________________________

During the payroll periods commencing on ______________________ (start date) and ending on ______________________ (end date) all persons employed by my company on this project have been paid the specified general prevailing rate of per diem wages for the specific craft or classification pursuant to the State of California Labor Code Section 1771.1 or Federal Davis Bacon Act, whichever was applicable.

☐ No apprentices were dispatched in response to my submission of a DAS140, “Public Works Contract Award Information”, and therefore all workers were classified as Journeyman.

Or

☐ Apprentices worked a total of ____________ hours and ____________ Journeyman worked a total of ____________ hours, establishing an apprentice/journeyman ratio in hours of ____________ to ____________.

Executed this __________ day of ________________ 20__ at ______________________ California.

______________________________  
Signature

______________________________  
Title

______________________________  
Date
Sacramento City College Bike/Ped Bridge Project (Phase 3)  
(PN: T15065700)

For Labor Compliance Questions or Concerns for the Guy West Bridge Painting & Rehabilitation Project (PN: T15065700) Project, please contact:

**Labor Compliance Officer:** Jose R. Ledesma, jledesma@cityofsacramento.org, 916.808.8195
**Project Manager:** Ofelia Avalos, oavalos@cityofsacramento.org, 916.808.5515
**Inspector:** To be Announced

This notice must be posted on the job site at all times with the required job postings and DIR wage determinations associated with this project.
CITY OF SACRAMENTO

LABOR COMPLIANCE HANDBOOK
2015

PUBLIC WORKS LABOR PROJECTS – LABOR COMPLIANCE

Revised 3-20-15 KW
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.
o Must have Contractors State License Board license if applicable to trade.
  o Must have no delinquent unpaid wage or penalty assessments owed to any
    employee or enforcement agency.
  o Must not be under federal or state debarment.
  o 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.
  o 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
program for this requirement can be found on the following link at http://www.dir.ca.gov/Public-
Works/SB854.html (also for all SB854 related information).

**Prevailing Wage Requirements (except from Sacramento City Code 3.60.180)**

Every contract for any construction project, as defined in Section 1782 of the California Labor Code,
to be performed within the state at the expense of the city, or paid out of city moneys, whether such
work be done directly under contract award, or indirectly by or under subcontract, sub partnership,
day labor, station work, piece work, or by any other arrangement whatsoever, must provide, in
addition to other provisions required by law, that any person performing labor in the state in
execution of such contracts, subcontract, sub partnership, day labor, station labor, piece work or
any other arrangement shall be paid not less than the general prevailing rate of wages in private
employment for similar work in the city; provided, however, that the foregoing provisions as to
payment of the general prevailing rate of wages shall not apply to: (a) contracts for any
construction project originally awarded or executed in an amount of twenty-five thousand dollars
($25,000.00) or less; (b) contracts for any alteration, demolition, repair, or maintenance work
originally awarded or executed in an amount of fifteen thousand dollars ($15,000) or less; (c)
materials for which no manufacturing plant exists in the city; or (d) standard materials or
commodities carried in stock by dealers or manufacturers generally.

The general prevailing rate of wages shall be the general prevailing rate of wages for the area in
which the city is located as determined by the director of the Department of Industrial Relations
pursuant to Labor Code Section 1773. Every contract for which the payment of the general
prevailing rate of wages is required shall provide that the determination of the director of the
Department of Industrial Relations in force at the time the notice to bidders is published with
respect to the general prevailing rate of wages in private employment in the city for similar work
shall be binding upon the parties any contract awarded as a result of such notice.

For more details, please refer to the applicable statutes and regulations regarding the payment of
prevailing wages and General Prevailing Wage Determination(s) including the footnotes. Such
information is available on the Department of Industrial Relations' website at
http://www.dir.ca.gov/. Frequently asked questions can be found on the following link at:

*These new requirements will apply to all public works that are subject to the prevailing wage
requirements of the Labor Code, without regard to funding source.*

*Please refer to [http://www.dir.ca.gov/](http://www.dir.ca.gov/) for general requirements by DIR (Department of Industrial
Relations in the State of California).*

*For additional information about public works requirements, please visit the public works
section at [http://www.dir.ca.gov/Public-Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html).*
CITY OF SACRAMENTO LABOR COMPLIANCE STAFF

Kirsten Wise, Labor Compliance Analyst
Department of General Services
kwise@cityofsacramento.org
916-808-4011

Brenda Kee, Contracts and Labor
Compliance - Department of Public Works
bkee@cityofsacramento.org
916-808-1923

Jose Ledesma, Contracts and Labor
Compliance - Department of Public Works
jledesma@cityofsacramento.org
916-808-8195

Renee Graves, Contracts and Labor
Compliance - Department of Utilities
rgraves@cityofsacramento.org
916-808-1465

City of SACRAMENTO
STATE WAGE DETERMINATION

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.
Apprentices on Public Work Projects

Summary of Requirements

California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information
2. Employ registered apprentices
3. Make training fund contributions

Submit contract award information:

If you are a contractor already approved to train apprentices (a member of a DAS recognized Apprenticeship Committee)
"Contractors who are already approved to train apprentices must provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade that has approved the contractor in the area of the site of the of the public works project." The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. You may use form DAS 140 for this purpose. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

