



18
CITY MANAGER'S OFFICE
RECEIVED
JUL 25 1989

**DEPARTMENT OF
PUBLIC WORKS**

ENGINEERING DIVISION

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

CITY OF SACRAMENTO
CALIFORNIA

APPROVED
BY THE CITY COUNCIL

AUG 1 1989

OFFICE OF THE
CITY CLERK

927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

916-449-8220

CONSTRUCTION SECTION
640 BERGUT DRIVE
SUITE B
SACRAMENTO, CA
95814-0131

916-449-5282

August 1, 1989

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Del Paso Heights No. 10 (PN:TE81) - Resolution Appropriating Additional Funds and Contract Award

SUMMARY

This project has been advertised for bid. Bids have been received and additional funds are needed to award the contract. The item was considered by the Budget and Finance Committee at their meeting on July 25, 1989.

BACKGROUND

The Background Information is presented in the attached report to the Budget and Finance Committee.

FINANCIAL DATA

The Financial Data is presented in the attached report to the Budget and Finance Committee.

POLICY CONSIDERATIONS

None.

MBE/WBE EFFORTS

The MBE/WBE Efforts are presented in the attached report to the Budget and Finance Committee.

City Council
Del Paso Heights No. 10 (PN:TE81)
August 1, 1989
Page 2

RECOMMENDATION

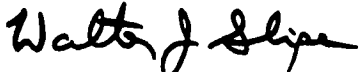
It is recommended that the City Council approve the appropriation of funds by adoption of the attached resolution, accept the low bid of Teichert Construction in the amount of \$543,185 and award the contract.

Respectfully submitted,



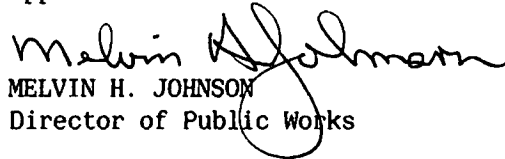
THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:



WALTER J. SLIPE
City Manager

Approved:



MELVIN H. JOHNSON
Director of Public Works

CONTACT PERSON:
N. Dee Lewis, Supervising Engineer
449-8230

August 1, 1989
District No. 2

GDC:jg
ED6-27.A
07.1189

RESOLUTION NO. 89-603

ADOPTED BY THE SACRAMENTO CITY COUNCIL

APPROVED
BY THE CITY COUNCIL

AUG 1 1989

ON DATE OF _____

OFFICE OF THE
CITY CLERK

RESOLUTION APPROPRIATING ADDITIONAL
FUNDS FOR DEL PASO HEIGHTS NO. 10
PN:TE81

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

- 1. Bids have been received for the construction of the Del Paso heights No. 10 project and additional funds are needed to award the contract.
- 2. The Capital Improvement Program is hereby amended by increasing the revenue budget (206-500-TE81-3530) by the \$255,000 of Tax Increment funds as provided by the Individual Project Agreement with the Sacramento Housing and Redevelopment Agency.
- 3. The Capital Improvement Program in further amended by appropriating \$255,000 from the revenue budget (206-500-TE81-3530) into the Del Paso Height NO. 10 project (206-500-TE81-4820) for the purpose stated in paragraph 1 above.

MAYOR

ATTEST:

CITY CLERK

ED6-25.A
07.1080

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____



4
18

DEPARTMENT OF
PUBLIC WORKS

CITY OF SACRAMENTO
CALIFORNIA

ENGINEERING DIVISION

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

916-449-8220

CONSTRUCTION SECTION
640 BERCLT DRIVE
SUITE B
SACRAMENTO, CA
95814-0131

916-449-5282

July 25, 1989

Budget and Finance Committee
Sacramento, California

Honorable Members In Session:

SUBJECT: Del Paso Heights No. 10 (PN:TE31) - Appropriation of Additional Funds

SUMMARY

This project has been advertised for bid. Bids have been received and additional funds are needed to award the contract.

BACKGROUND

This project will install improvements along Fell Street from North Avenue to Interstate 80 and along Rene Avenue from Fell Street to Balsam Street. The improvements will include installation of new street surfaces, curbs, gutters and sidewalks, a new street lighting system, storm drainage system and expansion of the sanitary sewer system.

On May 16, 1989, the City Council approved the plans and specifications for this project. On June 13, 1989 bids were received and opened by the City Clerk. The bids received were:

Teichert Construction	\$543,185.00
R. C. Collet, Inc.	\$553,700.00
Granite Construction Co.	\$648,361.00
Grade-Way Construction	\$910,487.20

The engineer's estimated construction cost was \$435,200. The estimated project completion date is January 15, 1990.

4
18
C

FINANCIAL DATA

Additional funds are needed for this project. The estimated total project cost, including all planning design and construction costs, is \$669,000. The current budget is \$414,000, which was approved in the Capital Improvement Program with \$200,000 from Community Development Block Grant Funds (205) and \$214,000 from Tax Increment Funds (206). The Sacramento Housing and Redevelopment Agency has amended the existing Individual Project Agreement with the City by allocating an additional \$255,000 of Tax Increment Funds (206) for the project. The funds currently available for this project amount to \$351,000 as of July 5, 1989.

POLICY CONSIDERATIONS

None.

MBE/WBE EFFORTS

Plans and specifications were sent to nineteen (19) plan rooms and construction services organizations for publications and use by the construction industry in Northern California. There are four (4) organizations on the distribution list that are directly involved with MBE/WBE contractors. There were nineteen (19) planholders for this project, three (3) of whom are certified MBE/WBE contractors; however, none of the three submitted a bid.

The project included the goals of 20% MBE and 5% WBE subcontracting and the submission of the bidder's "good faith" efforts documentation to meet the goals. The low bidder, Teichert Construction, achieved 10.7% participation for MBE and 3.3% for WBE and the documentation shows that they would have met the MBE goal if the MBE's that they contacted had submitted bids. The second low bidder, R. C. Collet, Inc., achieved 5.0% participation for MBE and 2.1% for WBE. The "good faith" documentation submitted by R.C. Collet, Inc. indicated that the goals would have been met if all the MBE/WBE's that were contacted had submitted bids. The Sacramento Housing and Redevelopment Agency has reviewed the "good faith" documentation and has recommended award of the contract to Teichert Construction.

7
18

Budget and Finance Committee
Del Paso Heights No. 10
July 25, 1989
Page 3

RECOMMENDATION

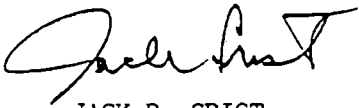
It is recommended that the Budget and Finance Committee approve the appropriation of funds and forward the report to the full City Council for adoption of the attached resolution and award of the contract.

Respectfully submitted,



THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:



JACK R. CRIST
Deputy City Manager

Approved:



MELVIN H. JOHNSON
Director of Public Works

CONTACT PERSON:

N. Dee Lewis, Supervising Engineer
449-8230

July 25, 1989
District No. 2

GDC:eh
ED6-25.A
07.1089

Attachment



DEPARTMENT OF
PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

CITY OF SACRAMENTO
CALIFORNIA

927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

916-449-8220

CONSTRUCTION SECTION
640 BERGUT DRIVE
SUITE B
SACRAMENTO, CA
95814-0131

916-449-5282

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, City Hall, 915 I Street, Room 304, up to the hour of 10:30 a.m. on June 13, 1989 and opened at 10:30 a.m., or as soon thereafter as business allows, in the Council Chambers, City Hall, for construction of:

DEL PASO HEIGHTS NO. 10
(PN:TES1)

as set forth in the Construction Documents adopted May 16, 1989
by the City of Sacramento.

All such proposals received and any work performed thereunder must comply with the requirements of Chapter 58 of the Sacramento City Code (Ordinance No. 3129, Fourth Series).

Bids must be submitted on printed forms supplied by the City Clerk to prospective bidders for a non-refundable fee of \$ 35.00, and enclosed in an envelope marked: "Sealed Proposals for the:

DEL PASO HEIGHTS NO. 10
(PN:TE31)

Copies of the Sealed Proposal forms and accompanying documents are available at the Office of the City Clerk, City Hall, 915 I Street, Room 304, Sacramento, CA 95814.

Contractors bidding on this project must possess a Class A license. This contract is subject to: (1) Federal Labor Standards as required under the Davis-Bacon Act and other applicable Federal requirements, (2) Affirmative Action Requirements pursuant to Executive Order 11246, (3) Section 3 Requirements of H.U.D. Act of 1968, and (4) Disadvantaged and Women's Business Enterprises (DB/WBE) development pursuant to Executive Order 12432. The Community Development Block Grant (CDBG) projects have a goal of twenty percent (20%) for Disadvantaged Business Enterprises (DB's) and a goal of five percent (5%) for Women's Business Enterprises (WBE's).

Employment preference in all cases shall be given to legal residents of the City of Sacramento pursuant to the Section 3 Requirements.

All labor on the project shall be paid no less than the minimum wage rate as established by the U.S. Secretary of Labor or as determined by the Director of California Department of Industrial Relations. The higher of the two rates will be paid in accordance with the following acts and codes:

- (1) The Davis-Bacon Act, and
- (2) Section 1770 of the California Labor Code

A copy of the minimum wage rates established by the U.S. Secretary of Labor is included in these specifications and copies of the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations are on file at the Office of the City Clerk. These copies shall be made available to any interested party on request.

It is the intent of the City Council to encourage bids from business concerns which are located in or owned in substantial part (51 percent or more) by persons residing within the City of Sacramento; and which qualify as "small" under the Small Business Administration, as required by Section 3 of the Housing and Urban Development Act of 1968. Firms owned by persons residing in the Target Area are particularly encouraged to submit bids. Minority and Women-owned firms are also encouraged to bid.

It is important that contractors be aware that the contract shall be awarded to the lowest responsive and responsible bidder. Responsive and responsible is measured not only on the basis of the cost of the project, but also how effectively the DB/WBE, local hire, and neighborhood hire goals are met and the good faith efforts shown to meet the goals, if the goals were not attained.

Pursuant to Government Code Section 4590, any contract awarded pursuant to this invitation for bid shall contain a provision permitting the substitution of securities for any money withheld to ensure performance under the contract. The terms of such provisions shall be according to the requirements of Government Code Section 4590.

Each bid must be accompanied by security consisting only of California Bank Cashier's Check, certified check, California Bank Money Order, or bid bond made payable to the order of the City Director of Finance in the sum of ten percent (10%) of the sum of the proposal.

The right to reject any and all bids or to waive any informality in any bid received is reserved by the City Council.

ANNE MASON
ACTING CITY CLERK

Pre-Bid Conference

All bidders shall attend a pre-bid conference for clarification of the good faith effort required to meet the federal requirements for DB/WBE utilization.

The conference will be held at:

927 10th Street, Room 200
Sacramento, California

on

June 7, 1989, at 10:00 a.m. or June 8, 1989 at 10:00 a.m.

NOTICE TO BIDDERS

The bid package to be submitted on June 13, 1989 must contain, as a minimum, the following completed documents:

Pages B-4, B-5, B-6, B-7, B-8

Page E-1 or E-2

Page F-2

Sealed Proposal sheets

Bid Deposit

CITY OF SACRAMENTO

SECTION 3 REQUIREMENTS

The Developer, Contractor, and all subcontractors will comply with Section 3 of the Federal Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

PURPOSE

To provide business and employment opportunities for small businesses and lower income persons located in the H.U.D. assisted project areas.

BUSINESS OPPORTUNITIES

To the greatest extent feasible, contracts for work in connection with the improvement or construction of the project shall be awarded to small businesses which are located in, or owned in substantial part (51%) by person(s) residing in the City of Sacramento. Contractors are particularly encouraged to use businesses in the Del Paso Heights area.

EMPLOYMENT OPPORTUNITIES

To the greatest extent feasible, the Contractor and subcontractors will provide employment opportunities and training to lower income persons residing in the project area which is defined as the City of Sacramento. Contractors are particularly encouraged to hire lower income residents of the Del Paso Heights area.
(See page C-7.)

AFFIRMATIVE ACTION PLAN

Prior to letting a contract or subcontract, regardless of tier for a Section 3 covered project, prospective contractors must provide the City of Sacramento with an affirmative action plan for subcontracting with small business concerns located in the project area and for utilizing, to the greatest extent feasible, lower income project area residents as employees and trainees. The goal for employment utilization is to have 51% of the labor force working on the project be from the City of Sacramento.

Prior to contract award, the contractor is required to complete the attached Section 3 Employment and Contracting Plan format (Exhibit A). For assistance in completing this form, contractors may contact the Community Development Block Grant Department of the Sacramento Housing and Redevelopment Agency.

SECTION 3 CONTRACT PROVISIONS

Sec. 1320 Assurance of Compliance with Regulations

- A. Every contract or agreement for a grant, loan, subsidy, or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development, entered into by the City of Sacramento using funds provided by the Department of Housing and Urban Development shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department of Housing and Urban Development issued thereunder.
- B. Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause, Section 1320 Contract language).

Sec. 1320 Contract Language

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which area located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assignees. Failure to fulfill these requirements shall subject the applicant or successors, and assignees to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and such sanctions as are specified by 24 CFR 135.

FILED

JUN 18 1959

By the
Office of the City Clerk

EXHIBIT "A"

SECTION 3 EMPLOYMENT & CONTRACTING PLAN FORMAT

Name of Contractor:

TEICHERT CONSTRUCTION

Services to be Provided:

CONSTRUCT COMPLETE PROJECT, DEL PASO HEIGHTS # 10.

Contract Amount:

SEE PROPOSAL SHEETS.

The following work force is anticipated to be necessary to satisfactorily complete this work:

TRADE/JOB CLASSIFICATION		EXISTING WORK FORCE	ANTICIPATED NEW HIRES
<u>Union Personnel</u>			
Laborers	15 EA		0
Masons	8 EA		0
Operating Engineers	10 EA	460 EA	0
Plumbers	3 EA		0
Teamsters	6 EA		0
<u>Non Union Personnel</u>			
Office Personnel	25 EA	250 EA	0
Watchman	1 EA	0	0

FILED
JUN 13 1999
BY [illegible]
[illegible]

EXHIBIT A

Either A or B

A. The proposed work will not require hiring additional personnel. In the event that such hiring is required, TEICHERT CONSTRUCTION
(Name of Contractor)
_____ will recruit from the following sources:

Union Halls.

Priority will be given to lower income Section 3 Project Area Residents.*

B. _____ anticipates that _____
(Name of Contractor)
new hires will be required. Recruitment of new personnel will be done through the following sources:

JUN 15 1959

By the
Office of the City Clerk

* Section 3 Project Area Residents are low income residents of the City of Sacramento.

EXHIBIT A

Teichert Construction has established the following
(Name of Contractor)

Section Three (3) goals:

JOB CLASSIFICATION	NEW HIRES	# LOWER INCOME SECTION 3 RESIDENTS
Watchman	1 EA	1 EA

FILED
14 FEB 1988
3-10-88
MICHIGAN DEPARTMENT OF
COMMUNITY DEVELOPMENT

Teichert Construction currently anticipates using the
(Name of Contractor)
services of the following small business located within the Section 3
Project Boundaries as subcontractors or material suppliers.

None

EXHIBIT A

NAME	DESCRIPTION OF WORKER MATERIALS	CONTRACT AMOUNT
------	------------------------------------	-----------------

FILED
MAY 10 1955
FBI - MEMPHIS

EXHIBIT A

All subcontractors engaged by Teichert Construction also
(Name of Contractor)
agree to comply with the Section 3 Plan presented above.

Teichert Construction agrees to undertake a good
(Name of Contractor)
faith effort to comply with all of the provisions of Section 3 of the
Housing and Urban Development Act of 1968.

