

B3

CONTRACT NO. 04-0A0904

NAME OF BIDDER GHILOTTI BROS., INC.

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS 525 Jacoby Street

(Include even if P.O. Box used)

CITY, STATE, ZIP San Rafael CA 94901

TELEPHONE NO: AREA CODE (415) 454-7011

FAX NO: AREA CODE (415) 454-8376

CONTRACTOR LICENSE NO. 132128

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in the Standard Specifications, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the *Notice to Bidders*.

For a cost plus time based bid on a contract without a plant establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment period, Bidder additionally agrees to perform the non-plant establishment work within the number of working days bid for non-plant establishment work.

2. For a lump sum based bid, Bidder submits this bid with a total price in the total bid space provided on the Bid Item List. For a unit price or cost plus time based bid, Bidder submits this bid with a unit price and the item total (the product of the unit price and the quantity) for each item and a total price (the sum of the item totals) in the spaces provided on the attached Bid Item List. For a unit price with additive item based bid, Bidder submits this bid with a unit price and an item total for each item and a total base bid (the sum of the item totals) and the additive items in the spaces provided on the attached Bid Item List. Additionally, for a cost plus time based bid, Bidder submits this bid with working days bid for non-plant establishment work, total bid for time, and total bid for bid comparison in the spaces provided on the Bid Item List. Bidder agrees:
 - 2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails except:
 - 2.1.1. If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.
 - 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.
 - 2.2. If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.
 - 2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.
 - 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.
 - 2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

- 2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.
For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.
For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.

2.7. The Department's decision on the bid amount is final.

3. Bidder has and acknowledges the following addenda:

01, 02, 103

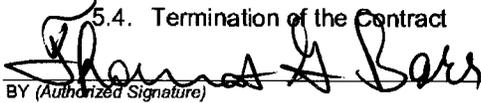
4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

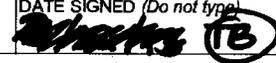
Cash \$ N/A, Cashiers Check, Certified Check, **Bidder's Bond**

5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:

- 5.1. Criminal prosecution
- 5.2. Rejection of the bid
- 5.3. Rescission of the award

5.4. Termination of the Contract


BY (Authorized Signature)

3/26/13
DATE SIGNED (Do not type)


PRINTED NAME AND TITLE OF PERSON SIGNING

THOMAS G. BARR, P.E.
VICE PRESIDENT

BID ITEM LIST

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	071325	TEMPORARY FENCE (TYPE ESA)	LF	800	6.	4,800.
2	074015	TEMPORARY ACTIVE TREATMENT SYSTEM	LS	LUMP SUM	LUMP SUM	3,500.
3	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	20,000.
4	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	3,000.
5	074028	TEMPORARY FIBER ROLL	LF	2,000	3.50	7,000.
6	074029	TEMPORARY SILT FENCE	LF	1,000	3.	3,000.
7	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	2,700.	5,400.
8	074034	TEMPORARY COVER	SQYD	3,000	3.75	11,250.
9	074035	TEMPORARY CHECK DAM	LF	360	9.	3,240.
10	074038	TEMPORARY DRAINAGE INLET PROTECTION	EA	5	250.	1,250.
11	074040	TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	SQYD	6,000	1.25	7,500.
12	074041	STREET SWEEPING	LS	LUMP SUM	LUMP SUM	25,000.
13	074057	STORM WATER ANNUAL REPORT	EA	1	2,000.00	2,000.00
14	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	7,000.
15	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	20,000.
16	120165	CHANNELIZER (SURFACE MOUNTED)	EA	13	35.	455.
17	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LS	LUMP SUM	LUMP SUM	3,000.
18	129000	TEMPORARY RAILING (TYPE K)	LF	800	20.	16,000.
19	129100	TEMPORARY CRASH CUSHION MODULE	EA	11	225.	2,475.
20	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM	LUMP SUM	2,500.



Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21	141103	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	80	40.	3,200.
22	150662	REMOVE METAL BEAM GUARD RAILING	LF	75	30.	2,250.
23	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	40	20.	800.
24	150742	REMOVE ROADSIDE SIGN	EA	3	100.	300.
25	024980	REMOVE UNDERDRAIN	LF	330	5.	1,650.
26	150870	REMOVE CONCRETE DECK SURFACE	SQFT	411	8.	3,288.
27	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	730	8.	5,840.
28	153225	PREPARE CONCRETE BRIDGE DECK SURFACE	SQFT	411	6.	2,466.
29	157560	BRIDGE REMOVAL (PORTION)	LS	LUMP SUM	LUMP SUM	15,000.
30	160102	CLEARING AND GRUBBING (LS)	LS	LUMP SUM	LUMP SUM	46,000.
31	190101	ROADWAY EXCAVATION	CY	870	40.	34,800.
32	190105	ROADWAY EXCAVATION (TYPE Z-2) (AERIALY DEPOSITED LEAD)	CY	400	170.	68,000.
33	190110	LEAD COMPLIANCE PLAN	LS	LUMP SUM	LUMP SUM	2,500.
34 (F)	192020	STRUCTURE EXCAVATION (TYPE D)	CY	70	1,100.	77,000.
35 (F)	193003	STRUCTURE BACKFILL (BRIDGE)	CY	42	170.	7,140.
36	200001	HIGHWAY PLANTING	LS	LUMP SUM	LUMP SUM	8,500.
37	203002	EROSION CONTROL (COMPOST BLANKET)	CY	42	90.	3,780.
38	203021	FIBER ROLLS	LF	660	3.50	2,310
39	203031	EROSION CONTROL (HYDROSEED) (SQFT)	SQFT	13,500	0.15	2,025
40	203034	ROLLED EROSION CONTROL PRODUCT (NETTING)	SQFT	2,200	0.70	1,540.

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
41	204099	PLANT ESTABLISHMENT WORK	LS	LUMP SUM	LUMP SUM	10,000.
42	250401	CLASS 4 AGGREGATE SUBBASE	CY	130	85.	11,050.
43	260303	CLASS 3 AGGREGATE BASE (CY) ⁰⁰ 11,220	CY	110	102.	10,200.
44	390132	HOT MIX ASPHALT (TYPE A)	TON	150	185.	27,750.
45	390134	HOT MIX ASPHALT (OPEN GRADED)	TON	80	270.	21,600.
46	394060	DATA CORE	LS	LUMP SUM	LUMP SUM	1,500.
47	394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	120	12.	1,440.
48	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	160	12.	1,920.
49	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	50	12.	600.
50	397005	TACK COAT	TON	1	1,500.	1,500.
51	490603	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	281	330.	92,730.
52 (F)	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	4	4,000.	16,000.
53 (F)	510053	STRUCTURAL CONCRETE, BRIDGE	CY	70	2,500.	175,000.
54 (F)	510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	21	1,300.	27,300.
55 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	9.1	2,000.	18,200.
56	511106	DRILL AND BOND DOWEL	LF	157	40.	6,280.
57	515041	FURNISH POLYESTER CONCRETE OVERLAY	CF	80	1.	80.
58 (F)	515042	PLACE POLYESTER CONCRETE OVERLAY	SQFT	411	65.	26,715.
59	150100	PUBLIC SAFETY PLAN	LS	LUMP SUM	LUMP SUM	500.
60	519081	JOINT SEAL (MR 1/2")	LF	19	100.	1,900.



Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
61 (F)	520102	BAR REINFORCING STEEL (BRIDGE)	LB	31,296	1.50	46,944.
62	560245	FURNISH LAMINATED PANEL SIGN (1"-TYPE B)	SQFT	63	30.	1,890.
63	560248	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	13	15.	195.
64	566012	ROADSIDE SIGN - TWO POST	EA	1	500.	500.
65	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	2	100.	200.
66	620100	18" ALTERNATIVE PIPE CULVERT	LF	290	58.	16,820.
67	680283	3" PLASTIC PIPE UNDERDRAIN	LF	18	25.	450.
68	680404	8" PERFORATED STEEL PIPE UNDERDRAIN	LF	330	40.	13,200.
69	682049	CLASS 3 PERMEABLE MATERIAL (BLANKET)	CY	210	107.	22,470.
70 (F)	730045	MINOR CONCRETE (GUTTER) (CY)	CY	10	620.	6,200.
71 (F)	750001	MISCELLANEOUS IRON AND STEEL	LB	2,554	2.	5,108
72	820118	GUARD RAILING DELINEATOR	EA	2	35.	70.
73	820151	OBJECT MARKER (TYPE L-1)	EA	4	45.	180.
74	832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	100	30.	3,000.
75	839521	CABLE RAILING	LF	300	20.	6,000.
76	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1	3,300.	3,300.
77	839703	CONCRETE BARRIER (TYPE 60C)	LF	300	300.	90,000.
78 (F)	839725	CONCRETE BARRIER (TYPE 736)	LF	137	200.	27,400.
79	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	1,300	1.	1,300.
80	840506	8" THERMOPLASTIC TRAFFIC STRIPE	LF	240	2.	480.