If you are not already approved to train by an Apprenticeship Committee
Contractors not already approved to train apprentices must submit Contract Award Information (DAS 140) to every apprenticeship program in the geographic area of the public works project, for each craft you intend to employ on the project. You can determine which apprenticeship programs are approved in specific geographic locations by clicking on the following link http://www.dir.ca.gov/databases/das/pwaddrstart.asp
The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

Employ registered apprentices:

A contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. Title 8 California Code of Regulations, Section 230.1 for each separate craft at the end of a project. Please check the DAS Important notices to determine if any exemptions exist for your craft or trade. http://www.dir.ca.gov/DAS/PublicWorksForms.htm

All contractors must request dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (excluding Saturdays, Sundays and Holidays) before the date on which apprentices are required. A DAS 142 form is provided for this purpose. All requests for dispatch must be in writing and sent by first class mail, fax or email.

Contractors who do not receive a sufficient number of apprentices from their initial request, must request dispatch apprentices from all other apprenticeship committees, if more than one exists in the area of the public works project. To determine which apprenticeship programs are approved for your craft or trade in a specific geographic location click the following link http://www.dir.ca.gov/databases/das/pwaddrstart.asp
Ratios:

How many apprentices must I employ on a Public Works project?
At the end of the project, your straight time apprentice hours must equal a total of 1 hour for every 5 straight time journeyman hours for each separate craft. For example, if you have a total of 100 journeyman hours at the end of the project, you would need 20 apprentice hours in that same craft.

Can I mix and match crafts to reach the minimum ratio?
No. The minimum ratio requirement is per each individual craft and only includes straight time hours.

Do overtime hours count toward the minimum ratio?
No, only straight time hours count. Be careful not to confuse premium pay with overtime pay.

What is the maximum number of apprentices I can use on a Public Works Project?
It depends on which box you have checked on your DAS 140. If you checked box 1 or 2 and fall under the regulations set forth in a specific program’s standards, then you are allowed to use the maximum ratio set forth in those Standards. If you have checked box 3 and agreed to be governed by the regulations set forth by the California Apprenticeship Council then the minimum and maximum ratio is the same: 1 apprentice hour for every 5 journeyman hours totaled at the end of the project.

I am a contractor who is approved to train by an approved program and am covered by their Standards, or I am a contractor who has agreed to be covered by a program’s Standards for a single project. How do I know what the Standards allow for that program’s maximum apprentice ratios?
You can ask the program for a copy of their Standards or a copy of the language in Article XV which covers ratios. Or you can call the DAS office nearest the location for that program and request the same.

Make Training Fund Contributions:

Contractors who are awarded public works jobs must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices. This nominal fee contributes to the assurance that new apprentices coming into the craft will be guaranteed the highest level of training and as skilled craftsmen retire, the trade will survive.

Contractors who contribute to an apprenticeship program are entitled to a full credit in the amount of those contributions. Contractors who do not contribute to an apprenticeship program must submit their contributions to the California Apprenticeship Council, P. O. Box 101325, Pasadena, California 91189-0005.

Training fund contributions to the Council are due and payable on the 15th day of the month for work performed during the preceding month. The contribution should be paid by check and be accompanied by a completed training fund contribution form or a letter containing the following information:

1. The name, address and telephone number of the contractor making the contribution.
2. The contractor’s license number.
3. The name and address of the public agency that awarded the contract.
4. The jobsite location, including the county where the work was performed.
5. The contract or project number.
6. The time period covered by the enclosed contributions.
7. The contribution rate and total hours worked by apprenticeable occupation.
8. The name of the program(s) that provide apprentices, if any.
9. The number of apprentice hours worked, by apprenticeable occupation and by program.

Subject to change for most recent documentation please click on the following link:
http://www.dir.ca.gov/das/DASApprenticesOnPublicWorksSummaryOfRequirements.htm
Are you exempt?

What are the instances in which a contractor on a public works project is considered exempt from the requirements of LC 1777.5?

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.
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 APPRENTICEABLE TRADES/CRAFTS WITHIN SACRAMENTO COUNTY