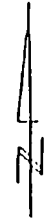
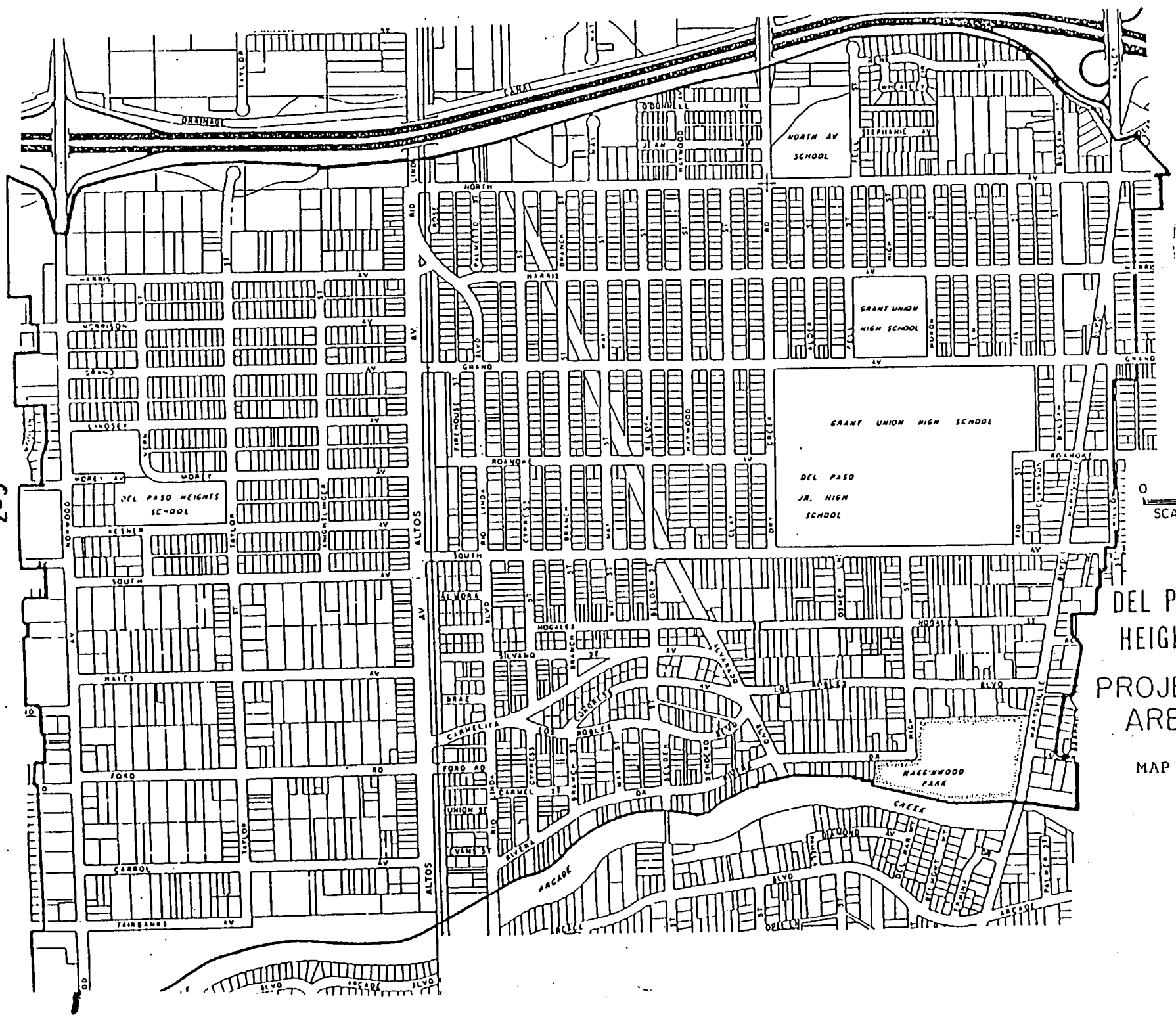
SIGNED:

Douglas E. Meyer
(NAME)

Douglas E. Meyer, District Manager
(TITLE)

FILED
JUN 13 1968
By SA
Office of the US, Dept

C-7



0 500 1000
SCALE IN FEET

DEL PASO
HEIGHTS
PROJECT
AREA
MAP 3

**DISADVANTAGED BUSINESS AND
WOMEN'S BUSINESS ENTERPRISES
SPECIAL REQUIREMENTS AND CONDITIONS**

SECTION 1.0 - DB AND WBE REQUIREMENTS

1.01 - DISADVANTAGED AND WOMEN'S BUSINESS ENTERPRISES - This project is subject to Executive Order 12432, entitled "Minority Business Enterprises Development"; Executive Order 11625, entitled "Prescribing Additional Arrangements for Developing and Coordinating a National Program for Minority Business Enterprise"; Executive Order 12138, entitled "Prescribing Arrangements for Developing, Coordinating, and Implementing a National Program for Women Business Enterprise"; and OMB Circular A-102, Attachment O, Section 9.

Bidders shall be fully informed with respect to the requirements of these regulations and the City's Disadvantaged Business (DB) and Women's Business Enterprises (WBE) program developed pursuant to these regulations.

To comply with the regulations and to qualify as a responsive bidder, the bid must comply with the requirements of the regulations and meet or exceed the participation goals or document the good faith efforts (as determined by the City) to have done so. Failure to comply is evidence that the bidder is non-responsive. Particular attention is directed to the following matters:

- (a) A DB or WBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- (b) A DB or WBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, or vendor of materials or supplies.
- (c) A DB or WBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control. The DB or WBE joint venturer must submit either the Sacramento Housing and Redevelopment Agency's form entitled "Information for Determining Minority Business Enterprises and Women's Business Enterprises Joint Venture Eligibility," CalTrans form, or other form that is acceptable by the City of Sacramento.
- (d) A DB or WBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.
- (e) Credit for a DB or WBE vendor of materials or supplies is limited to 60 percent of the amount to be paid to the vendor for the material unless the vendor manufactures or substantially alters the goods; then it is counted as 100 percent.

Credit for trucking by DB's or WBE's will be as follows:

- (1) The amount (100 percent) to be paid when DB or WBE truckers will perform the trucking with his/her own trucks, tractors, and/or employees.
- (2) Twenty (20) percent of the amount to be paid to DB and WBE trucking brokers who do not have a "certified roster".
- (3) One hundred (100) percent of the amount to be paid to DB and WBE trucking brokers who have:
 - (a.) Signed agreements that all trucking will be performed by DB truckers if credit is toward DB goals or by WBE truckers if credit is toward WBE goals.
 - (b.) A "certified roster" showing all trucks are owned by certified DB's or WBE's, as the case may be, and
 - (c.) A signed statement on the "certified roster" that indicates that 100 percent of revenue paid by the broker will be paid to the DB's or WBE's listed on the "certified roster".
- (4) Twenty (20) percent of the amount to be paid to trucking brokers who are not DB or WBE but who have:
 - (a.) Signed agreements with DB or WBE truckers assuring that at least 20 percent of the trucking will be performed by DB truckers if credit is toward DB goals or by WBE truckers if credit is toward WBE goals.
 - (b.) A "certified roster" showing that at least 20 percent of the number of trucks are owned by certified DB or WBE truckers, as appropriate, and
 - (c.) A signed statement on the "certified roster" that indicates that at least 20 percent of the revenue paid by the broker will be paid to the DB's or WBE's listed on the "certified roster".

The "certified roster" referred to herein shall conform to the requirements in "DB/WBE Participation Information".

- (f) A DB or WBE must be a certified DB or WBE on the date bids for the project are opened before credit may be allowed toward the DB or WBE goal.

The Sacramento Housing and Redevelopment Agency's DB/WBE Directory and CalTrans DB/WBE Directory identifies DB's and WBE's which have been certified. Others may also qualify for certification, but must be certified before bid opening. The DB and WBE directories may be obtained from the Office of the Engineering Division Manager, Engineering Division, 927-10th Street, Room 200, Sacramento, CA 95814, or from Sacramento Housing and Redevelopment Agency's DB/WBE Coordinator, 630 I Street, Sacramento, CA 95814.

- (g) Noncompliance by the contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for such breach.
- (h) Bidders are encouraged to utilize services offered by banks owned and controlled by minorities or women.

1.02 - DB AND WBE GOALS FOR THIS PROJECT - The Agency has established the following goals for Disadvantaged Business (DB) and Women's Business Enterprise (WBE) participation for this project:

Disadvantaged Business (DB)	<u>20</u> percent
Women's Business Enterprise (WBE)	<u>5</u> percent

To assure that goals for DB and WBE participation are met, it is the bidder's responsibility to 1) make a sufficient portion of the work available to subcontractors and suppliers and 2) to select those portions of the work or material need consistent with the available DB and WBE subcontractors and suppliers. For assistance in preparing bids for subcontracting or supplying materials, DB/WBE's may contact:

DB/WBE Coordinator
Sacramento Housing and Redevelopment Agency
630 I Street
Sacramento, CA 95814
(916) 440-1322

Bidders may utilize the services of the Sacramento Housing and Redevelopment Agency to contact interested DB/WBE's.

SECTION 2.0 - SUBMISSION OF DB AND WBE INFORMATION, AWARD, AND EXECUTION OF CONTRACT

2.01 - DB/WBE PARTICIPATION INFORMATION - 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 submittal of DB and WBE information, the award, and execution of contract.

It is the bidder's responsibility to meet the goals for DB and WBE participation or to provide information to establish that, prior to bidding, the bidder made good faith efforts to do so, as outlined in "Guidance Concerning Good Faith Efforts", Section 3.01 of these Special Provisions.

Each bidder shall submit with the bid proposal the required DB and WBE information documents F-2, "Designation of Subcontractors", and either E-1, "Bidder's Assurance of Compliance", or E-2, "Certification of Minimal or No DB/WBE Subcontracting". The information submitted to indicate the DB and WBE participation shall include the name and business address of each DB and WBE to be used, a complete description of work or supplies to be provided by each, and the dollar value to be paid to each DB and WBE under the contract. This information must be listed in the "Designation of Subcontractor" form and all DB's and WBE's must be identified in this form (F-2).

It is agreed that the Bidder's security furnished under the provisions of Section 2-8, "Proposal Guarantee" of the Standard Specifications shall also be security for the

Bidder's compliance with the DB and WBE information requirements in Section 2.01A, "DB and WBE Good Faith Documentation", herein. It is further agreed that if the bidder fails to submit the required DB and WBE information by the times specified in said Section 2.01A, such failure shall be deemed to be a failure to execute the contract and shall be just cause for the forfeiture of the security of the bidder.

2.01A - DB AND WBE GOOD FAITH DOCUMENTATION - The apparent successful bidder (low bidder) and the second low bidder shall submit documentation of their good faith efforts to the office of the Engineering Division Manager, Engineering Division, 927 10th Street, Room 200, Sacramento, CA 95814, no later than 3:00 p.m. on Friday following bid opening. Other bidders need not provide good faith documentation unless requested by the Department. When such request is made, the good faith documentation of such bidder shall be submitted within five (5) days, unless a later time is authorized by the Department.

The bidders' DB and WBE Information submitted with the proposal and the good faith documentation shall establish that the DB and WBE goals will be met or that a good faith effort to meet those goals has been made.

Bidders are cautioned that even though their DB and WBE information indicates that they meet the stated DB and WBE goals, the documentation of their good faith effort should be submitted to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goals have not been met. Therefore, all bidders should keep records of their good faith efforts.

The information necessary to establish the bidder's good faith efforts to meet the DB and WBE goals should include:

- (1) The names and dates of advertisements of each newspaper, trade paper, and minority-focus paper in which a request for DB and WBE participation for this project was placed by the bidder.
- (2) The names and dates of notices of all certified DB's and WBE's solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DB's or WBE's were interested.
- (3) The items of work for which the bidder requested subbids or materials to be supplied by DB's and WBE's; the information furnished interested DB's and WBE's in the way of plans, specifications, and requirements for the work; and any breakdown of items of work into economically feasible units to facilitate DB or WBE participation. If a contractor is not subcontracting portions of the work or subcontracting a percentage of the work which is less than the DB or WBE goals, the good faith documentation form must be completed and submitted.
- (4) The names of DB's and WBE's who submitted bids for any of the work indicated in (3) above who were not accepted, a summary of the bidder's discussion and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting a DB or WBE bid was price, give the price bid by the rejected DB or WBE and the price bid by the selected subcontractor or supplier. Since the utilization of available DB's and WBE's is expected, only a significant price difference will be considered as cause for rejecting such DB or WBE bids.

- (5) Assistance that the bidder has extended to DB's and WBE's identified in (4) above to remedy the deficiency in their subbids.
- (6) Any additional data to support a demonstration of good faith effort, such as contacts with DB and WBE assistance agencies.

2.01B - AWARD OF CONTRACT - The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goals for DB and WBE participation or has demonstrated, to the satisfaction of the Department, good faith efforts to do so. Meeting the goals for DB and WBE participation or demonstrating, to the satisfaction of the Department, good faith efforts to do so is an essential element of a responsive bid.

SECTION 3.0 - GOOD FAITH EFFORTS

3.01 - GUIDANCE CONCERNING GOOD FAITH EFFORTS - In order to determine a bidder's responsiveness who has failed to meet the DB/WBE contract goals, the Department must determine that the bidder has made "good faith" efforts to meet the goals, meaning that bidder has made active and aggressive attempts that could reasonably be expected to produce DB/WBE participation sufficient to meet the goals, given all relevant circumstances.

In determining whether a bidder has made good faith efforts, it will usually be important for the Department to look not only at the different kinds of efforts that the bidder has made, but also at the quantity and intensity of those efforts. The Department, therefore, has no fixed or exclusive criteria for determining good faith efforts. However, the Department hopes to assist bidders by providing the following as a guideline of various efforts which could, when approached aggressively, be construed as "good faith" efforts.

Recognizing that such a list is not exhaustive, the following is offered as examples of the kinds of efforts possible:

- (a) Whether the contractor attended the pre-bid meetings that were scheduled by the City to inform DB/WBE's of contracting and subcontracting opportunities;
- (b) Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (c) Whether the contractor provided written notice to a reasonable number of specific DB/WBE's that their interest in the contract was being solicited, in sufficient time to allow the DB/WBE's to participate effectively;
- (d) Whether the contractor followed up initial solicitations of interest by contacting DB/WBE's to determine with certainty whether the DB/WBE's were interested;
- (e) Whether the contractor selected portions of the work to be performed by DB/WBE's in order to increase the likelihood of meeting the DB/WBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DB/WBE participation);
- (f) Whether the contractor provided interested DB/WBE's with adequate information about the plans, specifications and requirements of the contract;

- (g) Whether the contractor negotiated in good faith with interested DB/WBE's, only rejecting DB/WBE's as unqualified based upon sound and substantial reasons after a thorough investigation;
- (h) Whether the contractor made efforts to assist interested DB/WBE's in obtaining bonding, lines of credit, or insurance required by the City or contractor; and
- (i) Whether the contractor effectively used the services of available minority and women's community organizations, minority and women's contractor groups, local State and Federal minority and women's business assistance offices, and other organizations that provide assistance in the recruitment and placement of DB/WBE's.

SECTION 4.01 - DEFINITIONS

4.01 - DEFINITIONS - The following are definitions used by the City of Sacramento's Disadvantaged and Women's Business Enterprise Program in determining DB/WBE's.

Disadvantaged Business (DB):

A disadvantaged business that has submitted a "Disadvantaged Business/Women's Business Enterprise Self-Certification" to, and been accepted as, a bona fide DB by the Sacramento Housing and Redevelopment Agency (SHRA). In addition, the following requirements apply:

An independent business concern which is at least 51% owned and controlled by minority group member(s). Ownership and control can be measured by:

- (a) Responsibility for performance of contract work.
- (b) Management responsibility.
- (c) At least 51% share of profits and risk
- (d) Other data (such as voting rights) that may be related to ownership and/or control.

Minority Group Member:

A person who is Black, Asian or Pacific Islander, Hispanic, or American Indian or Alaskan Native.