<table>
<thead>
<tr>
<th>Craft Category</th>
<th>Craft Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Worker, Heat and Frost Insulator</td>
<td>Parking and Highway Improvement (Striper)</td>
</tr>
<tr>
<td>Boilermaker-Blacksmith</td>
<td>Painter</td>
</tr>
<tr>
<td>Bricklayer, Stonemason</td>
<td>Plasterer</td>
</tr>
<tr>
<td>Carpenter – All Related Trades</td>
<td>Plaster Tender</td>
</tr>
<tr>
<td>Carpet, Linoleum and Resilient Floor Layer</td>
<td>Roofer</td>
</tr>
<tr>
<td>Cement Mason</td>
<td>Landscape/Irrigation Fitter</td>
</tr>
<tr>
<td>Drywall Installer/Lather (Carpenter)</td>
<td>Sprinkler Fitter (Fire Protection/Fire Control)</td>
</tr>
<tr>
<td>Drywall Finisher (Painter)</td>
<td>Pile Driver Operating Engineer</td>
</tr>
<tr>
<td>Electrician, Inside Wireman</td>
<td>Pile Driver (Carpenter)</td>
</tr>
<tr>
<td>Electrical Utility Lineman</td>
<td>Parking and Highway Improvements Painter</td>
</tr>
<tr>
<td>Elevator Constructor</td>
<td>Plumber/Steamfitter</td>
</tr>
<tr>
<td>Field Surveyor Chainman/Rodman</td>
<td>Pipefitter</td>
</tr>
<tr>
<td>Chief of Party</td>
<td>Underground/Utility Pipefitter</td>
</tr>
<tr>
<td>Glazer</td>
<td>Metal Roofing System Installer</td>
</tr>
<tr>
<td>Electrician (Comm &amp; System Installer)</td>
<td>Sheet Metal Worker</td>
</tr>
<tr>
<td>Electrician (Comm &amp; System Tech, Cable Splicer)</td>
<td>Stator Re-winder</td>
</tr>
<tr>
<td>Iron Worker</td>
<td>Terrazzo Finisher</td>
</tr>
<tr>
<td>Laborer</td>
<td>Terrazzo Worker</td>
</tr>
<tr>
<td>Marble Finisher/ Marble Mason/ Marble Setter</td>
<td>Tile Setter</td>
</tr>
<tr>
<td>Millwright</td>
<td>Tile Finisher</td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>Steel Erector &amp; Fabricator</td>
</tr>
<tr>
<td>Operating Engineer (Dredger)</td>
<td>Tunnel/Underground (Operating Engineer)</td>
</tr>
<tr>
<td>Building Construction Inspector</td>
<td>Tunnel Worker (Laborer)</td>
</tr>
<tr>
<td>Operating Engineer (Landscape Construction)</td>
<td>Parking &amp; Highway Improvement (Striper-Laborer)</td>
</tr>
<tr>
<td>Pointer, Caulker and Cleaner</td>
<td>Bricktender</td>
</tr>
<tr>
<td>Acoustical Installer (Carpenter)</td>
<td>Scaffolding and Shoring Erector (Carpenter)</td>
</tr>
<tr>
<td>Hardwood Floor Layer (Carpenter)</td>
<td>Shingler (Carpenter)</td>
</tr>
<tr>
<td>Insulation Installer (Carpenter)</td>
<td>Communications &amp; System Installer</td>
</tr>
<tr>
<td>Field Surveyor Instrument man</td>
<td>Taper</td>
</tr>
<tr>
<td>Roofer</td>
<td>Metal Deck and Siding</td>
</tr>
</tbody>
</table>

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/opp/pwappwage/ PWAppWageStart.asp

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STATE OF CALIFORNIA DEPARTMENT INDUSTRIAL RELATIONS

DIVISION OF APPRENTICESHIP STANDARDS
DISTRICT OFFICE
2424 Arden Way, Suite 160
Sacramento, CA 95825

APPRENTICESHIP COMMITTEES FOR SACRAMENTO COUNTY

Please visit: http://www.dir.ca.gov/databases/das/aigstart.asp to verify the committee for your specific trade.

(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research available apprenticeship programs by selecting a specific county and an occupation group)
CAC Training Fund Contributions

Payment of Training Fund Contributions must be sent to the California Apprenticeship Council (CAC) if the contractor is not signatory to an apprenticeship committee. The CAC will then distribute the funds to the proper apprenticeship committees. However, the CAC IS NOT AN APPRENTICESHIP COMMITTEE and will not accept the DAS140 or DAS142 forms.

California Apprenticeship Council (CAC)
P.O. Box 101325
Pasadena, CA 91189-0005

(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research available apprenticeship programs by selecting a specific county and an occupation group)
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,

________________________________________
Signature
Date

________________________________________
CONTRACT & COMP NAME
Contracts & Compliance Specialist
Date

Cc: CONTRACT & COMP NAME, ACCOUNTING NAME, PM NAME
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.gov/h/dslr/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
Contractors violating prevailing wage requirements are subject to a penalty of up to $200 per day per worker, paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. References: Labor Code 1775 and 1742.1

**Apprentices**

- All requirements of the State Labor Code, Section 1777.5 apply including the following:
  - Submit Division of Industrial Relations form DAS-140, Public Works Contract Award Information, to the applicable apprenticeship committee prior to start of work. This form must be uploaded into LCPTracker with proof of service included. The form may be downloaded at: [http://www.dir.ca.gov/DAS/PublicWorksForms.htm](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](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. **CA-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 CA-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPTracker.net)
  - Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.

- Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. The apprentice certificate is to be uploaded into LCPTracker prior to approval. References: Labor Code 1777.5; Contract Provision

- Complaints or violations regarding apprentice ratios will be referred to DAS. Reference: CCR 16434

**Certified Payroll Records**

- **Certified Payroll Reports (CPR)** Input into LCPTracker.net. Due within ten (10) days of pay period end date. CPR's shall contain the same information for compliance with **LC § 1776**. Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPTracker.net under edocs) Reminder: wage increase for Master Agreements usually occurs on 06/15 and 06/29 or 06/30.