- (1) Black - Black Americans consist of all U.S. citizens other than Hispanic, having origins in any of the Black racial groups of Africa.
- (2) Asian/Pacific Islander - Asian and Pacific Island Americans consist of U.S. citizens having origins in any of the original people of East Asia, Southeast Asia, the Asian subcontinent, and the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippines, Vietnam, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, as well as the Hawaiian Islands. The Indian subcontinent takes in the countries of India, Pakistan, Bangladesh, Sri Lanka, Sikkam, and Bhutan.

- (3) Hispanic - Hispanic Americans consist of U.S. citizens with origins from Puerto Rico, Mexico, Cuba, or South or Central America. Only those persons from Central and South American countries who are of Spanish origin, descent, or culture should be included in the category. Persons from Brazil, Guyana, Surinam, or Trinidad, for example, would be classified according to their race and would not necessarily be included in the Hispanic category. In addition, this category does not include persons from Portugal, who should be classified according to race.
- (4) American Indian/Alaskan Native - American Indians or Alaskan Natives consist of persons having origins in any of the original groups of North America, including the Aleutian Islands, or who maintain cultural identification through tribal affiliation or community recognition, or who demonstrate at least one-quarter descent from such groups.

Women's Business Enterprise (WBE):

A Women's Business Enterprise that has submitted a "Disadvantaged Business/Women's Business Enterprise Self-Certification" form to, and been accepted as, a bona fide WBE by SHRA. In addition, the following requirements apply:

- (1) An independent business which is at least 51% owned by a woman or women who also control and operate it.
 - (a) Ownership - Determination of whether a business is at least 51% owned by a woman or women shall be made without regard to community property law. For example, an otherwise qualified WBE which is 51% owned by a married woman in a community property state will not be disqualified because her husband has a 50% interest in her share. Similarly, a business which is 51% owned by a married man and 49% by an unmarried woman will not become a qualified WBE by virtue of his wife's 50% interest in his share of the business.
 - (b) Control and Operation - "Control" means exercising the power to make policy decisions and "operate" means being actively involved in the day-to-day management of the business.
 - (c) Socially Disadvantaged - Individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identification as members of certain groups.
 - (d) Economically Disadvantaged - Are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities.
 - (e) Contractor - The individual, partnership, corporation, joint venture, or other legal entity entering into a contract with the City of Sacramento.
 - (f) Subcontractor - The individual partnership, corporation, or other legal entity entering into a contract with the contractor to perform a portion of the work.
 - (g) Joint Venture (JV) - A business enterprise formed by a combination of firms under a JV agreement. To qualify as a bona fide DB/WBE, the

minority-owned/woman- or women-owned and controlled firms in the joint venture must:

- (1) Satisfy all requirements for bona fide DB/WBE participation in their own right.

In cases where a minority woman or women owned firm participates in a JV, the percentage may be credited towards DB participation or as WBE participation, or allocated, but may not be credited fully to both.

- (2) Share a clearly defined percentage of the ownership, management responsibilities, risks, and profits of the JV. Only this percentage will be credited towards the DB/WBE goal.
- (h) Brokerage - Buying and selling for others on commission or other fee basis without maintaining a warehouse or other similar inventory storage facilities (supplier and wholesale arrangements may also fall into this business enterprise category).
 - (i) Construction - Erection, building, alteration, remodeling, improvement or extension of building, structure, or other property.
 - (j) Subagreement - A written agreement between the grantee and contractor and any lower tier agreement for services, supplies, or construction necessary to complete the project.

SECTION 5.0 - MISCELLANEOUS

5.01 - PREVAILING WAGE - All labor on the project shall be paid no less than the minimum wage rates as established by the Secretary of the U.S. Department of Labor or as Determined by the director of the California Department of Industrial Relations. The higher of the two rates shall be paid in accordance with the following acts and codes:

- (1) The Davis-Bacon Act, and
- (2) Section 1770, and following, of the California Labor Code.

A copy of the minimum wage rates established by the Secretary of the U.S. Department of Labor is included in these specifications and a copy of the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations is on file at the office of the City Clerk, 915 I Street, Room 304, Sacramento, CA 95814. Those copies shall be made available to any interested party on request.

The wage rates determined by the Director of the California Department of Industrial Relations refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published wage rate shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate to become effective expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date, and shall apply to this contract in the same manner as if it had

been in effect at the time of publication of the "Notice to Contractor". If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of previous wage rate. If the last of such predetermined wage rate expires during the life of this contract, such wage rates shall apply to the balance of the contract.

5.02 - PAYROLL RECORDS - Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Sections 16016 through 16019 and Section 16207.10 through 16207.19 of Title 8, California Administrative Code. The Contractor is required to comply with the provisions of Section 1776 of said Labor Code. The Contractor shall also be responsible for compliance by his subcontractors.

5.03 - REPORTING REQUIREMENTS AND SANCTIONS - Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications shall be considered noncompliance. The minimum documents required include the following:

- (1) List of Subcontractors - Due with bid.
- (2) Certified Payroll Reports - Due within seven (7) days of the ending date of the payroll period.
- (3) Fringe Benefit Statement - Due with first payroll report and any time fringe benefits change.
- (4) Apprenticeship Certifications - Due with first payroll report on which the apprentice appears.
- (5) Form CC-257 - Monthly Employment Utilization Report - Due by fifth day of the month for the prior month.

Other documentation may be required depending on the source of funding for the project.

Contractors found by the Owner to be in noncompliance will be advised of the specific deficiencies and urged to make immediate corrections. They should also be advised that monetary deductions may be made for failure to effect corrections or delinquencies. If the contractor fails to correct a deficiency within 15 days after notification, a deduction may be made from the contract amount payable to contractor. In such cases, the deduction shall be 10 percent of the estimated value of the work performed during the month, except that the deduction will not exceed \$10,000 nor be less than \$1,000 and shall be deducted from the next progress payment.

5.04 - DB AND WBE RECORDS - The contractor shall maintain records of all subcontracts entered into with certified DB and WBE subcontractors and records of materials purchased from certified DB and WBE suppliers. Such records shall show the name and business address of each DB and WBE subcontractor or vendor and the total dollar amount actually paid each DB and WBE subcontractor or vendor.

Upon completion of the contract, a summary of these records shall be prepared, certified correct by the contractor or his authorized representative, and shall be furnished to the engineer.

5.05 - PERFORMANCE OF DB AND WBE SUBCONTRACTORS AND SUPPLIERS - The DB's and WBE's listed by the contractor in response to the requirements in the section of these special provisions entitled "Submission of DB and WBE Information Award and Execution of Contract", which are determined by the City/Agency to be certified DB's and WBE's, shall perform the work and supply the materials for which they are listed unless the contractor has received prior written authorization to perform the work with other forces or to obtain the material from other sources.

Authorization to utilize other forces or sources of materials may be requested for the following reasons:

- (1) The listed DB or WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract based upon the general terms, conditions, plans, and specifications for the project, or on terms of such subcontractor's or suppliers written bid.
- (2) The listed DB or WBE becomes bankrupt or insolvent.
- (3) The listed DB or WBE fails or refuses to perform his/her subcontract or to furnish the listed materials.
- (4) The listed DB or WBE subcontractor fails or refuses to meet the bond requirements of the contractor.
- (5) The work performed by the listed subcontractor is unsatisfactory and is not in substantial accordance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.

The contractor shall not be entitled to any payment for such work or materials unless it is performed or supplied by the listed DB or WBE or by other forces (including those of the contractor) pursuant to prior written authorization of the engineer.

5.06 - SUBCONTRACTING - Attention is directed to the provisions in Section 2-9, "Subcontractors", of the Standard Specifications.

The requirement in the fifth paragraph of said Section 2-9 that the contractor shall perform with his/her own organization contract work amounting to not less than 50 percent of the original contract price is not charged by these special requirements.

The DB and WBE information furnished under Section 2.01A, "DB and WBE Information", of these Special Provisions is in addition to the subcontractor information required to be furnished under said Section 2-9, "Subcontractors".

In accordance with the Federal DB regulations:

- (1) No substitution of a DB or WBE subcontractor shall be made at any time without the written consent of the City.
- (2) If a DB and WBE subcontractor is unable to perform successfully and is to be replaced, the contractor will be required to make good faith efforts to replace the original DB and WBE subcontractor with another DB and WBE subcontractor.

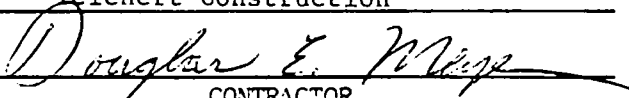
- (3) The requirements in Section 1.01(f), "Disadvantaged and Women's Business Enterprises". of these special provisions that DB's and WBE's be certified on the date bids are opened does not apply to DB or WBE substitutions made after award of the contract.

SUBMIT WITH BID PROPOSAL
IF USING SUBCONTRACTORS

**BIDDER'S ASSURANCE OF COMPLIANCE WITH THE FEDERAL COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM DISADVANTAGED AND WOMEN'S BUSINESS ENTERPRISE PARTICIPATION**

The undersigned Bidder hereby gives assurance pursuant to the requirements of the Federal Community Development Block Grant program that Bidder has made a reasonable good faith effort to meet the goals for Disadvantaged/Women's Business Enterprise participation specified for the contract for which this proposal is submitted and that Bidder, if the contract is awarded to Bidder, will have a Disadvantaged Business (DB) contract participation and Women's Business Enterprise (WBE) contract participation in the amounts of the totals of the entries made on page F-2 of this proposal. Bidder gives further assurance that Bidder will submit the documents required by said Regulations and contract specifications outlining the steps Bidder has taken to obtain DB and WBE participation if Bidder is unable to meet the contract goals for participation.

DATED: June 13, 1989

Teichert Construction

CONTRACTOR

Douglas E. Meyer, District Manager

FILED

JUN 15 1989

Office of the City Clerk

SUBMIT WITH BID PROPOSAL
IF USING NO SUBCONTRACTORS
AS DEFINED HEREIN

CERTIFICATION OF
MINIMAL OR NO DB/WBE SUBCONTRACTING

I certify under penalty of perjury under the Laws of the State of California that I will be performing all portions of the work under the Request for Bid for _____ Project with my own crews or a percentage of the work which prevents me from Subcontracting with Disadvantaged Businesses (DB's) or Women's Business Enterprises (WBE's) in accordance with the bid requirements.

Except as set forth in any attachment to this certification, other than using my normal crews or standard union referrals, I will not be:

1. Hiring any new employees;
2. Leasing or renting equipment;
3. Purchasing supplies/materials; or
4. Utilizing any trucking companies or trucking brokers.

I understand that if and to the extent that I am doing any of these items, then there is opportunity to subcontract with DB's and WBE's on this job. Therefore, I will follow bid solicitation steps outlined in bid specifications to solicit bids from appropriate DB's and WBE's to the extent that I will not be using my crews or union referrals.

Name of Firm

Signature

Date

GC1-04.I.EA

DESIGNATION OF SUBCONTRACTORS

In accordance with the provisions of these special Disadvantaged/Women's Business Enterprise Requirements, the Bidder shall list the name, license number, and location of place of business of all disadvantaged/women's subcontractors performing work or labor or rendering services in or about the construction of work to be performed hereunder, or a DB/WBE under subcontract to the undersigned to specifically fabricate and install a portion of said work according to detailed drawing contained in the plans and specifications, or a DB/WBE that will provide materials and supplies to this project.

The portion of the work which will be done by each subcontractor for each subcontract must be designated. Bidders must enter the dollar amount of the DB or WBE participation for both subcontractors and suppliers of goods and services.

DESIGNATION OF SUBCONTRACTORS
(Including suppliers and truckers)

NAME AND LICENSE NUMBER OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	DESCRIPTION OF WORK TO BE PERFORMED BY SUBCONTRACTOR	TOTAL DOLLAR AMOUNT OF CONTRACT	ENTER DB OR WBE STATUS AND CERTIFICATION NUMBER	SUBCONTRACTOR FEDERAL TAX I.D. #
W Cooper Fence All Counties Fence	Sacramento	Fencing	\$ 3,400 10,195	DB/84H075	680096865 797390194
Challenge Electric - Sacto		Electrical	62,728		680031140
Seares Trucking	Sacramento	Haul AC+AB	\$ 3,943	DB/87H5419	942659110
Donovan Trucking	Blairsville	Haul Spoil	\$ 1,300	WBE/86H1608	942904351
Valley Road Oil	Elk Grove	Tack Oil	\$ 960	WBE/88H6237	68-0163230
Garcia Dragage	Marysville	Pipe work	\$ 57,340	DBE/86H-1644	68-0087557
Amigo	Anderson	(portion) Pipe Mat. (portion)	26,693	WBE/89H1129	—

F-2

DATE BID OPENED	6/13/89
EMPLOYEE INITIALS	DM
MARK ONE BOX FOR EACH ITEM ONLY	
BID SECURITY	<input type="checkbox"/> NONE REQUIRED <input checked="" type="checkbox"/> PROPERLY SIGNED
BID DEPOSIT TYPE	<input checked="" type="checkbox"/> BID BOND <input type="checkbox"/> CALIF. BANK CASHIER'S CHECK <input type="checkbox"/> CERTIFIED CHECK <input type="checkbox"/> CASH <input type="checkbox"/> CALIF. BANK MONEY ORDER
AFTER AWARD OF BID	<input type="checkbox"/> SECURITY RETURNED <input type="checkbox"/> SECURITY ACCEPTED
EMPLOYEE INITIALS	
DATE	

FILED
JUN 15 1989
OFFICE OF THE CLERK
SACRAMENTO

TEICHERT CONSTRUCTION
 BIDDER
 BY Douglas E. Meyer
 TITLE Douglas E. Meyer, District Manager
 PHONE 916-386-6800
 DATE 6/13/89
 BIDDER'S FEDERAL TAX I.D. # 68-0174245
 BIDDER'S CONTRACTOR LICENSE #: 8

MUST BE SUBMITTED WITH BID
(ALSO E-1 OR E-2)

The apparent lowest and second lowest responsible bidder will be required to submit the following evidence of good faith efforts by 3:00 p.m. on Friday following the bid opening unless no subcontractors or suppliers are being used.

GOOD FAITH EFFORTS DOCUMENTATION FORM

This form was developed as a tool to be used by bidders in documenting "good faith efforts". Completing this form, in itself, does not constitute or assure compliance with the "good faith efforts" standard. This form is intended to provide the City with documentation which can be evaluated and verified to determine whether the Contractor exhibited "good faith efforts". It is important that the Bidder provide complete responses to the items in the form, as only this information can be considered in making the determination that "good faith efforts" were achieved. Information not stated in the responses cannot be considered.

Section 1.0 of the bid specifications presents the Disadvantaged Business Requirements. Section 3.01 of the contract bid specifications provides "Guidance for Good Faith Efforts", which will be used to evaluate your compliance. Please note that the solicitations and follow-up efforts must be sufficient to have met the stated DB/WBE goals. The contract will be awarded to the lowest responsive and responsible bidder. Responsive and responsible is assessed not only by the cost of the project, but also by compliance with the DB/WBE requirements. The City reserves the right to reject the lowest cost bid if the low bidder has not fully complied with these requirements.

All items addressed in this form are subject to verification by the City. Further, the City reserves the right to request additional information to clarify or verify accuracy of statements provided on the form. Bidder should maintain records documenting solicitations for DB/WBE subcontractors and follow-ups to the solicitations, including but not limited to letters to or from DB/WBE's, memoranda of telephone calls and meetings, and telephone logs.

It is important that the Bidder leave no blank answers on the form. If the Bidder performed no action on an item addressed in the form, he/she should state this and provide an explanation why no action was taken. It is important that the Bidder establish that the number and type of DB and WBE's solicited for subbids would have met the goals, if all DB/WBE's had accepted the work. While soliciting subbids from DB/WBE's, the Bidder might keep in mind that the easiest way to meet "good faith efforts" is to achieve the goals.

Complete responses to these seventeen questions on a separate sheet of paper. Clearly designate the item you are responding to and attach it to the signed affidavit.