- **Negative Payroll Report Due within ten (10) days of pay period end date** if there is five (5) or more consecutive non-work days within any single pay period. Fringe Benefit Statement: Form 420 (Located on LCPTracker.net under edocs) Paid in cash or contributions to plans/programs are due with first certified payroll report and anytime the fringe benefits change. Please breakdown all fringes paid to employee and to what program they are being paid to. Documentation that the amount stated on the fringe benefit statement is being paid on the employees behalf may be requested for validation. If fringes are paid in cash please list a breakdown
of those cash amounts.

- **Other Deductions** – Need to be detailed on the CPR and must be expressly authorized in writing by the employee or collective bargaining agreement. A form signed by the employee is uploaded into LCPtracker.net. If the employer does not have a form there is one available in the eDocuments tab on LCPtracker.net

### Listing of Subcontractors

Contractors and subcontractors are required to list all suppliers and tier subcontractors hired to perform work on a public works project (in accordance to contract standard specification).

- The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work in excess of one-half of one percent of the total bid amount or $10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. The prime must use those subs as listed at bid time unless a written substitution is requested and approved in writing by the Contracts Specialist and Project Manager before substitution.

  References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work

- **Subcontracting Request**, Prime Contractor update the Form 300 (List of Subcontractors & Suppliers) before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.

- The prime contractor is responsible for work performed and compliance met by subcontractors and owner-operators. The Contractor shall perform with its own organization and with the assistance of workers under its immediate superintendence, work of a value not less than twenty percent (20%) of the value of all work in the contract.

- Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board.

  Reference: Public Contract Code 4110-4111

### List of Subcontractors & Suppliers: Form 300 (Located on LCPtracker.net under edocs)

Per Government Section 4100 et seq; prohibition against unfair competition Business & Professions Code Section 17200-17208, you must list suppliers and the amount of their product(s). Form is due within ten (10) days of pre-construction meeting.

### Pay Requests

The Labor Compliance Officer shall notify the contractor and the Project Manager of noncompliance and labor issues prior to pay requests approval. Advance notice of submission to the Compliance Officer is appreciated. You must submit a current schedule of values with each pay request and **you must have all labor compliance requirements met before submitting a pay request. Failure to meet the labor compliance requirements will result in your pay request being denied and returned to you for full compliance.** Pay request must be submitted to the inspector for his/her review first. The inspector will then forward the request to the Project Manager and the Labor Compliance Officer for their review. Pursuant to Labor Code Section 1776, the City of Sacramento will impose penalties of $100 per day per worker for each day the documentation that is requested is considered late (beyond the 10 days from when notice is given), even if the information you eventually submit is found to be correct. This information is to be uploaded into LCPtracker.net. If you have been asked to make any corrections to the documents submitted, we ask that you make the requested corrections and re-upload the corrected document into LCPtracker as soon as possible. As progress payments may be delayed while these items are outstanding, it would be in your best interest to see that these documents are provided as soon as possible.
Completion of Project

- **Contractor Notification of Completion:** *Form 264* must be submitted into LCP Tracker, due upon completion of all punch list items established during final job walk.

All of these forms discussed in this document are located on LCPTTracker.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.

<table>
<thead>
<tr>
<th>Contractor Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>
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 ratio then the California Labor Codes & Regulations.
   d) Template available for download can be found at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm
REQUIRED FORMS PRIOR TO CONSTRUCTION
Classification Worksheet

A separate form must be filled out for each contractor/subcontractor performing on the project.

<table>
<thead>
<tr>
<th>Project Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number</td>
<td></td>
</tr>
<tr>
<td>Contractor Name</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Contact Phone</td>
<td></td>
</tr>
<tr>
<td>Contact Email</td>
<td></td>
</tr>
<tr>
<td>CSLB/Certificate #</td>
<td></td>
</tr>
</tbody>
</table>

Classification(s) being Utilized (check all that apply)

- □ Asbestos
- □ Electricians
- □ Pile Drivers
- □ Boilermaker
- □ Elevator Mechanic
- □ Pipe Trades
- □ Bricklayers
- □ Glaziers
- □ Plasterer
- □ Carpenter
- □ Iron Workers
- □ Roofer
- □ Tile Workers
- □ Other (specify) ____________________________

- □ Carpet/Linoleum
- □ Laborers
- □ Sheet Metal
- □ Cement Mason
- □ Millwrights
- □ Sound/Communication
- □ Drywall Finisher
- □ Operating Engineer
- □ Surveyor
- □ Drywall/Lather
- □ Painters
- □ Teamster
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

<table>
<thead>
<tr>
<th>Date</th>
<th>Project #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Project Name</td>
</tr>
<tr>
<td>Address</td>
<td>Contract #</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Total Contract Amount</td>
</tr>
<tr>
<td>Contact Name/Phone #</td>
<td>Estimated Start Date</td>
</tr>
<tr>
<td>Email</td>
<td>Estimated Completion Date</td>
</tr>
<tr>
<td>DIR Registration #</td>
<td>Federal Tax ID #</td>
</tr>
<tr>
<td>Contractor Lic. #</td>
<td>State Tax ID #</td>
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Revised 03/22/2015 1 of 3
# City of Sacramento
## PW-300 Form

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Revised 03/22/2015
## City of Sacramento

**PW-300 Form**

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I have completed the documentation accurately and to the best of my knowledge.

Signature: ____________________________

Date: ____________________________

Revised 03/22/2015
Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

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/dflar/statistics_research.html.

☐ Apprentices

it is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of Labor Code Section 1777.5, relating to Apprentices on public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

☐ Penalties

there are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

☐ Certified Payroll Reports

under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

this requirement includes and applies to all subcontractors performing work on awarding body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

the certified payroll records shall contain the same data fields listed on the Public Works Payroll Reporting Form (A-1-131) and contain or is accompanied by a declaration made under penalty of perjury (California Code of Regulations, Section 16401).

prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. in the event that there has been no work performed during a
Checklist of Labor Law Requirements, continued

given week, the Certified payroll report shall be annotated: "No work" for that week or a Non-performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776.

under Labor Code Section 1776(g) there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ Nondiscrimination in Employment
there exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

☐ Kickbacks Prohibited
Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under Labor Code Section 1778.

☐ Acceptance of Fees Prohibited
there exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

☐ Listing of Subcontractors
All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code Section 4104.

☐ Proper Licensing
Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq.

☐ Unfair Competition Prohibited
Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

☐ Workers Compensation Insurance
Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ OSHA
Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ Proof of Eligibility/Citizenship
the federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ Itemized Wage Statement
Labor Code Section 226 requires that employees be provided with itemized wage statements.

Certification
I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of ____________________________ (Company Name)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor ____________________________ (Signature) ____________________________ (Date)

Awarding Agency /Labor Compliance program ____________________________ (Signature) ____________________________ (Date)
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.

<table>
<thead>
<tr>
<th>Date</th>
<th>In Reply, Refer to Case No.:</th>
<th>Prime:</th>
</tr>
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<tbody>
<tr>
<td>Subcontractor:</td>
<td>PROJECT NAME:</td>
<td>PROJECT CONTRACT NO.:</td>
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### HEALTH AND WELFARE

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### PENSION

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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.

<table>
<thead>
<tr>
<th>NAME OF YOUR COMPANY</th>
<th>CONTRACTOR'S STATE LICENSE NO</th>
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<tbody>
<tr>
<td>MAILING ADDRESS NUMBER &amp; STREET, CITY, ZIP CODE</td>
<td>AREA CODE &amp; TELEPHONE NO.</td>
</tr>
<tr>
<td>NAME &amp; ADDRESS OF PUBLIC WORKS PROJECT</td>
<td>DATE YOUR CONTRACT EXECUTED</td>
</tr>
<tr>
<td>NAME &amp; ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT</td>
<td>DATE OF EXPECTED OR ACTUAL START OF PROJECT</td>
</tr>
<tr>
<td>THIS FORM IS BEING SENT TO: (NAME &amp; ADDRESS OF APPRENTICESHIP PROGRAM(S))</td>
<td>ESTIMATED NUMBER OF JOURNEYMAN HOURS</td>
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<td>OCCUPATION OF APPRENTICE</td>
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<td>ESTIMATED NUMBER OF APPRENTICE HOURS</td>
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<td>APPROXIMATE DATES TO BE EMPLOYED</td>
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</table>

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. 104)
AGREEMENT TO TRAIN APPRENTICE

<table>
<thead>
<tr>
<th>NAME OF EMPLOYER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MAILING ADDRESS (STREET AND NUMBER)</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>ADDRESS OF TRAINING LOCATION (IF DIFFERENT)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>OCCUPATION(S)</th>
<th>O'NET Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

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
- Other  Date  Specify

EFFECTIVE DATE  
[SIGNED]  By  Date  Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF APPRENTICESHIP STANDARDS
AGREEMENT TO TRAIN APPRENTICES

NAME OF EMPLOYER

MAILING ADDRESS (STREET AND NUMBER)

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

ADDRESS OF TRAINING LOCATION (IF DIFFERENT)

OCCUPATION(S)

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

Accepting:

DIVISION OF APPRENTICESHIP STANDARDS

[ ] Effective until:

[ ] Revoked

[ ] End of Project (Enter project name and address in Area Covered above)

[ ] Date

[ ] Other

Specify

EFFECTIVE DATE

[SIGNED] By

Apprenticeship Consultant

Date

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. 1/18)

Page 375 of 389
APPRENTICE AGREEMENT

<table>
<thead>
<tr>
<th>APPRENTICE LAST NAME</th>
<th>FIRST NAME</th>
<th>MIDDLE</th>
<th>SOCIAL SECURITY NUMBER</th>
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</table>

<table>
<thead>
<tr>
<th>APPRENTICE ADDRESS (NUMBER AND STREET / CITY, STATE &amp; ZIP)</th>
<th>BIRTHDATE (mm/dd/yyyy)</th>
<th>F - VETERAN</th>
</tr>
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<tbody>
<tr>
<td></td>
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<td>Yes: ☐</td>
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<tr>
<td></td>
<td></td>
<td>No: ☐</td>
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<td>COUNTY OF RESIDENCE</td>
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<td></td>
<td></td>
<td>O*Net code</td>
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<tr>
<th>OCCUPATION</th>
<th>STRAIGHT TIME</th>
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<thead>
<tr>
<th>TERM OF APPRENTICESHIP</th>
<th>OUTSIDE TIME</th>
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<tr>
<td>Hours Within:</td>
<td>Hours per day: 8</td>
</tr>
<tr>
<td>Years:</td>
<td>Hours per week: 40</td>
</tr>
</tbody>
</table>