1. List all the trades involved in this contract, including those trades which the prime contractor may provide.
2. Provide a list and copies of all advertisements placed in general circulation and trades or minority focused media which requested DB and WBE participation. Include in the list the names of media and dates of advertisement. If you did not advertise, please give reasons for not doing so.
3. Provide a list which includes names, addresses, and telephone numbers of all DB's and WBE's contacted by direct mail for this project, and indicate date of contact. Also provide copies of the solicitation and responses received.

4. Provide a list of all DB's and WBE's contacted by methods other than direct mail. Include names of companies, names of contact persons, addresses, telephone numbers, dates contact was made, method of contact, and a summary of what transpired.
5. Give the dates of, and methods used to, follow-up the initial solicitations. Follow-ups should be used to determine with certainty whether the DB's and WBE's were interested in bidding the project. Include the names of the companies, contact persons, addresses, telephone numbers, and a summary of what transpired.
6. Give a summary, to the best of your knowledge, of the responses by DB's and WBE's to the solicitations, i.e., Did they bid? If so, what were the bids? If they did not bid, why not? What was the reason for rejecting the bids?
7. List all items of work for which you requested subbids or material to be supplied by DB's or WBE's.
8. State the percentage of the total job represented by each item of work requested to be supplied by a DB or WBE.
9.
 - a.) State how the work was divided into economically feasible units in order to facilitate the utilization of DB's and WBE's.
 - b.) If the project was not divided into economically feasible units, explain why.
10.
 - a.) Describe the information furnished to interested DB's and WBE's in the way of plans, specifications, and requirements for the work to be performed.
 - b.) If no information was provided to DB's and WBE's, please explain why not.
11. Provide a list of DB's and WBE's who submitted bids which were not accepted. Include names and company addresses, phone numbers, contact persons, contract portion included in the subbid, and amounts of the subbids.
12. Give a summary of your discussions and/or negotiations with the DB's and WBE's listed in Item 11.
13. List the reasons for your decision to reject DB/WBE subbids. If the reason for rejecting a DB or WBE subbid was price, give the price bid by the rejected DB/WBE and the price bid by the selected subcontractor or supplier.
14.
 - a.) Identify the assistance that you have extended to DB's and WBE's to remedy any deficiency in their subbids.
 - b.) If no assistance was given, explain why not.
15.
 - a.) State the efforts that you made to assist interested DB's or WBE's in obtaining bonding, lines of credit, or insurance required by you or the City.
 - b.) If no assistance was given, explain why not.
16.
 - a.) Provide a list of DB and WBE assistance groups contacted. Include names of organizations, addresses, telephone numbers, contact persons, and results of the contact.
 - b.) If no DB/WBE assistance groups were contacted, explain why not.
17. Please state any additional data you would like to add to support a demonstration of "good faith efforts".

AFFIDAVIT

The undersigned hereby declares under penalty of perjury under the Laws of the State of California that the foregoing statements are true and correct. I acknowledge that any misrepresentation of a material fact in said statements may be grounds for initiating action under Federal or State laws and for rejecting the solicited bid.

Name of Bidder

Name of Person Completing Form

Date

County Where Signed

MINORITY/WOMEN'S BUSINESS ENTERPRISE DIRECTORY

CONSTRUCTION TRADES

ADDITIONS

WBE-265
CUTTER CONSTRUCTION COMPANY,
INC.
P O BOX 13734
SACRAMENTO, CA 95853
916-423-1081

ASPHALT/PAVING

WBE-138
DEANN CONSTRUCTION, INC.
7670 SHADOW OAKS LANE
ROSEVILLE, CA 95661
916-791-7221

MBE-188
RAMCON
1450 HARBOR BLVD.
WEST SACRAMENTO, CA 95691
(Mailing address)
P.O. Box 1024
West Sacramento, CA 95691
(916) 372-7535

MBE-178
S & R CONSTRUCTION CO.
2751 FRUITRIDGE ROAD #13.
SACRAMENTO, CA 95820
(916) 452-9021

MBE-252
MBE PAVING, INC.
3100 GOLD NUGGET WAY
PLACERVILLE, CA 95667
916 622-8923

MBE-056
C & G CONTRACTORS, INC.
23878 CLAWITER ROAD
HAYWARD, CA 94545
415 785-3410

MBE-012
RAMIREZ CONSTRUCTION
ROUTE 1 BOX 870-B
WOODLAND, CA 95695
916 662-0447

MBE-018
L & P CONSTRUCTION
4518 LIPPI PARKWAY
SACRAMENTO, CA 95823
916 334-2626

MBE-038
CRYSTAL CREEK CONSTRUCTION
1263 CALIFORNIA ST.
REDDING, CA 96001
(Mailing address)
P O BOX 493699
REDDING, CA 96049
916 244-2155

CANVAS/ALUMINUM AWNING INSTALLATION

WBE-085
PAT'S CANVAS COMPANY
4100 B WAYSIDE LANE
CARMICHAEL, CA 95608
(916) 485-6565

CARPENTRY

MBE-236
ACTION SALES
653 MILLER DRIVE
DAVIS, CA 95616
(916) 753-3473

MBE/WBE-070
S S ENTERPRISES
6845 LLINDBROOK WAY #23
SACRAMENTO, CA 95823
(916) 689-6815

MBE/WBE-089
TIMBER CONSTRUCTION COMPANY
2613 NORTHVIEW DRIVE
SACRAMENTO, CA 95833
(916) 927-4466

CEMENT/CONCRETE

MBE-301
CASE CONSTRUCTION COMPANY, INC
508 SOUTH MAIN STREET
LODI, CA 95240
209-369-4582

MBE/WBE-280
E.L. SOLOMON CONSTRUCTION
7925 REINDEER WAY
SACRAMENTO, CA 95823
916-429-7459

WBE-147
HERRINGTON PRECAST, INC.
130 HERRINGTON DRIVE
AUBURN, CA 95603
(Mailing address)
210 HERRINGTON DRIVE
AUBURN, CA 95603
916-885-5622

MBE-218
LAMAR BAILEY CONCRETE
3728 HAYWOOD STREET
SACRAMENTO, CA 95838
(916) 927-5521

MBE-105
PEREZ CONSTRUCTION CO.
857 BEAR FLAG WAY
SACRAMENTO, CA 95819
(916) 451-0968

MINORITY/WOMEN'S BUSINESS ENTERPRISE DIRECTORY

CONSTRUCTION TRADES

MBE-188

RAMCON
1450 HARBOR BLVD.
WEST SACRAMENTO, CA 95691
(Mailing address)
P.O. Box 1024
West Sacramento, CA 95691
(916) 372-7535

MBE-179

ROJAS CONSTRUCTION CO.
8325 GORDIAN WAY
ORANGEVALE, CA 95662
(916) 722-7812

MBE-178

S & R CONSTRUCTION CO.
2751 FRUITRIDGE ROAD #13
SACRAMENTO, CA 95820
(916) 452-9021

WBE-245

STIEP CO WEST
3000 DULUTH STREET
WEST SACRAMENTO, CA 95691
(Mailing address)
P O BOX 800
WEST SACRAMENTO, CA 95691
916-371-3087

MBE-267

PAUL J. GRAHAM
21244 MC COURTNEY ROAD
GRASS VALLEY, CA 95949
916 268-9266

MBE-012

RAMIREZ CONSTRUCTION
ROUTE 1 BOX 870-B
WOODLAND, CA 95695
916 662-0447

MBE-018

L & P CONSTRUCTION
4518 LIPPI PARKWAY
SACRAMENTO, CA 95823
916 334-2626

MBE-021

CHINOOK CONSTRUCTION CO.
7758 JUAN WAY
FAIR OAKS, CA 95628
916 927-6460

MBE-045

DELA VALLEY CONCRETE CONST.
8422 JUGLANS DRIVE
ORANGEVALE, CA 95662
(Mailing address)
P O BOX 65
CITRUS HEIGHTS, CA 95610
916 722-4017

CERAMIC TILE

MBE-197

COMTRERAS TILE COMPANY
17885 HOOKER CREEK ROAD
COTTONWOOD, CA 96022
(916) 347-5989

WBE-154-154

L.A. MILLER TILE COMPANY
2443 FAIR OAKS BLVD.
BOX 244
SACRAMENTO, CA 95825
916-487-9757

WBE-050

S & B CERAMIC TILE COMPANY
5524 NORTH AVENUE
CARMICHAEL, CA 95608
(916) 486-8850

CONCRETE CUTTING, DRILLING AND SAWING

MBE-011

NATIONAL CONCRETE CUTTING
2836 REDDING AVENUE
SACRAMENTO, CA 95820
(916) 454-4841

CONSTRUCTION ADMINISTRATION

MBE-213

ATHENA MANAGEMENT ENGINEERS
3093 CITRUS CIRCLE, SUITE 180
WALNUT CREEK, CA 94598
(415) 932-6266

CONSTRUCTION COST ENGINEERING

MBE-213

ATHENA MANAGEMENT ENGINEERS
3093 CITRUS CIRCLE, SUITE 180
WALNUT CREEK, CA 94598
(415) 932-6266

WBE-175

ATHENA SCHEDULING AND
MANAGEMENT SERVICES, INC.
6131 SUN DIAL WAY
SACRAMENTO, CA 95823-6105
916-424-9657

CONSTRUCTION TRADES

CONSTRUCTION SITE CLEAN-UP

MBE-137
MANNY'S HAULING AND YARDWORKK
712 NORWICH COURT
SACRAMENTO, CA 95833
(916) 929-5436

WBE-180
SHEILA'S CLEANING SERVICE
5824 FAIRBAIRN DRIVE
NORTH HIGHLANDS, CA 95660
916-344-4975

MBE/WBE-051
VICKIE'S CONSTRUCTION SITE
CLEAN-UP & JANITORIAL SERVICE
825 M STREET
RIO LINDA, CA 95673
(916) 991-5050

CONSTRUCTION/PRE-DESIGN SERVICES

MBE/WBE-287
INDUSTRIAL CARTING
P O BOX 3935
SANTA ROSA, CA 95402

CONTAMINATED SOIL, WATER AND AIR SAMPLES

MBE-192
EUREKA LABORATORIES
3401 LA GRANDE BLVD.
SACRAMENTO, CA 95823
(916) 428-1193

CRANE RENTAL SERVICE

MBE-164
M.C. STURGEON & SONS
15 REGENT LOOP
OROVILLE, CA 95966
(916) 533-8356

DECORATING

MBE/023
BILL WRIGHT PLUMBING & DECOR.
1112 26TH STREET
OAKLAND, CA 94607
(415) 465-6142

DEMOLITION

MBE-128
NORTH SACRAMENTO METAL CO.
501 RINGER AVENUE
SACRAMENTO, CA 95834
(916) 925-1883

MBE-188
RAMCON
1450 HARBOR BLVD.
WEST SACRAMENTO, CA 95691
(Mailing address)
P.O. Box 1024
West Sacramento, CA 95691
(916) 372-7535

DRYWALL

MBE-196
AMERICAN DRYWALL & INTERIORS
31 PASTURE COURT
SACRAMENTO, CA 95834-3427
(916) 920-8310

MBE/WBE-280
E.L. SOLOMON CONSTRUCTION
7925 REINDEER WAY
SACRAMENTO, CA 95823
916-429-7459

MBE-231
PHILLIP RILES DRYWALL
555 CAPITAL MALL, SUITE 740
SACRAMENTO, CA 95814
(916) 448-0606

MBE/WBE-060
PROGRESSIVE COMMERCIAL
INTERIORS
7770 BARTON ROAD
ROSEVILLE, CA 95661
(916) 791-4177

WBE-203
SEA TAC INTERIORS, INC.
4603 OLD ALTURAS ROAD
REDDING, CA
(Mailing address)
P O BOX 738
PALO CEDRO, CA 96073
916-549-3610

MBE-066
R.C. CONSTRUCTION
8421 AUBURN BLVD #220
CITRUS HEIGHTS, CA 95610-0359
916 723-2030

MBE-021
CHINOOK CONSTRUCTION CO.
7758 JUAN WAY
FAIR OAKS, CA 95628

MINORITY/WOMEN'S BUSINESS ENTERPRISE DIRECTORY

CONSTRUCTION TRADES

ELECTRICAL

MBE-098
ALBERT ELECTRIC CO., INC. Inc.
1122 16TH STREET
OAKLAND, CA 94608
(415) 658-9373

MBE-217
ALMAGUER ELECTRIC COMPANY
P.O. BOX 591
MANTECA, CA 95336
(209) 823-2259

WBE-022
AREA LIGHTING ENGINEERS
4878 PASADENA AVENUE #8
SACRAMENTO, CA 95841
(916) 973-0143

MBE/040
DAY ELECTRIC
6910 LUTHER DRIVE SUITE E
SACRAMENTO, CA 95823
(916) 424-1743

WBE-023
DIAMOND TECH, INC.
211 KENROY LANE, UNIT #1
ROSEVILLE, CA 95678
(916) 786-6868
(916) 969-1057

MBE/WBE-063
FAIRFIELD ELECTRIC, INC.
2318 TEN GATE ROAD
FAIRFIELD, CA 94533
(707) 422-2666

MBE-222
FOUR STAR ELECTRIC, INC.
4701 24TH STREET
SACRAMENTO, CA 95822
(Mailing address)
P.O. BOX 22493
SACRAMENTO, CA 95822
(916) 452-6367

WBE-039
LILSON ENTERPRISES, INC. dba
G & D BUILDERS
2321 PAMELA LANE
SACRAMENTO, CA 95825
(916) 923-1155

WBE-218
OVERHEAD ELECTRIC COMPANY
5045 COLLEGE OAK DRIVE UNIT #D
SACRAMENTO, CA 95841
(Mailing address)
P O BOX 421060
SACRAMENTO, CA 95842
916-334-1703

MBE-099
ROSENDIA ELECTRIC, INC.
880 MABURY ROAD
SAN JOSE, CA 95133
(Mailing address)
P.O. Box 5061
San Jose, CA 95130-5061
(408) 286-2800

MBE-122
SEPIA ELECTRIC, INC.
6643 32ND STREET, SUITE C
NORTH HIGHLANDS, CA 95660
(Mailing address)
P.O. Box 1318
North Highlands, CA 95660
(916) 348-1200

ELECTRICAL DESIGN

MBE-192
HARRY A. YEE & ASSOCIATES, INC.
4215 FREEPORT BLVD., SUITE C
SACRAMENTO, CA 95822
(916) 454-5319

ELEVATORS

WBE-061
CAPITOL ELEVATOR CO., INC.
9075 OSAGE AVENUE
SACRAMENTO, CA 95829
(916) 383-8728

EXCAVATION

WBE-219
C&C EXCAVATING
1060 J STREET
CRESCENT CITY, CA 95531
(Mailing address)

707-464-5991

WBE-138
DEANN CONSTRUCTION, INC.
7670 SHADOW OAKS LANE
ROSEVILLE, CA 95661
916-791-7221

MBE-080
MJD ENGINEERING
P.O. BOX 693
RIO LINDA, CA 95673
(916) 991-5756

MBE-056
C & G CONTRACTORS, INC.
23878 CLAWITER ROAD
HAYWARD, CA 94545

CONSTRUCTION TRADES

MBE-018
CRYSTAL CREEK CONSTRUCTION
1263 CALIFORNIA ST.
REDDING, CA 96001
(Mailing address)
P O BOX 493699
REDDING, CA 96049
916 244-2155

FENCING

WBE-079
BENSON FENCE COMPANY
2800 47TH AVENUE
SACRAMENTO, CA 95822
(916) 428-9292

WBE-215
RIO LINDA FENCE COMPANY
6941 7TH STREET
RIO LINDA, CA 95673
(Mailing address)
6141 ALTA LOMA COURT
RIO LINDA, CA 95673
916-991-9481

WBE-133
SACRAMENTO FENCE COMPANY
8680 H GREENBACK LANE
ORANGEVALE, CA 95662
916-452-4485

MBE-033
RAMIREZ FENCE COMPANY
8608 FRUITRIDGE ROAD
SACRAMENTO, CA 95826
916 381-8121

MBE-049
TORRES FENCE CO., INC.
2357 SO. ORANFE
FRESNO, CA 93725
(Mailing address)
P O BOX 10137
FRESNO, CA 93745
209 237-4141

FIRE PROTECTION SYSTEMS

MBE-125
ADVANCED FIRE FIGHTING
TECHNOLOGIES
5221 CENTRAL AVENUE, UNIT 6
RICHMOND, CA 94804
(415) 528-3473

MBE/WBE-056
KAYCO FIRE PROTECTION, INC.
4450 ENTERPRISE STREET #110
FREMONT, CA 94538
(415) 651-0885

MBE/WBE-275
TEL-TEC INCORPORATED
4440 GRISSOM STREET #100 NBU #
2
BAKERSFIELD, CA 93313
805-397-5511

FIRE REPAIR

MBE-242
M.L. CONSTRUCTION CO.
7735 EL MODENA AVENUE
ELVERTA, CA 95626
(916) 991-9175

GENERAL BUILDERS/CONTRACTOR

MBE-176
ARIZA CONSTRUCTION
6209 KENNETH AVENUE
CARMICHAEL, CA 95608
(916) 487-5247

WBE-209
B.J. TAXARA CONSTRUCTION CO.
7225 QUAIL ROAD
FAIR OAKS, CA 95628
916-965-9330

MBE-144
BAILEY & ASSOCIATES
5701 FREEPORT BLVD.
SACRAMENTO, CA 95822
(916) 393-2222

MBE/WBE-068
BAJA MESA CONSTRUCTION, INC.
7990 B HIGHWAY 29
KELSEYVILLE, CA 95451
(707) 279-1380
(707) 279-1496

MBE-211
BUCKLEY'S CONSTRUCTION COMPANY
2510 ERLE ROAD
MARYSVILLE, CA 95901
(Mailing address)
P.O. BOX 348
MARYSVILLE, CA 95901
(916) 742-5789

MBE-208
BUILDERS PRIDE CONSTRUCTION
7516 DELTA WIND DRIVE
SACRAMENTO, CA 95831
(916) 424-4852

MBE-171
CAL-CUSTOM CONSTRUCTION
1113 FIRST STREET
NOVATO, CA 94947
(415) 898-1936

MINORITY/WOMEN'S BUSINESS ENTERPRISE DIRECTORY

CONSTRUCTION TRADES

MBE-152
CALIFORNIA PAINTING & CONST.
8538 CREEK WOOD WAY
FAIR OAKS, CA 95628
(916) 966-5954

WBE-281
CAVE MOUNTAIN CONSTRUCTION,
LTD.
P O BOX 220
APPLEGATE, CA 95703
916-878-1226

MBE-308
COLLINS GENERAL CONSTRUCTION
6804 BURDETT WAY
SACRAMENTO, CA 95823
(916) 391-5259

MBE-145
CRTI-BAILEY ENGINEERING
5701 FREEPORT BLVD.
SACRAMENTO, CA 95822
(916) 393-2222

WBE-265
CUTTER CONSTRUCTION COMPANY,
INC.
P O BOX 13734
SACRAMENTO, CA 95853
916-423-1081

MBE/WBE-289
DANIEL ONTIVEROS CONSTRUCTION
4140 FRANKLIN ROAD
YUBA CITY, CA 95991
916-671-2617

MBE/WBE-280
E.L. SOLOMON CONSTRUCTION
7925 REINDEER WAY
SACRAMENTO, CA 95823
916-429-7459

WBE-205
ESMAEIL NEMATA
730 E STREET #303
SACRAMENTO, CA 95814
(Mailing address)
P.O. BOX 161762
SACRAMENTO, CA 95816
(916) 443-3644

MBE-249
FINES CONSTRUCTION
8215 SHORT ROAD
SACRAMENTO, CA 95828
(916) 682-3683

MBE-158
FOUR STARR CONSTRUCTION
5060 VILLAGE ELM DRIVE
SACRAMENTO, CA 95823
(916) 484-0415

MBE-108
JWD COMPANY
5801 GRANT AVENUE
CARMICHAEL, CA 95608
(916) 971-0768

WBE-174
KURZ CORPORATION
2541 FULTON SQUARE LANE
SACRAMENTO, CA 95821
916-487-7391
916-485-2825

WBE-039
LILSON ENTERPRISES, INC. dba
G & D BUILDERS
2321 PAMELA LANE
SACRAMENTO, CA 95825
(916) 923-1155

MBE-242
M.L. CONSTRUCTION CO.
7735 EL MODENA AVENUE
ELVERTA, CA 95626
(916) 991-9175

WBE-221
MC COY CONSTRUCTION
13439 HWY 8, BUSINESS
EL CAJON, C A92021
619-561-2233

MBE/WBE-290
MICHAEL M. LOPEZ
26500 NOWELL ROAD
THORNTON, CA
(Mailing address)
P O BOX 393
THORNTON, CA 95686

WBE-035.
MONARCH CONSTRUCTION
1316 GAGLE WAY
SACRAMENTO, CA 95811
(916) 428-8022

WBE-186
NORVALL, INC.
144 OAKWOOD DRIVE
AUBURN, CA 95603
(Mailing address)
P.O. BOX 4220
AUBURN, CA 95604
(916) 885-4737

MINORITY/WOMEN'S BUSINESS ENTERPRISE DIRECTORY

CONSTRUCTION TRADES

MBE-065
PARAGON CONSTRUCTION
12405 LOCKSLEY LANE
AUBURN, CA 95603
916-823-6775
916-269-0765

MBE-133
PM CONSTRUCTION
4625 LANTANA AVENUE
SACRAMENTO, CA 95824
916 393-9452

MBE-219
RALSTON'S CONSTRUCTION
7564 COLLINGWOOD STREET
SACRAMENTO, CA 95822
(916) 424-8600

MBE-054
NICKLEBERRY BUILDERS, INC.
P O BOX 1007
RICHMOND, CA 94801
415 232-0421

MBE-245
RICK GRIJALVA HOME IMPROVEMENT
3337 20TH AVENUE
SACRAMENTO, CA 95820
(916) 454-5352

MBE-057
BOB GURO & SON
5001 44TH STREET
SACRAMENTO, CA 95820
916 457-5142

WBE-091
ROBERT L HART CO.
DBA KINGDOM KONSTRUCTION
2945 RAMONA AVENUE
SACRAMENTO, CA 95826
916-454-5328

MBE-002
MORENO TRENCHING
210 HIGHWAY 12
RIO VISTA, CA 94571
(Mailing address)
P O BOX 458
RIO VISTA, CA 94571
707 374-5075

MBE/WBE-089
TIMBER CONSTRUCTION COMPANY
2613 NORTHVIEW DRIVE
SACRAMENTO, CA 95833
(915) 927-4466

MBE-005
HANLEY & SONS
P O BOX 446/6400 BLACKTOP ROAD
RIO LINDA, CA 95673
916 991-5050

WBE-244
TRAHILL ENTERPRISES, INC.
4045 A WAYSIDE LANE
CARMICHAEL, CA 95608
916-484-6252

MBE-006
VILLEGAS CONSTRUCTION
7601 PECOS DRIVE
SLOUGHOUSE, CA 95863
916 361-3068

MBE/WBE-061
UNITED ENGINEERING TECHNOLOGY
16 CALIFORNIA STREET #800
SAN FRANCISCO, CA 94111
(415) 421-3377

MBE-032
PASCHAL & TANAKA, INC.
1012 EASTERN AVENUE
SACRAMENTO, CA 95864
916 944-4140

MBE-266
MARQUEZ CONSTRUCTION
2614 EDINGER AVENUE
SACRAMENTO, CA 95822
916 393-7729

MBE-047
BILL SPOONER
GENERAL CONTRACTOR
1450 LA GRANDE BLVD., SUITE A
SACRAMENTO, CA 95823
916 427-1521

MBE-267
PAUL J. GRAHAM
21244 MC COURTNEY ROAD
GRASS VALLEY, CA 95949
916 268-9266

GLASS

MBE-206
SWD, INC.
6727 32ND STREET
NORTH HIGHLANDS, CA 95660
916 338-2740

MBE/WBE-089
TIMBER CONSTRUCTION COMPANY
2613 NORTHVIEW DRIVE
SACRAMENTO, CA 95833
(916) 927-4466

MBE-172
CUSTOM WOOD BUILDERS
2140 SUTTERVILLE ROAD
SACRAMENTO, CA 95822

MBE-073
GOLDEN STATE GLASS
1643 MARYSVILLE BLVD
SACRAMENTO, CA 95833
916 921-1048

CONSTRUCTION TRADES

GRADING

MBE-178
S & R CONSTRUCTION CO.
2751 FRUITRIDGE ROAD #13.
SACRAMENTO, CA 95820
(916) 452-9021

MBE-056
C & G CONTRACTORS, INC.
23878 CLAWITER ROAD
HAYWARD, CA 94545
415 785-3410

MBE-012
RAMIREZ CONSTRUCTION
ROUTE 1 BOX 870-B
WOODLAND, CA 95695
916 662-0447

MBE-018
L & P CONSTRUCTION
4518 LIPPI PARKWAY
SACRAMENTO, CA 95823
916 334-2626

HANDICAP REMODELING

WBE-039
LILSON ENTERPRISES, INC. dba
G & D BUILDERS
2321 PAMELA LANE
SACRAMENTO, CA 95825
(916) 923-1155

MBE-242
M.L. CONSTRUCTION CO.
7735 EL MODENA AVENUE
ELVERTA, CA 95626
(916) 991-9175

HEATING, VENTING AND AIR CONDITIONING

MBE-143
A & A A/C HEATING & SOLAR
763 SO. AUBURN STREET
GRASS VALLEY, CA 95954
(Mailing address)
P.O. BOX 933
GRASS VALLEY, CA 95945
(916) 273-1301

MBE/WBE-044
ACME MECHANICAL
1312 LYNETTE WAY
SACRAMENTO, CA 95831
(Mailing address)
P.O. BOX 22587
SACRAMENTO, CA 95822-0587
(916) 391-3745

MBE-244

HENRY GOODWIN & SONS
5260 ENRICO BLVD.
SACRAMENTO, CA 95820
(916) 457-0385

WBE-278

ROBERT A. WALKER, INC.
1200 DICIEANNE AVENUE
SACRAMENTO, CA 95815
(Mailing address)
P O BOX 15900
SACRAMENTO, CA 95852
916-925-4500

MBE-194

TRI-STATE ENTERPRISES
253 CORTO LANE
CITRUS HEIGHTS, CA 95621
(916) 723-1366

IRRIGATION

MBE-225

CONSOLIDATED LANDSCAPE
46 RICKENBACKER CIRCLE
LIVERMORE, CA 94550
(415) 449-2242
BIA Roll No. 4183

MBE/WBE-093

NIWA ENTERPRISES
1052 LA SALLE DRIVE
SACRAMENTO, CA 95864
(916) 485-8496

MBE-189

ROOTS LANDSCAPING
P.O. BOX 5214
SACRAMENTO, CA 95817
(916) 920-0390

LABORATORY SERVICES FOR HAZARDOUS

MBE-182

EUREKA LABORATORIES
3401 LA GRANDE BLVD.
SACRAMENTO, CA 95823
(916) 428-1193

LANDSCAPING CONTRACTOR

MBE-225

CONSOLIDATED LANDSCAPE
46 RICKENBACKER CIRCLE
LIVERMORE, CA 94550
(415) 449-2242

CONSTRUCTION TRADES

MBE/WBE-069
I & M LANDSCAPE MAINTENANCE
5732 MENDOCINO BLVD.
SACRAMENTO, CA 95824
(916) 429-2643
(916) 427-0583

MBE/WBE-093
NIWA ENTERPRISES
1052 LA SALLE DRIVE
SACRAMENTO, CA 95864
(916) 485-8496

MBE-189
ROOTS LANDSCAPING
P.O. BOX 5214
SACRAMENTO, CA 95817
(916) 920-0390

MBE-111
THE TRAPEZOID COMPANY
P.O. BOX 12
MEADOW VISTA, CA 95722
(800) 992-3132

MBE-009
ALLEN'S LANDSCAPING MATERIALS
8305 GERBER ROAD
SACRAMENTO, CA 95828
916 423-1118

MASONRY

MBE-301
CASE CONSTRUCTION COMPANY, INC
508 SOUTH MAIN STREET
LODI, CA 95240
209-369-4582

MBE-181
D.J. DUARTE MASONRY
4301 MARSHALL AVENUE
CARMICHAEL, CA 95608
(916) 965-3605

METAL STUD FRAMING

MBE/WBE-060
PROGRESSIVE COMMERCIAL
INTERIORS
7770 BARTON ROAD
ROSEVILLE, CA 95661
(916) 791-4177

MBE-021
CHINOOK CONSTRUCTION CO.
7758 JUAN WAY
FAIR OAKS, CA 95628
916 927-6460

PAINTING

MBE/023
BILL WRIGHT PLUMBING & DECOR.
1112 26TH STREET
OAKLAND, CA 94607
(415) 465-6142

MBE-162
CALIFORNIA PAINTING & CONST.
8538 CREEK WOOD WAY
FAIR OAKS, CA 95628
(916) 966-5954

MBE-133
CHAVEZ PAINTING, INC.
P.O. BOX 2088
ROSEVILLE, CA 95746
(916) 791-0151

WBE-265
CUTTER CONSTRUCTION COMPANY,
INC.
P O BOX 13734
SACRAMENTO, CA 95853
916-423-1081

WBE-194
DIAL ONE D.W. ERFERT PAINTING
AND DECORATING
2500 SUTTERVILLE ROAD
SACRAMENTO, CA 95820
916-455-6578

WBE-203
SEA TAC INTERIORS, INC.
4603 OLD ALTURAS ROAD
REDDING, CA
(Mailing address)
P O BOX 738
PALO CEDRO, CA 96073
916-549-3610

MBE-086
R & B PAINTING & SANDBLASTING
4300 MARIPOSA ROAD
STOCKTON, CA 95205
(Mailing address)
P O BOX 55166
STOCKTON, CA 95205-8666
209 462-9405

D.C. PAINTING & DECORATING
2720 RATTLESNAKE BAR ROAD
NEWCASTLE, CA 95658
916 663-3441

MBE-023
BILL WRIGHT PAINTING
1112 26TH STREET
OAKLAND, CA 94607
(Mailing address)
P O BOX 8233
EMERYVILLE, CA 94662

CONSTRUCTION TRADES

- MBE-109 NOR-CAL PLUMBING
P.O. BOX 861WAY
RANCHO CORDOVA, CA 95670
(916) 369-6375
- MBE-238 PREPARED PLUMBING COMPANY
1562 JULIUSSE AVENUE, SUITE C
SACRAMENTO, CA 95815
(Mailing address)
P O BOX 1080
CITRUS HEIGHTS, CA 95611
916-920-2347
- MBE-177 WILLIAMS PLUMBING CO.
2360 N. WILSON WAY
STOCKTON, CA 95205
(209) 466-4004
- MBE-206 SMD, INC.
6727 32ND STREET
NORTH HIGHLANDS, CA 95660
916 338-2740
- MBE-025 BARRERA'S PLUMBING SERVICES
820 PECAN COURT
WEST SACRAMENTO, CA 95691
916 372-0468
- POWER LINES

- MBE-027 UNION LINE CONSTRUCTION
2850 47TH AVENUE
SACRAMENTO, CA 95822
(916) 395-6801
- PRESSURE/POWER PIPING

- MBE-141 IPS PIPING AND MECHANICAL
3158 MONIER CIRCLE, UNIT 5
RANCHO CORDOVA, CA 95670
(916) 638-1741
- PUMPS

- MBE-244 HENRY GOODWIN & SONS
5260 ENRICO BLVD.
SACRAMENTO, CA 95820
(916) 457-0385
- MBE-108 JWD COMPANY
5801 GRANT AVENUE
CARMICHAEL, CA 95608
(916) 971-0768
- MBE-153 MARTIN'S PLUMBING
4122 LOND COURT
NORTH HIGHLANDS, CA 95660
(916) 331-3371
- MBE-105 NATAR YARD & PARKING LOT MAINTENANCE
1600 SHIRLEY DRIVE
SACRAMENTO, CA 94822
(916) 454-1246
- PIPELINE