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 _________, ________, 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 EMPLOYER OR ITS REPRESENTATIVE

NAME OF EMPLOYER

ADDRESS

SIGNATURE OF PARENT OR GUARDIAN (IF APPRENTICE IS 16 OR 17)

AGREED TO AND APPROVED BY, FOR THE COMMITTEE

SIGNATURE – SECRETARY / CHAIR / COORDINATOR

DATE

ACCEPTED BY DAS

SIGNATURE – APPRENTICESHIP CONSULTANT

DATE

for unilateral programs only

This agreement is approved by

DAS 1 (REV. 4/12) for the Administrator of Apprenticeship

APPRENTICE AGREEMENT
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)

<table>
<thead>
<tr>
<th>A. Gender</th>
<th>0</th>
<th>Male</th>
<th>Female</th>
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(Cal. Code of Regulations, Title 8, Ch. 2, Sec. 215)

<table>
<thead>
<tr>
<th>B. Ethnic or Race Derivation (Check only one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 WHITE (Not of Hispanic Origin) — A person having origins in any of the original peoples of Europe, North Africa or the Middle East.</td>
</tr>
<tr>
<td>2 BLACK (Not of Hispanic Origin) — A person having origins in any of the Black racial groups of Africa.</td>
</tr>
<tr>
<td>3 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.</td>
</tr>
</tbody>
</table>

| A | Asian Indian |
| B | Asian Bangladeshi |
| C | Asian Chinese |
| D | Asian Cambodian |
| E | Asian Filipino |
| 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. |
| 5 | 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)

<table>
<thead>
<tr>
<th>C. Number of Dependents (Do not count yourself)</th>
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<tbody>
<tr>
<td>0</td>
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<td>6</td>
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</tbody>
</table>

(Voluntary)

<table>
<thead>
<tr>
<th>D. Highest Year of Education Completed</th>
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<tbody>
<tr>
<td>1</td>
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<tr>
<td>2</td>
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<td>9</td>
</tr>
</tbody>
</table>

(Cal. Labor Code, Ch. 4, div. 3, Sec. 3076.3)

<table>
<thead>
<tr>
<th>E. Number of Years You Have Been Employed Full Time to Date (Except for Military Service)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
</tr>
<tr>
<td>1</td>
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<tr>
<td>2</td>
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<tr>
<td>3</td>
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<tr>
<td>4</td>
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<tr>
<td>5</td>
</tr>
<tr>
<td>6</td>
</tr>
</tbody>
</table>

(Voluntary)

<table>
<thead>
<tr>
<th>F. Have You Served on Active Duty (other than reserve status) in the U. S. Armed Forces?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

If yes, Please Enter:

- Month and Year Entered____
- Month and Year Separated____
- Total Months served on Active Duty____

Apprentice's Signature______________________________

Page 377 of 389
REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM
DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/DAS/PublicWorksForms.htm for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.

<table>
<thead>
<tr>
<th>Date:</th>
<th>Contractor Requesting Dispatch:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name: __________________________</td>
</tr>
<tr>
<td></td>
<td>Address: ________________________</td>
</tr>
<tr>
<td></td>
<td>Tel. No. ________________________ Fax No. ________________________</td>
</tr>
</tbody>
</table>

To Applicable Apprenticeship Committee:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

License No. ________________________

Tel. No. ________________________ Fax No. ________________________

Project Information:

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Name of the Project:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Address: ________________________

Dispatch Request Information:

<table>
<thead>
<tr>
<th>Number of Apprentice(s) Needed:</th>
<th>Craft or Trade:</th>
<th>Date Apprentice(s) to Report: (72 hrs. notice required) Time to Report:</th>
<th>Name of Person to Report to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Address to Report to: ________________________

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm

DAS 142 (Revised 12/11)
Documents Required During the Life of the Construction Project

1. CAC-2 - Training Fund Contribution Form:
   a) All Contractors must submit a CAC-2 Form monthly for the prior month’s hours.
   b) This form is now available to be filled out on the DIR website. The previous CAC-2 form is to be disregarded. CAC-2 forms must be done electronically. The link is as follow: https://www.dir.ca.gov/das/tf/cac2.asp. You must enter all requested information in order to ensure successful submission and processing of your payment. You will need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session that you will upload in to LCPtracker.net and send with your payment when mailed. The address is as follows:
      State of California
      Department of Industrial Relations California
      Apprenticeship Council
      P.O. Box 101325
      Pasadena, CA 91189-0005
   c) If applicable and fringes are paid directly to an approved JATC or Union Shop please state so and fill out on the Training Fund Contribution Union Contractor form that is provided and available to be downloaded on LCPtracker. Filled out forms are uploaded into LCPtracker.net under the e-Documents tab.

2. Training Fund Contribution Letter Form:
   a) All Contractors must submit a Training Fund Contribution Letter monthly for the prior month’s hours.
   b) If applicable and fringes are paid directly to an approved Union Shop please submit the Union Status Letter stating that the Contractor is up to date with all fringe and training fund contributions for the requested month. The letter should specify the month, project name, and project number.
   c) If you can’t provide a letter and the DAS has not been updated with your contribution at Contractor may provide a copy of a cancelled check submitted to the proper JATC or the DAS with the amount that matches that on the CAC-2. You may check the status of your contributions submitted to DAS online at: http://www.dir.ca.gov/CAC/trainingfund/TfSearch.html. This may also be submitted in lieu of the Training Fund Contribution Letter.
3. **Certified Payroll Reports CPR’s and/or Non-Performance Reports:**
   a) To be submitted by all Contractors working on the project. These reports are submitted via the City of Sacramento contracted electronic reporting program, LCPtracker.net which can be found online at www.lcptracker.net. If you do not already have a user name and password for this website please contact your labor compliance officer with the City of Sacramento to be set up.
   b) Submit CPR/NPR weekly; starting (10) calendar days after the close of your pay period. This is when you begin onsite/offsite “craft” labor. This may mean you have weeks in between work on a particular job. NPR’s will need to be submitted for that timeframe.

4. **Apprenticeship Certification and/or Apprentice Agreement:**
   a) The first time an apprentice is listed on a certified payroll report an “Apprenticeship Certification” or Apprentice Agreement (DAS-1 form) must be submitted for each apprentice utilized.
   b) Please upload the Apprenticeship Certification or DAS-1 form in the e-Documents section of LCPtracker.net, add the apprentice ID and pertinent information under the employee information and notify the labor compliance officer in your department that approval is need prior to certification of payroll.

5. **Miscellaneous Documents:**
   a) Authorization for Deductions:
      i. Voluntary deductions require an Authorization for Deductions form; garnishments require a copy of notice (redact personal information). A form has been provided on LCPtracker to address other deductions that are recorded on the Certified Payroll Reports submitted.
   b) Receipt for Payment of Back Wages:
      i. For use when wage errors require supplemental wage payment(s).
FORMS REQUIRED DURING THE LIFE OF THE CONSTRUCTION PROJECT
**CAC - Training Fund Contributions**

You must enter all requested information in order to ensure successful submission and processing of your payment. Training Fund Contributions are due on the 15th of each month.

All fields with * are required.

You must use the BUTTON ON the bottom of the page to submit for an invoice coupon.

TO NAVIGATE BETWEEN FIELDS, DO NOT HIT RETURN OR ENTER KEY AFTER EACH ENTRY. USE THE TAB KEY INSTEAD.

You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment.

Training Fund Contributions Form CAC2

| Date: |

<table>
<thead>
<tr>
<th>Contractor/Sub Contractor making contributions</th>
<th>Contractor</th>
<th>Period covered by contribution (from – to)</th>
<th>Jobsite Location (Including County)</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Name:</td>
<td>* License Number:</td>
<td>* Period Start:</td>
<td>If applicable, give name of school, hospital, building, etc.</td>
</tr>
<tr>
<td>* Address:</td>
<td>* Contract/Project Number</td>
<td>* Period End:</td>
<td>Comments:</td>
</tr>
<tr>
<td>* City:</td>
<td></td>
<td>(MM/DD/YYYY)</td>
<td></td>
</tr>
<tr>
<td>* State:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>* ZIP:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>* Name of the submitting party:</th>
<th>* Submitter's Title:</th>
<th>* Submitter's Email:</th>
<th>* Submitter's Phone: e.g., (999) 999-9999</th>
</tr>
</thead>
</table>

Instructions: You may want to use the keyboard TAB key to navigate the fields and the Up A | Down V ARROW keys to select a list item.

<table>
<thead>
<tr>
<th>* County of Work</th>
<th>* Classification</th>
<th>* Hours (max: 9,999.99)</th>
<th>* Rate (max: $9.99)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>*1)</td>
<td>Select a county</td>
<td>Select an occupation</td>
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<td>$ 0.00</td>
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<td>2)</td>
<td>Select a county</td>
<td>Select an occupation</td>
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<td>4)</td>
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</tbody>
</table>

**TOTAL AMOUNT: $ 0.00**

When done with some or all the entries above please carefully review and then enter the code you see below:

```
9 2 2 2 2
```

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](https://www.dir.ca.gov/das/tf/cac2.asp). You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment. Payments are to be mailed to State of California, Department of Industrial Relations, California Apprenticeship Council, and P.O. Box 101325, Pasadena, CA 91189-0005.
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 LCP tracker 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 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.