- MBE-141 IPS PIPING AND MECHANICAL
3158 MONIER CIRCLE, UNIT 5
RANCHO CORDOVA, CA 95670
(916) 638-1741
- PLASTERING

- MBE-203 SEA PAC INTERIORS, INC.
4603 OLD ALTAVIAS ROAD
REDDING, CA
P O BOX 738
PALO CEDRO, CA 96073
916-549-3610
- PLUMBING

- MBE/WBE-044 ACME MECHANICAL
1312 LYNETTE WAY
SACRAMENTO, CA 95831
(Mailing address)
P.O. BOX 22587
SACRAMENTO, CA 95822-0587
(916) 391-3745
- MBE-023 DIAMOND TECH, INC.
211 KENROY LANE, UNIT #1
ROSEVILLE, CA 95678
(916) 786-6868
(916) 969-1057
- MBE-244 HENRY GOODWIN & SONS
5260 ENRICO BLVD.
SACRAMENTO, CA 95820
(916) 457-0385

MINORITY/WOMEN'S BUSINESS ENTERPRISE DIRECTORY

CONSTRUCTION TRADES

REINFORCING MATERIALS

WBE-212
EARTH SHELTER DEVELOPERS
4950 SHIPPE LANE
STOCKTON, CA 95212
209-931-1258

REINFORCING STEEL

WBE/020
J.J. RE-BAR CORPORATION
5643 FLORIN PERKINS ROAD
SACRAMENTO, CA 95828
(Mailing address)
P.O. BOX 7074
SACRAMENTO, CA 95826
(916) 381-4680

RIGGING RENTAL SERVICE

MBE-164
M.C. STURGEON & SONS
15 REGENT LOOP
OROVILLE, CA 95966
(916) 533-8356

ROLLUP DOORS INSTALLATION

WBE-025
HANEY DOOR SERVICE, INC.
1001 DEL PASO BLVD.
SACRAMENTO, CA 95815
(916) 920-8007

ROOFING

MBE-129
A PLUS ROOFING, INC.
456 NOVA ALBION
SAN RAFAEL, CA 94903
(415) 492-0899

MBE-203
J & H MAINTENANCE SERVICE
2540 21ST STREET, SUITE B
SACRAMENTO, CA 95818
(Mailing address)
P.O. BOX 188097
SACRAMENTO, CA 95818
(916) 454-2723

MBE-008
A. DOMINGUEZ ROOFING CO., INC.
1555 E MAIN STREET
STOCKTON, CA 95205
209 463-3263

SANDBLASTING

MBE-086
R & B PAINTING & SANDBLASTING
4300 MARIPOSA ROAD
STOCKTON, CA 95205
(Mailing address)
P O BOX 55166
STOCKTON, CA 95205-8666
209 462-9405

SETTING POLES

MBE/WBE-067
H & M TREE SERVICE
193 BARBARA LANE
WILLITS, CA 95490
(Mailing address)
P.O. BOX 1637
WILLITS, CA 95490
(707) 459-2013

SHEETROCK

WBE-203
SEA TAC INTERIORS, INC.
4603 OLD ALTURAS ROAD
REDDING, CA
(Mailing address)
P O BOX 738
PALO CEDRO, CA 96073
916-549-3610

SOIL TESTING

WBE-243
WAYNE DRILLING COMPANY
150 E MC BEAN PARK DRIVE
LINCOLN, CA 95648
(Mailing address)
P O BOX 726
LINCOLN, CA 95648
916-645-9355

SOLAR EQUIPMENT

WBE-126
PERVO PAINT COMPANY
6624 STAMFORD AVENUE
LOS ANGELES, CA 90001
213-758-1147

MINORITY/WOMEN'S BUSINESS ENTERPRISE DIRECTORY

CONSTRUCTION TRADES

SPRINKLER SYSTEMS

MBE-138
NOUGUCHI LANDSCAPE
6900 GALLERY WAY
SACRAMENTO, CA 95831
(916) 428-7236

STREET & ROAD SIDE MAINTENANCE

WBE-280
CENTERLINE STRIPING COMPANY
8555 WEYAND AVENUE
SACRAMENTO, CA 95828
(Mailing address)
8957 TEYERNOR ROAD
WILTON, CA 95893
916-423-4066

STRUCTURAL AND MISC. METAL FABRICATION

MBE-100
COFAB CORPORATION
1667 MARINE WORLD PARKWAY
VALLEJO, CA 94589
(707) 552-6333

WBE-029
DICKSON & ASSOCIATES
1519 U STREET
SACRAMENTO, CA 95818
(Mailing address)
3401 PAGEANT DRIVE
SACRAMENTO, CA 95826
(916) 447-8837

MBE-024
VELA STEEL PRODUCTS, INC.
P O BOX 28395
SACRAMENTO, CA 95828
916 386-8600

STUCCO

WBE-203
SEA TAC INTERIORS, INC.
4603 OLD ALTURAS ROAD
REDDING, CA
(Mailing address)
P O BOX 738
PALO CEDRO, CA 96073
916-549-3610

TAPING

MBE/WBE-060
PROGRESSIVE COMMERCIAL
INTERIORS
7770 BARTON ROAD
ROSEVILLE, CA 95661
(916) 791-4177

TERRAZZO AND EPOXY

MBE-175
ENGINEERED COATINGS
11355 PYRITES WAY # A-66
RANCHO CORDOVA, CA 95670
(916) 638-8602

TREE TRIMMING

MBE/WBE-067
H & M TREE SERVICE
193 BARBARA LANE
WILLITS, CA 95490
(Mailing address)
P.O. BOX 1637
WILLITS, CA 95490
(707) 459-2013

WBE-264
VALLEY ENVIRO - SCAPE, INC.
2 TINNEIL COURT
SACRAMENTO, CA 95833
(Mailing address)
P O BOX 13752
SACRAMENTO, CA 95853
916-920-5610

TRUCKING/HAULING

WBE-222
DONOVAN TRUCKING
P O BOX 678
BLAIRSDEN, CA 96103
916-836-2228

WBE-291
JONES TRUCKING
959 N. JACKTONE ROAD
STOCKTON, CA 95205
209-931-0850

MBE-169
LONGORIA TRUCKING
802 I STREET
SACRAMENTO, CA 95814
(Mailing address)
General Delivery
Sacramento, CA 95814
(916) 443-2687

MBE-137
MANNY'S HAULING AND YARDWORK
712 NORWICH COURT
SACRAMENTO, CA 95833
(916) 929-5436

WBE-083
NEWMAN TRUCKING
P.O. BOX 70
LINCOLN, CA 95648
(800) 445-9505

MINORITY/WOMEN'S BUSINESS ENTERPRISE DIRECTORY

CONSTRUCTION TRADES

WBE-185
PASSARELLO TRUCKING
5912 LAIRD ROAD
LOOMIS, CA 95650
(916) 652-6575
(916) 652-4369

MBE-115
THE THOMAS-CLARK COMPANY
2154 SARAZEN AVENUE
SACRAMENTO, CA 95822
(916) 395-2037

WALL COVERING

MBE-196
AMERICAN DRYWALL & INTERIORS
31 PASTURE COURT
SACRAMENTO, CA 95834-3427
(916) 920-8310

D.C. PAINTING & DECORATING
2720 RATTLESNAKE BAR ROAD
NEWCASTLE, CA 95658
916 663-3441.

WASTE REMOVAL

MBE-184
SACRAMENTO METROPOLITAN REFUSE
P.O. BOX 5181
SACRAMENTO, CA 95817
(916) 922-2474

WEATHERIZATION

WBE-261
CMG & ASSOCIATES
9640 KIEFER BLVD #G
SACRAMENTO, CA 95827
916-366-6700

WELL DRILLING

WBE-243
WAYNE DRILLING COMPANY
150 E MC BEAN PARK DRIVE
LINCOLN, CA 95648
(Mailing address)
P O BOX 726
LINCOLN, CA 95648
916-645-9355

WINDOWS/COVERINGS

WBE-244
TRAHILL ENTERPRISES, INC.
4045 A WAYSIDE LANE
CARMICHAEL, CA 95608
916-484-6252

FEDERAL REQUIREMENTS

SECTION 1.0 - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO INSURE EQUAL
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)-

1. The offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

GOALS FOR FEMALE PARTICIPATION IN EACH TRADE - 6.9%

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE - 20.0%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notifications shall list the name, address, and telephone number of the subcontractor; employer identification number; and estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Sacramento, Yolo, Amador, Placer, El Dorado, Nevada and Sierra Counties, California.

SECTION 2.0 - STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS (EXECUTIVE ORDER 11246) -

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture of origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing

construction work in geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall employment affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligation.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meeting, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority

persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherences to an performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female; and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved

its goal for women generally, the Contractor may in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activities to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identifications number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SECTION 3 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS - "During the performance of this contract, the contractor agrees as follows:

"(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to

the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

"(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation, and orders.

"(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions which may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 12146 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

SECTION 4 - FEDERAL LABOR STANDARDS PROVISIONS

APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standard Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deduction 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 the 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 reasonable 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 29 CFR 5.5(a)(1)(iv); 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 Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designate for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designees do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee, or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph 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.

(iii) 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.

(iv) 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 cost 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. WITHHOLDING

HUD or its designee 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice of the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. PAYROLLS AND BASIC RECORDS

(1) 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(11)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of

copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) 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 from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classifications of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement by paragraph A.3.(ii)(b) of this section.

(d) The falsification or 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.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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 Part 5.12.

4. APPRENTICES AND TRAINEES

(i) APPRENTICES. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days or 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to a journeyman 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 apprenticeship wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(ii) **TRAINEES.** Except as provided in 29 CFR 5.16 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the 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 at 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.

(iii) **EQUAL EMPLOYMENT OPPORTUNITY.** The utilization of apprentices, trainees and journeyman under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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 will insert in any subcontracts the clause contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses 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 Part 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. CERTIFICATION OF ELIGIBILITY

(1) 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) or to be awarded HUD contracts or participate in HUD pursuant to 24 CFR Part 24.

(ii) 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration. . . makes, utters or publishes any statement, knowing the same to be false. . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic received compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

2. VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore 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 subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

3. WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subparagraph (2) of this paragraph.

4. SUBCONTRACTS

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. HEALTH AND SAFETY

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such actions with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 5 - CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with Federal clean air and water standards during the performance of this contract and specifically agrees to the following:

A. The term "facility" means any building, plant, installation, mine, vessel, or other floating craft, location or site of operations owned, leased, or supervised by the contractor and the subcontractors for the construction, supply and service contracts entered into by the contractor;

B. that any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR Part 15.20;

C. that in the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be cancelled, terminated or suspended in whole or in part;

D. that it will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued

thereunder;

E. that it will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA list of Violating Facilities;

F. that it will include the provisions of paragraphs A. through G. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;

G. that in the event the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR Part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the Government, as soon as the contractor or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR Part 15.20.

SCHEDULE OF WAGES

GENERAL WAGE DECISION NO.: CA89-4

EFFECTIVE DATE: January 6, 1989

SUPERSEDES DECISION NUMBER: CA88-4 dated January 8, 1988

This wage decision is applicable for all Building Construction; Heavy Construction (excluding TV/Grout Work and Water Well Drilling); Highway Construction; and Residential Construction within Sacramento County, California.

This decision does NOT include the installation of solar energy systems.

This wage decision also includes the following Modifications:

<u>MODIFICATION NUMBER</u>	<u>EFFECTIVE DATE</u>
1	January 13, 1989
2	February 24, 1989
3	March 31, 1989
4	April 21, 1989
5	May 5, 1989
6	May 26, 1989

***NOTE: See Page 8 for Group Descriptions.**

	Basic Hourly Rates	Fringe Benefits
ASBESTOS WORKERS	\$26.60	\$5.61
BOILERMAKERS	23.15	4.80
BRICKLAYERS; STONEMASONS	20.45	3.51
BRICK TENDERS	17.55	4.21
CARPENTERS:		
Carpenters; Piledrivers - Bridge Building	19.08	5.605
Hardwood Floorlayers; Shinglers; Power Saw Operator; Steel Scaffold Erector and Steel Shoring Saw Filers	19.23	5.605
Millwrights	19.73	7.045
Piledrivers	20.38	10.915
CEMENT MASONS:		
Cement Masons	18.91	5.32
Swing or Slip Form Scaffolds; Mastic Magnesite, gypsum, epoxy, polyester resin and all composition	19.16	6.21
DIVERS:		
Divers	33.13	10.955
Diver Tender	21.88	10.955
DRYWALL INSTALLERS/LATHERS		
Drywall Installer/Lather	20.43	8.055
Drywall Stocker, Scrapper, and Clean-up	10.22	4.405
ELECTRICIANS:		
Communication & Systems Technician (including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; (inclusion or exclusion of terminations and testings of conductors determined by their function); 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; excluding 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); excluding energy management systems		
Communication & Systems Installer	14.73	1.00 + 3%
Communication & Systems Technician	16.96	1.00 + 3%

	Basic Hourly Rates	Fringe Benefits
Electricians under 5 Million Dollars	\$18.30	\$3.95 + 3%
Electricians over 5 Million Dollars	22.68	3.95 + 3%
Cable Splicers	20.41	3.68 + 3%
Tunnel Work	18.80	3.68 + 3%
Residential Electricians	11.55	2.28
Sound & Signal Technician	15.15	1.50
 ELEVATOR CONSTRUCTORS:		
Mechanics	31.40	4.32 + a
Helpers	21.98	4.32 + a
Probationary Helper	15.70	0.0
 a. Employer contributes 8% of basic hourly rate for over 5 years' service, and 6% of basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit. Seven Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day		
 GLAZIERS:		
Glaziers	16.48	4.87 + 11%
Glaziers (Residential)	9.82	1.70
 IRON WORKERS:		
Fence Erectors	18.66	10.32
Reinforcing, Ornamental, and Structural	19.55	10.32
 LABORERS:		
Tunnel and Shaft Laborers		
Group 1	21.18	6.21
Group 2	20.70	6.21
Group 3	20.43	6.21
Group 4	20.25	6.21
Group 5	19.71	6.21
 Laborers		
Group 1	16.96	6.21
Group 1-a	17.18	6.21
Group 1-b	*	6.21
Group 1-c	17.01	6.21
Group 1-d	17.26	6.21
Group 1-e	17.51	6.21
Group 1-f	17.54	6.21
Group 1-h	*	6.21
Group 2	16.81	6.21
Group 3	16.71	6.21
Group 4	10.40	6.21

* See Group 1-b and 1-h under the group descriptions.