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION</th>
<th>CONTRACTOR'S LICENSE NUMBER</th>
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<tbody>
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<tr>
<th>CONTRACT OR PROJECT NUMBER</th>
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<thead>
<tr>
<th>JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE. GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.</th>
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<tr>
<th>PERIOD COVERED BY CONTRIBUTION (FROM - TO)</th>
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<thead>
<tr>
<th>CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC).</th>
<th>COUNTY WORK PERFORMED IN</th>
<th>ALL HOURS</th>
<th>CONTRIBUTION</th>
<th>AMOUNT</th>
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TOTAL

IF APPRENTICES WERE EMPLOYED, PLEASE LIST THE APPRENTICESHIP PROGRAM AND NUMBER OF APPRENTICE HOURS WORKED

<table>
<thead>
<tr>
<th>TYPE OR PRINT YOUR NAME AND TITLE</th>
<th>DATE</th>
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EMAIL

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<tr>
<th>AREA CODE &amp; TELEPHONE NUMBER</th>
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AUTHORIZATION FOR PAYROLL DEDUCTION

Project Name: 
Project Number: 
Employee Name: 

1) Reason for Deduction: 
Percentage/Amount of Deduction: % OR $$ 
Frequency of Deduction: 
Termination Date: 

2) Reason for Deduction: 
Percentage/Amount of Deduction: % OR $$ 
Frequency of Deduction: 
Termination Date: 

3) Reason for Deduction: 
Percentage/Amount of Deduction: % OR $$ 
Frequency of Deduction: 
Termination Date: 

4) Reason for Deduction: 
Percentage/Amount of Deduction: % OR $$ 
Frequency of Deduction: 
Termination Date: 

5) Reason for Deduction: 
Percentage/Amount of Deduction: % OR $$ 
Frequency of Deduction: 
Termination Date: 

6) Reason for Deduction: 
Percentage/Amount of Deduction: % OR $$ 
Frequency of Deduction: 
Termination Date: 

Use additional copies of this form if necessary.

I authorize (Employer): 
to process the deductions from my payroll as noted above.

Employee Signature: ___________________________ Date Signed: ___________________________

Instructions: 
1) Submit into LCPtracker 
2) Keep signed originals
Contractors Certificate of Completion – Form 264

To be completed by the Prime Contractor at time of completion.

<table>
<thead>
<tr>
<th>Project Name &amp; Number</th>
<th></th>
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<tbody>
<tr>
<td>Contractor Name</td>
<td></td>
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</table>

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.

_________________________________________  Title  Date

Signature
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 FRINGS 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.
Helpful Links and Contact Information:

1. **Department Of Industrial Relations (DIR):**
   Web-Link: [http://www.dir.ca.gov/](http://www.dir.ca.gov/)
   Contact DIR: [http://www.dir.ca.gov/Contactus.html](http://www.dir.ca.gov/Contactus.html)

2. **Division of Labor Standards Enforcement (DLSE):**
   Web-Link: [http://www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html)

3. **Division of Apprenticeship Standards (DAS):**
   Web-Link: [http://www.dir.ca.gov/das/das.html](http://www.dir.ca.gov/das/das.html)
   Apprentice Certification:
   Web-Link: [http://www.dir.ca.gov/das/appcertpw/AppCertSearch.asp](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](http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html)

4. **California General Prevailing Wage Determination:**
   Web-Link: [http://www.dir.ca.gov/OPRL/pwd/](http://www.dir.ca.gov/OPRL/pwd/) (Journeymen)

5. **Davis Bacon Wage Determination Rates:**

6. **Public Works Information - Frequently Asked Questions:**
   Web-Link: [http://www.dir.ca.gov/das/publicworksfaq.html](http://www.dir.ca.gov/das/publicworksfaq.html)

7. **LCPtracker.net**
   Web-link: [https://lcpprod.lcptracker.net/Lcp/WebForms/Login.aspx](https://lcpprod.lcptracker.net/Lcp/WebForms/Login.aspx)
   Support Phone Number: 714-669-0052 Option 4
   E-mail: support@lcptracker.com
THINGS TO REMEMBER:

Labor Compliance Forms due Prior to Work Beginning (Prime and all Sub Tier Contractors)

1) Authorized Letter for Signing Certified Payroll (Original signature required)
2) List of Trades and/or Crafts
3) PW-300- List of all sub-contractors and suppliers. (This must be updated if changes occur)
4) Checklist of Labor Law Requirements- (All boxes checked and signed)
5) Public Works Contract Award Information (DAS 140) (With verified proof of service)
6) Request for Dispatch of an Apprentice (DAS 142) (With verified proof of service)
7) Fringe Benefit Statement Form (For Each Determination)
   (Due before first Certified Payroll and then only when a change occurs)
8) Authorization for Payroll Deduction (Original signature required)
   (Deductions other than standard deductions must be authorized by the employee)

Labor Compliance Forms Due Weekly:
• Certified Payroll Form (LCP Tracker Electronic Payroll)
• Statement of Compliance (LCP Tracker Electronic Payroll)
• Statement of Non-Performance (Due when work is not performed once on job-site)

✓ Work over 8 hours in a day or 40 hours in a week must be paid at the overtime rate. Refer to wage determination that is provided by the DIR for the applicable rate.
✓ Certified payroll records must be numbered consecutively, starting with the first week work is physically performed on site
✓ Last certified payroll must be marked "FINAL".

Training Fund Contribution forms are due monthly beginning immediately after work has been performed on site.

◆ Single Asterisk (*):
   Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

◆ Double Asterisks (**) :
   The rate to be paid for work performed after this date has been determined. If work will extend past this date the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

◆ Employee Interviews on job site:
   Interviews are done to obtain information to verify correct wages are being recorded on the certified payrolls for the given craft/classification and to ensure contract compliance.