	Basic Hourly Rates	Fringe Benefits
Gunite Laborers		
Group 1	\$17.42	\$6.21
Group 2	16.83	6.21
Group 3	16.71	6.21
Wrecking Work:		
Group 1	16.96	6.21
Group 2	16.81	6.21
Group 3	16.71	6.21
Gardners, Horticultural and Landscape Laborers		
New Construction	16.71	6.21
Establishment Warrenty Period	10.40	6.21
Work on single family homes and apartments not exceeding 2 stories		
Group 1	9.75	5.36
Group 2	11.75	5.36
Hod Carriers	12.75	5.36
LINE CONSTRUCTION:		
Groundman	17.25	6.70
Equipment Operators	19.74	6.70
Linemen	22.70	6.70
Cable Splicers	24.97	6.70
MARBLE SETTERS & TERRAZZO WORKERS	20.45	3.51
MARBLE FINISHERS	13.92	3.67
PAINTERS:		
Brush	17.31	5.54
Spray	18.31	5.54
Tapers	22.83	5.54
PARKING LOT STRIPING WORK and/or HIGHWAY MARKERS:		
Group 1	17.63	3.53
Group 2	16.75	3.53
Group 3	14.99	3.53
Group 4	17.63	3.53
Slurry Seal Operation:		
Sealer/Mixer	15.24	3.53
Squeegee; Applicator Operator; and Shuttle	13.49	3.53

Basic
Hourly
Rates

Fringe
Benefits

PILE DRIVERS:

Group 1	\$29.94	\$10.12
Truck Crane Oiler	23.05	10.12
Oiler	21.11	10.12
Group 2	27.51	10.12
Truck Crane Oiler	22.82	10.12
Oiler	20.88	10.12
Group 3	26.04	10.12
Truck Crane Oiler	22.60	10.12
Oiler	20.66	10.12
Group 4	24.50	10.12
Group 6	22.26	10.12
Group 8	20.32	10.12

PLASTERERS 17.26 8.30

PLUMBERS; STEAMFITTERS 21.97 7.40

POWER EQUIPMENT OPERATORS:

Group 1	25.10	10.00
Group 2	23.93	10.00
Group 3	22.81	10.00
Group 4	21.74	10.00
Group 5	20.75	10.00
Group 6	19.73	10.00
Group 7	18.86	10.00
Group 8	17.99	10.00

CLAMSHELL AND DIPPER DREDGING; HYDRAULIC SUCTION DREDGING

Group 1	17.40	10.00
Group 2	17.91	10.00
Group 3	19.40	10.00
Group 4	20.44	10.00
Group 5	22.06	10.00
Group 6	24.06	10.00

ALL CRANES AND ATTACHMENTS:

Group 1-A	25.80	10.00
Truck Crane Oiler	20.43	10.00
Oiler	18.69	10.00
Group 2-A	24.43	10.00
Truck Crane Oiler	20.23	10.00
Oiler	18.49	10.00
Group 3-A	23.11	10.00
Truck Crane Oiler	20.03	10.00
Hydraulic	19.73	10.00
Oiler	18.29	10.00

Basic
Hourly
Rates

Fringe
Benefits

ROOFERS:

Roofers (slate, tile and composition)	\$14.90	\$8.64
Enameler and Pitch	17.65	8.64

SHEET METAL WORKER

Sheet Metal Worker	19.11	6.69 + 12%
--------------------	-------	------------

The erection, installation, repair and replacement of all residential heating and air conditioning systems and the architectural sheet metal work on any single family dwelling or multiple family housing unit where each individual family unit is individually conditioned by a separate and independent unit.

	12.53	2.19
--	-------	------

SOFT FLOOR LAYERS	15.36	4.90
-------------------	-------	------

SPRINKLER FITTERS	29.595	3.85
-------------------	--------	------

STEEL ERECTORS:

Group 1	26.55	10.00
Truck Crane Oiler	20.93	10.00
Oiler	19.19	10.00
Group 2	25.18	10.00
Truck Crane Oiler	20.73	10.00
Oiler	18.99	10.00
Group 3	24.06	10.00
Truck Crane Oiler	20.53	10.00
Hydraulic	20.23	10.00
Oiler	18.79	10.00
Group 4	22.49	10.00
Group 5	21.50	10.00

TERRAZZO FINISHERS:

Terrazzo Finishers	17.42	3.95
Base Machine Operator	16.72	3.95

TILE SETTERS	23.85	4.53
--------------	-------	------

TILE FINISHER	14.25	1.65
---------------	-------	------

TRUCK DRIVERS

Group 1	18.15	8.29
Group 2	18.23	8.29
Group 3	18.25	8.29
Group 4	18.26	8.29
Group 5	18.27	8.29
Group 6	18.28	8.29
Group 7	18.30	8.29
Group 8	18.32	8.29

	Basic Hourly Rates	Fringe Benefits
Group 9	\$18.33	\$8.29
Group 10	18.35	8.29
Group 11	18.36	8.29
Group 12	18.40	8.29
Group 13	18.41	8.29
Group 14	18.42	8.29
Group 15	18.45	8.29
Group 16	18.46	8.29
Group 17	18.47	8.29
Group 18	18.49	8.29
Group 19	18.50	8.29
Group 20	18.51	8.29
Group 21	18.56	8.29
Group 22	18.59	8.29
Group 23	18.60	8.29
Group 24	18.69	8.29
Group 25	18.70	8.29
Group 26	18.73	8.29
Group 27	18.75	8.29
Group 28	18.79	8.29
Group 29	18.80	8.29
Group 30	18.82	8.29
Group 31	18.83	8.29
Group 32	18.89	8.29
Group 33	19.04	8.29
Group 34	19.14	8.29
Group 35	19.19	8.29
Group 36	19.34	8.29
Group 37	19.49	8.29

TUNNEL AND UNDERGROUND WORK:

Shafts, Stopes and Raises:

Group 1	22.14	10.00
Group 2	21.15	10.00
Group 3	20.13	10.00
Group 4	19.26	10.00
Group 5	18.39	10.00

All other Work:

Group 1	22.04	10.00
Group 2	21.05	10.00
Group 3	20.03	10.00
Group 4	19.16	10.00
Group 5	18.29	10.00

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

Group Descriptions

LABORERS

TUNNEL AND SHAFT WORK

Group 1: Diamond Driller; Groundman; Guniting and Shotcrete Nozzlemen;

Group 2: Bit Grinder; Blaster; Drillers; Powerman-heading; Cherry Picker - where car is lifted; Concrete Finisher in Tunnel; Concrete Screed Man; Grout Pumpman and Potman; Guniting and Shotcrete Gunmen and Potmen; Headermen; High Pressure Nozzlemans; Miners - Tunnel, including Top and Bottom Man on Shaft and Raise Work; Nipper Nozzlemans on slick line; Sandblaster-Potman (work assignment interchangeable).

Group 3: Steel Form Raisers and Setters; Timberman, Retimberman - wood or steel or substitute materials therefore; Tugger; Cabletender; Chucktender; Powderman - Primer House.

Group 4: Vibratormen, Pavement Breakers, Bull Gang - Muckers, Trackmen; Concrete Crew - includes rodding and spreading

Group 5: Dumpmen (any method); Grout Crew Reboundmen; Swamper.

LABORERS

Group 1: Asphalt Ironers and Rakers; Asphalt Spreader Boxes (all types); Barko, Wacker and Similar type Tampers; Buggymobile; Chainsaw, Faller, Logloader and Bucker; Compactors of all types; Concrete and Magnesite Mixer, 1/2 yard and under; Concrete Pan Work; Concrete Saw; Concrete Sander; Cribber and/or Shoring; Cut Granite Curb Setter; Form Raisers; Slip Forms; Green Cutters; Headerboardmen, Hubsetters, Aligners; Jackhammer Operators; Jacking of Pipe over 12 inches; Jackson and similar type Compactors; Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime, caustic and similar type materials; Lagging, Sheeting, Whaling, Bracing, Trenchjacking, hand-guided Lagging Hammer; Magnesite, Epoxyresin, Fiberglass, Mastic Workers (wet or dry); Perma Curbs; Precast-manhole Setters; Cast-in-place Manhole Form Setters; Pressure Pipe Tester; Pavement Breakers and Spaders, including Tool Grinder; Pipelayers, Caulkers, Banders, Pipewrappers, Conduit Layers, Plastic Pipelayers; Post Hole Diggers, air, gas, and electric; Power Broom Sweepers; 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); Rotary Scarifier, Multiple Head Concrete Chipper; Davis Trencher, 300 or similar type (and all small Trenchers); Roto and Ditch Witch; Roto-tiller; Sandblasters, Potmen, Gunman, Nozzlemans; Signalling and Rigging; Tank Cleaners; Tree Climbers; Vibrascreed, Bull Float in connection with Laborer's work; Vibrators; Dri-pak-it Machine; High Pressure Blow Pipe (1 1/2" or over, 100 lbs. pressure and over); Hydro Seeder and similar type; Certified Asbestos Laborers; Masonry and Plaster Tender.

DECISION NO. CA89-4

Page 9

Group 1(a): Joy Drill Model TWM-2A; Gardner-Denver Model DH143 and similar type drills; Track Drillers; Jack Leg Drillers; Diamond Drillers; Wagon Drillers; Mechanical Drillers, all types regardless of type or method of power; Multiple Unit Drills; Blasters and Powdermen; 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 receive an additional \$4.00 per day, \$5.00 per day on recently active large diameter sewers or sewer manholes.

Group 1(c): Burning and Welding in connection with Laborer's work.

Group 1(d): Repair Trackmen and Road Beds (cut and cover work of subway after the temporary cover has been placed).

Group 1(e): Laborers on general construction work on or in Bell Hole Footings and Shaft.

Group 1(f): Wire Winding Machine in Connection with Guniting or Shotcrete - Aligner.

Group 1(h): Laborers working off or with or from Bos's Chairs, Swinging Scaffolds, Belts, shall receive \$.25 per hour above the applicable wage rate. This premium rate shall be reckoned by the day and half day. This shall not apply to laborers entitled to receive the wage rate set forth in Group 1(a).

Group 2: Asphalt Shovelers; Cement Dumpers and handling dry cement or gypsum; Choke-setter and Digger (clearing work); Concrete Bucket Dumper and Chuteman; Concrete Chipping and Grinding; Concrete Laborers (wet or dry); Chuck Tender; High Pressure Nozzleman, Adductors; Groutcrew; 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, Singlefoot, 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: All Cleanup work of debris, grounds and buildings including but not limited to street cleaners; Cleaning and washing windows; Construction Laborers including Bridge and General Laborers; Dumpman; Load Spotter; Fire Watcher; Street Cleaners; Gardeners, Horticultural and Landscape Laborers; Jetting; Limbers; Brush Loaders; Pilers, Maintenance, Repair Trackmen and Road beds; Streetcar and Railroad Construction Track Laborers; Temporary air and water lines, Victaulic or similar; Tool Room Attendant; Fence Erectors; Guardrail Erectors; Pavement Markers (button setters).

Group 4: Brick Cleaners (jobsite only); Lumber Cleaners (jobsite only) (does not cover "Form stripping, cleaning and oiling and moving to the next point of erection.")

GUNNITE

Group 1: Nozzleman (including Gunman, Potman); Groundman.

Group 2: Reboundman.

Group 3: General Laborers.

WRECKING WORK

Group 1: Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electric fixtures).

Group 2: Semi-skilled Wrecker (salvaging of other building materials).

Group 3: General Laborer (includes all cleanup work, loading lumber, loading and burning of debris).

WORK ON SINGLE FAMILY HOMES AND APARTMENTS NOT EXCEEDING 2 STORIES

Group 1: All clean-up work of debris, grounds and buildings including but not limited to street cleaners, including distribution of materials; cleaning and washing of windows; gardeners; landscape and horticultural labors

Group 2: Concrete workers (wet or dry). operation of all pneumatic, air, gas and electric tools

PARKING LOT STRIPING WORK AND/OR HIGHWAY MARKERS

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

GROUP 2: Traffic Delineating Device Applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers; other traffic delineating devices; includes all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process

GROUP 3: Surface Abrasive Blaster: removal of traffic lines and markings, preparation of surfaces for coatings

GROUP 4: Traffic Protective Delineating Systems Installer: removes; relocates; installs permanently affixed roadside and parking delineation barricades; fencing, guardrail, cable anchor, retaining walls, reference signs, monument markers

POWER EQUIPMENT OPERATORS

Group 1:

1. Operator of Helicopter (when used in erection work)
2. Power Shovels, Backhoes, Gradalls over 7 cu. yds.

Group 2:

1. Highline Cableway
2. Power Blade Operator (finish)
3. Power Shovels, Backhoes, Gradalls (over 1 cu. yd. and up to and including 7 cu. yds. m.r.c.)

Group 3:

1. Asphalt Milling Machine
2. Hydraulic Excavator
3. Cable Backhoe
4. Combination Backhoe and Loader over 3/4 cu. yds.
5. Continuous Flight Tie Back Machine
6. Crane Mounted Continuous Flight Tie Back Machine
7. Crane Mounted Drill Attachments
8. Dozer, Slope Brd
9. Gradall
10. Loader 4 cu. yds and over
11. Multiple Engine Scrapers (when used as push pull)
12. Power Shovels, Backhoes, Gradalls up to and including 1 cu. yd.
13. Pre-Stress Wire Wrapping Machine
14. Side Boom Cat, 771 or larger
15. Track Loader 4 cu. yds. and over
16. Wheel Excavator (up to and including 750 cu. yds. per hour)

Group 4:

1. Asphalt Plant Engineer
2. Automatic Concrete Slip Form Paver
3. Chicago Boom
4. Combination Backhoe and Loader up to and including 3/4 cu. yds.
5. Concrete Batch Plants (wet or dry)
6. Dozer and/or Push Cat
7. Pull-Type Elevating Loader
8. Gradesetter, Grade Checker (mechanical or otherwise)
9. Grooving and Grinding Machine
10. Heading Shield Operator
11. Heavy Duty Drilling Equipment, Huges, LDH, Watson 3000 or similar,
12. Heavy Duty Repairman and/or Welder
13. Lime Spreader
14. Loader under 4 cu. yds.
15. Lubrication and Service Engineer (mobile and grease rack)
16. Mechanical Finishers or Spreader Machine (asphalt, Barber-Green and similar)
17. Miller Formless M-9000 Slope Paver or similar
18. Mucking Machine (rubber-tired, rail or track type)
19. Portable Crushing and Screening plants
20. Power Blade Support

21. Raised Bore Operator (tunnels)
22. Roller Operator, Asphalt
23. Rubber-Tired Earthmoving Equipment (Scrapers)
24. Slip Form Paver (concrete or asphalt)
25. Small Tractor with Drag
26. Soil Stabilizer (P&H or equal)
27. Timber Skidder
28. Track Loader up to 4 yards
29. Tractor Drawn Scraper
30. Tractor, Compressor Drill Combination
31. Tunnel Mole Bore Operator
32. Welder
33. Woods-Mixer (and other similar Pugmill equipment)

Group 5:

1. Cast-in-Place Pipe Laying Machine
2. Combination Slusher and Motor Operator
3. Concrete Conveyor or Concrete Pump, Truck or Equipment mounted
4. Concrete Conveyor, Building site
5. Concrete Pump or Pumpcrete Guns
6. Drilling Equipment, Watson 2000, Texoma 700 or similar,
7. Drilling and Boring Machinery, Horizontal (not to apply to waterliners, wagon drills or Jackhammers)
8. Concrete Mixer/all
9. Man and/or Material Hoist
10. Mechanical Finisher (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
11. Mechanical Burm, Curb and/or Curb and Gutter Machine, Concrete or Asphalt
12. Mine or Shaft Hoist
13. Portable Crushers
14. Power Jumbo Operator (setting slip-forms, etc., in tunnels)
15. Screedman (automatic or manual)
16. Self Propelled Compactor with Dozer
17. Tractor with boom, D6 or smaller
18. Trenching Machine, Maximum digging capacity over 5 ft. depth
19. Vermeer T-600B Rock Cutter

Group 6:

1. Armor-Coater (or similar)
2. Ballast Jack Tamper
3. Boom-Type Backfilling Machine
4. Assistant Plant Engineer
5. Bridge and/or Gantry Crane
6. Chemical Grouting Machine, truck mounted
7. Chip Spreading Machine Operator
8. Concrete Saws (self-propelled unit on streets, highways, airports, and canals)
9. Deck Engineer
10. Drilling Equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.

11. Drill Doctor
12. Elevator Operator
13. Helicopter Radio Operator
14. Hydro-Hammer or similar
15. Line Master
16. Locomotive
17. Lull Hi-Lift or similar
18. Truck Crane Oiler
19. Pavement Breaker, Truck Mounted, with compressor combination
20. Petro Mat Laying Machine
21. Pipe Bending Machine (pipelines only)
22. Pipe Wrapping Machine (tractor propelled and supported)
23. Screedman, (except asphaltic concrete paving)
24. Self Propelled Pipeline Wrapping Machine
25. Soils & Materials Tester
26. Tractor

Group 7:

1. Ballast Regulator
2. Boom Truck or dual-purpose A-Frame Truck
3. Cary Lift or similar
4. Combination Slurry Mixer and/or Cleaner
5. Drilling Equipment, 20 ft. and under M.R.C.
6. Fireman Hot Plant
7. Forklift (20' and over) or Lumber Stacker (construction jobsite)
8. Grouting Machine Operator
9. Highline Cableway Signalman
10. Stationary Belt Loader (Kolman or similar)
11. Lift Slab Machine (Vagtborg and similar types)
12. Maginnes Internal Full Slab Vibrator
13. Material Hoist (1 Drum)
14. Mechanical Trench Shield
15. Motor operator
16. Partsman (heavy duty repair shop parts room)
17. Pavement Breaker with or without Compressor Combination
18. Pipe Cleaning Machine (tractor propelled and supported)
19. Post Driver
20. Roller (except Asphalt)
21. Self Propelled Automatically Applied Concrete Curing Machine
(on streets, highways, airports and canal)
22. Self Propelled Compactor (without dozer)
23. Signalman
24. Slip-Form Pumps (lifting device for concrete forms)
25. Tie Spacer
26. Tower Mobile
27. Trenching Machine - maximum digging capacity up to and including
5 ft. depth
28. Truck Type Loader

Group 8:

1. Bit Sharpener
2. Boiler Tender
3. Box Operator
4. Brakeman
5. Combination Mixer and Compressor (gunite)
6. Compressor Operator
7. Deckhand
8. Fireman
9. Forklift (under 20 feet)
10. Generators
11. Heavy Duty Repairman Helper
12. Hydraulic Monitor
13. Ken Seal Machine (or similar)
14. Mixermobile
15. Oiler
16. Pump Operator
17. Refrigeration Plant
18. Reservoir-Debris Tug (Self-propelled Floating)
19. Ross Carrier (Construction site)
20. Rotomist Operator
21. Self Propelled Tape Machine
22. Shuttlecar
23. Self Propelled Power Sweeper Operator
24. Slusher Operator
25. Surface Heater
26. Switchman
27. Tar Pot Fireman
28. Tugger Hoist, Single Drum
29. Vacuum Cooling Plant
30. Welding Machine (powered other than by electricity)

CLAMSHELL AND DIPPER DREDGING; AND HYDRAULIC SUCTION DREDGING

Group 1: Bargeman; Deckhand; Firetender; Leveehand; Oiler.

Group 2: Winchman (Stern Winch on Dredge).

Group 3: Booster Pump Operator; Deck Engineer; Deckmate; Welder and/or mechanic on new construction; Watch Engineer; Welder.

Group 4: Leverman; Clamshell Operator (up to and including 7 cu. yds. m.r.c.) (Long Boom Pay); Clamshell Operator (over 7 cu. yds. m.r.c.) (Long Boom Pay) (On new construction only).

Group 5: Chief Engineer

Group 6:

ALL CRANES AND ATTACHMENTS

Group 1-A:

1. Clamshells and Draglines over 7 cu. yds.
2. Cranes over 100 tons
3. Derrick, over 100 tons
4. Derrick Barge Pedestal mounted over 100 tons
5. Self Propelled Boom Type lifting Device over 100 tons

Group 2-A:

1. Clamshells and Draglines up to and including 7 cu. yds.
2. Cranes over 45 tons up to and including 100 tons
3. Derrick Barge 100 tons and under
4. Self Propelled Boom Type Lifting Device over 45 tons
5. Tower Cranes

Group 3-A:

1. Cranes 45 tons and under
2. Self Propelled Boom Type Lifting Device 45 tons and under

TUNNEL AND UNDERGROUND WORK

Group 1: Heading shield operator; Heavy duty repairperson/welder; Mucking machine; Raised bore operator; Tunnel mole bore operator

Group 2: Combination slusher and motor operator; Concrete pump or pumpcrete guns; Power jumbo operator

Group 3: Drill doctor; Mine or shaft hoist

Group 4: Combination slurry mixer cleaner; Grouting machine operator; Motor person

Group 5: Bit sharpener; Brake person; Combination mixer and compressor (gunite); compressor operator; Oiler (assistant to engineer); Pump operator, Slusher operator

STEEL ERECTORS

Group 1:

1. Cranes over 100 tons
2. Derrick over 100 tons
3. Self Propelled Boom Type Lifting Devices over 100 tons

Group 2:

1. Cranes over 45 tons up to and including 100 tons
2. Derrick, 100 tons and under
3. Self Propelled Boom Type Lifting Device, over 45 tons

Group 3:

1. Cranes, 45 tons and under
2. Self Propelled Boom Type Lifting Device, 45 tons and under
3. Tower Crane

Group 4:

1. Chicago Boom
2. Forklift, 10 tons and over
3. Heavy Duty Repairman/Welder

Group 5:

1. Boom Cat

PILE DRIVERS

Group 1:

1. Derrick Barge Pedestal mounted over 100 tons
2. Clamshells over 7 cu. yds.
3. Self Propelled Boom Type Lifting Device over 100 tons
4. Truck Crane or Crawler, land or barge mounted over 100 tons

Group 2:

1. Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
2. Clamshells up to and including 7 cu. yds.
3. Self Propelled Boom Type Lifting Device over 45 tons
4. Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

Group 3:

1. Derrick Barge Pedestal mounted under 45 tons
2. Self Propelled Boom Type Lifting Device 45 tons and under
3. Skid/Scow Piledriver, any tonnage
4. Truck Crane or Crawler, land or barge mounted 45 tons and under

Group 4:

1. Assistant Operator in lieu of Assistant to Engineer
2. Forklift, 10 tons and over
3. Heavy Duty Repairman/Welder

Group 6:

1. Deck Engineer

Group 8:

1. Deckhand
2. Fireman

TRUCK DRIVERS

Group 1: Bulk Cement Spreader (w/wo Auger, under 4 yds. water level); Bus Driver; Concrete Pump Machine; Concrete Pump Truck (when Flat Rack Truck is used appropriate Flat Rack rate shall apply); Dump (under 4 yds. water level); Dumocrete Truck (under 4 yds. water level); Dumpster (under 4 yds. water level,; Escort or Pilot Car Driver; Nipper Truck (when Flat Rack Truck is used appropriate Flat Rack rate shall apply); Pickups; Skids (Debris Box, under 4 yds. water level); Team Drivers; Trucks (Dry Pre-batch Concrete Mix, under 4 yds. water level).

Group 2: Teamster Oiler and/or Greaser and/or Service Man.

Group 3: Bulk Cement Spreader (w/wo Auger, 4 yd. and under 6 yds. water level); Dump (4 yds. and under 6 yds. water level); Dumpcrete (4 yds. and under 6 yds. water level); Dumpster (4 yds. and under 6 yds. water level); Skids (Debris Box, 4 yds. and under 6 yds. water level); Single Unit Flat Rack (2 axle unit); Industrial Lift Truck (mechanical Tailgate); Trucks (Dry Pre-batch Concrete Mix, 4 yds. and under 6 yds. water level).

Group 4: Jetting Truck and Water Truck (under 2,500 gallons).

Group 5: Road oil Trucks or Bootman.

Group 6: Lift Jitneys, Fork Lift.

Group 7: Transit Mix, Agitator (under 6 yds.).

Group 8: Fuel and/or Grease Truck Driver or Fuel worker.

Group 9: Vacuum Truck, under 3,500 gallons.

Group 10: Scissor Truck; Single unit Flat Rack (3 axle unit); Industrial Lift Truck (mechanical tailgate); Small rubber tired tractor (when used within Teamsters' jurisdiction).

Group 11: Jetting Truck and Water Truck, 2,500 gallons and under 4,000 gallons.

Group 12: Combination Winch Truck with Hoist; Transit Mix Agitator (6 yds. and under 8 yds.).

Group 13: Vacuum Truck, 3,500 gallons and under 5,500 gallons.

Group 14: Rubber-tired Muck Car (not self-loaded).

Group 15: Bulk Cement Spreader (w/wo Auger, 6 yds. and under 8 yds. water level); Dump (6 yds. and under 8 yds. water level); Dumpcrete (6 yds. and under 8 yds. water level); Dumpster (6 yds. and under 8 yds. water level); Skids (Debris Box, 6 yds. and under 8 yds. water level); Trucks (Dry Pre-batch Concrete Mix, 6 yds. and under 8 yds. water level).

Group 16: A-Frame, Winch Truck; Buggymobile; Jetting and Water Truck (4,000 gallons and under 5,000 gallons); Rubber Tired Truck Jumbo.

Group 17: Heavy Duty Transport (high bed).

Group 18: Ross Hyster and similar Straddle Carrier.

Group 19: Transit Mix or Agitator (8 yds. through 10 yds.).

Group 20: Vacuum Truck (5,500 gallons and under 7,500 gallons).

Group 21: Jetting Truck and Water Truck (5,000 gallons and under 7,000 gallons).

Group 22: Combination Bootman and Road Oiler.

Group 23: Transit Mix or Agitator (over 10 yds. through 12 yds.).

Group 24: Bulk Cement Spreader (w/wo Auger, 8 yds. and including 12 yds. water level); Dump (8 yds. and including 12 yds. water level); Dumpcrete (8 yds. and including 12 yds. water level); Self-propelled Street Sweeper with self-contained refuse bin; Skids (Debris Box, 8 yds. and including 12 yds. water level); Snow Go and/or Snow Plow; Truck (Dry Pre-batch Concrete Mix, 8 yds. and including 12 yds. water level).

Group 25: Heavy Duty Transport (Gooseneck Lowbed); Transit Mix or Agitator (over 12 yds. through 14 yds.).

Group 26: Ammonia Nitrate Distributor Driver and Mixer; Bulk Cement Spreader (w/wo Auger, over 12 yds. and including 18 yds. water level); Dump (over 12 yds. and including 18 yds. water level); Dumpcrete (over 12 yds. and including 18 yds. water level); Dumpster (over 12 yds. and including 18 yds. water level); Truck (Dry Pre-batch Concrete Mix, over 12 yds. and including 18 yds. and including 18 yds. water level).

Group 27: Double Gooseneck (7 or more axles); Heavy Duty Transport Tiller Man.

Group 28: P.B. or similar type self-loading Truck.

Group 29: Transit Mix or Agitator (over 14 yds. through 16 yds.).

Group 30: Truck Repair; Hydro-lift or Swedish crane type (incl. when Swedish crane is used for jetting); Hydro-lift extension or retracting crane (Boom-type).

Group 31: Bulk Cement Spreader (w/wo Auger, over 18 yds. and including 24 yds. water level); Combination Dump and Dump Trailer; Dump (over 18 yds. and including 24 yds. water level); Dumpcrete (over 18 yds. and including 24 yds. water level); Dumpster (over 18 yds. and including 24 yds. water level); Skid (Debris Box, over 18 yds. and including 24 yds. water level); Trucks (Dry Pre-batch Concrete Mix, over 18 yds. and including 24 yds. water level).

Group 32: Bulk Cement Spreader (w/wo Auger, over 24 yds. and including 35 yds. water level); Dump (over 24 yds. and including 35 yds. water level); Dumpcrete (over 24 yds. and including 35 yds. water level); Dumpster (over 24 yds. and including 35 yds. water level); DW 10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTournapulls, Tournarocker, Euclid and similar type equipment when pulling Fuel and/or Grease Tank Trailers or other misc. Trailers; Skids (Debris Box, over 24 yds. and including 35 yds. water level); Trucks (Dry Pre-batch Concrete Mix, over 24 yds. and including 35 yds. water level).

Group 33: Bulk Cement Spreader (w/wo Auger, over 35 yds. and including 50 yds. water level); Dump (over 35 yds. and including 50 yds. water level); Dumpcrete (over 35 yds. and including 50 yds. water level); Dumpster (over 35 yds. and including 50 yds. water level); Skids (Debris Box, over 35 yds. and including 50 yds. water level); Trucks (Dry Pre-batch Concrete Mix, over 35 yds. and including 50 yds. water level).

Group 34: DW 10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTournapulls, Tournarocker, Euclid and similar type equipment when pulling Aqua/Pak or Water Tank Trailers.

Group 35: Bulk Cement Spreader (w/wo Auger, over 50 yds. and under 65 yds. water level); Dump (over 50 yds. and under 65 yds. water level); Dumpcrete (over 50 yds. and under 65 yds. water level); Dumpster (over 50 yds. and under 65 yds. water level); Helicopter Pilot (when transporting workers or materials); Skids (Debris Box, over 50 yds. and under 65 yds. water level); Trucks (Dry Pre-Batch Concrete Mix, over 50 yds. and under 65 yds. water level).

Group 36: Bulk Cement Spreader (w/wo Auger, over 65 yds. and including 80 yds. water level); Dump (65 yds. and including 80 yds. water level); Dumpcrete (over 65 yds. and including 80 yds. water level); Dumpster (over 65 yds. and including 80 yds. water level); Skids (Debris Box, over 65 yds. and including 80 yds. water level); Trucks (Dry Pre-batch Concrete Mix, over 65 yds. and including 80 yds. water level).

Group 37: Bulk Cement Spreader (w/wo Auger, over 80 yds. and including 95 yds. water level); Dump (over 80 yds. and including 95 yds. water level); Dumpcrete (over 80 yds. and including 95 yds. water level); Dumpster (over 80 yds. and including 95 yds. water level); Skids (Debris Box, over 80 yds. and including 95 yds. water level); Trucks (Dry Pre-batch Concrete Mix, over 80 yds. and including 95 yds. water level).

August 9, 1989

R.C. Collet, Inc.
P.O. Box 1069
Woodland Ca 95695

We are in receipt of the finalized contract for the Del Paso Boulevard No. 10, which was approved by the Sacramento City Council on August 1, 1989.

Returned herewith is your bond in the amount of 10% which was submitted for the above bid.

Sincerely,

Janice Beaman
Acting Assistant City Clerk

lmh/jb/#18

Enclosure: Bond issued by The Hartford

August 9, 1989

Granite Construction Company
P.O. Box 15287
Sacramento Ca 95851

We are in receipt of the finalized contract for the Del Paso Boulevard No. 10, which was approved by the Sacramento City Council on August 1, 1989.

Returned herewith is your bond in the amount of 10% which was submitted for the above bid.

Sincerely,

Janice Beaman
Acting Assistant City Clerk

lmh/jb/#18

Enclosure: Bond issued by The CHUBB Group of Insurance Companies

August 7, 1989

Teichert Construction
P.O. Box 15002
Sacramento Ca 95851

On August 1, 1989, the Sacramento City Council accepted your bid in the amount of \$543,185.00 for Del Paso Heights No. 10 Project.

The Department of Public Works will contact you concerning the necessary bond and contract.

Sincerely,

Janice Beaman
Acting Assistant City Clerk

lmh/jb/#18

August 7, 1989

Granite Construction Company
P.O. Box 15287
Sacramento Ca 95851

On August 1, 1989, the City Council accepted the bid of Teichert Construction for Del Paso Heights No. 10 Project.

It is the policy of the City to hold the bid security of the three lowest bidders until a finalized contract has been received by this office.

Upon receipt of the finalized contract, your bid security will be returned.

Sincerely,

Janice Beaman
Acting Assistant City Clerk

lmh/jb/#18

August 7, 1989

R.C. Collet, Inc.
P.O. Box 1069
Woodland Ca 95695

On August 1, 1989, the City Council accepted the bid of Teichert Construction for Del Paso Heights No. 10 Project.

It is the policy of the City to hold the bid security of the three lowest bidders until a finalized contract has been received by this office.

Upon receipt of the finalized contract, your bid security will be returned.

Sincerely,

Janice Beaman
Acting Assistant City Clerk

lmh/jb/#18