B3

BID ITEM LIST
04-0A0904

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
81	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	15	5.	75.
82	860401	LIGHTING	LS	LUMP SUM	LUMP SUM	35,000.
83	BLANK					
84	130310	RAIN EVENT ACTION PLAN	EA	30	500.00	15,000.00
85	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	17	200.	3,400.
86	025379	WATER QUALITY SAMPLING AND ANALYSIS DAY	EA	70	450.	4,500
87	025380	WATER QUALITY MONITORING REPORT	EA	5	150.	750
88	025381	TEMPORARY CREEK DIVERSION SYSTEM	LS	LUMP SUM	LUMP SUM	10,000.
89	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	135,000.

TOTAL BID
FOR ITEMS:

\$ 1,366,476

\$ 1,338,456.⁰⁰

TOTAL BID
FOR TIME:

85

X

\$3,000.00

=

\$ 255,000.⁰⁰

WORKING DAYS BID
(Not to exceed 180 Days)

COST PER DAY

TOTAL BID FOR COMPARISON (COST PLUS TIME):

\$ 1,593,456.⁰⁰

\$ 1,621,476⁰⁰

Yb

ok
1/2/13

SUBCONTRACTOR LIST

DES-OE-0102.2 (REV 3/2011)

Bidder Name: GHILOTTI BROS., INC.

The bidder must identify each subcontractor performing work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.). Complete columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (916) 227-6282 within 24 hours after the bid opening. Failure to provide complete information in columns 1 through 4 within the time specified will result in a nonresponsive bid.

Column 1: Business Name and Location	Column 2: Bid Item Nos.	Column 3: Percentage of Bid Item Subcontracted	Column 4: Description of Subcontracted Work
RE Serrano Martinez, CA			Barrier
RM Horn's Martinez, CA			Bridge / Structural Concrete / Rebar / Joint Seal / Bridge Removal / Structural Excavation & Backfill / Polyester Overlay Concrete Retaining (TB)
Steiny & Co. Vallejo, CA			Lighting
Farwest Safety Lodi, CA			Signs

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SUBCONTRACTOR LIST

DES-OE-0102.2 (REV 3/2011)

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Column 1: Business Name and Location	Column 2: Bid Item Nos.	Column 3: Percentage of Bid Item Subcontracted	Column 4: Description of Subcontracted Work
Selby's Soils Newcastle, CA			Erosion / Temp. Erosion
Central Striping Poncho Cordova, CA			Striping / Lead Compliance Plan / Markers
PC&N Byron, CA			<div style="display: flex; align-items: center;"> TB Temp. Erosion Cable Railing / MBGR </div>
			<div style="display: flex; align-items: center;"> TB MBGR </div>
Wabo Landscape Hercules, CA			Landscape

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STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
SUBCONTRACTOR LIST
 DES-OE-01022 (REV 3/2011)

Bidder Name: GHILOTTI BROS., INC.

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Column 1: Business Name and Location	Column 2: Bid Item Nos.	Column 3: Percentage of Bid Item Subcontracted	Column 4: Description of Subcontracted Work
SELBY'S SOIL NEWCASTLE CA	1, 5, 6, 9,	100%	EROSION / TEMP EROSION
	10, 11, 37,	100%	
	38, 39, 40	100%	
CENTRAL STRIPING RANCHO CORDOVA CA	33, 79, 80,	100%	STRIPING, LEAD COMPLIANCE PLAN MARKERS
	81	100%	
	89 (P)	1.6%	
PC&N BYRON CA	22, 72,	100%	CABLE RAILING / MBGR
	74, 75, 76	100%	
WABO LANDSCAPE HERCULES CA	36, 41	100%	LANDSCAPE
	89 (P)	2.9%	

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STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
SUBCONTRACTOR LIST
 DES-OE-0102.2 (REV 3/2011)

Bidder Name: GHILOTTI BROS., INC.

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Column 1: Business Name and Location	Column 2: Bid Item Nos.	Column 3: Percentage of Bid Item Subcontracted	Column 4: Description of Subcontracted Work
R.E. SERRANO MARTINEZ CA	77	100%	BARRIER
R.M. HARRIS MARTINEZ CA	26,28, 29,34, 35,51,52, 53,54,56, 57-61, 78 89(P)	100% 100% 100% 100% 100% 100% 37%	BRIDGE, STRUCTURAL CONCRETE, REBAR, JOINT SEAL, BRIDGE REMOVAL, STRUCTURAL EXCAVATION & BACKFILL, PLOYESTER OVERLAY
STEINY & CO. VALLEJO CA	82 89	100% 1.5%	LIGHTING
FARWEST SAFETY LODI CA	14,24 62-65	100% 100%	SIGNS

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525 Jacoby Street
San Rafael, CA 94901
Phone (415) 454-7011
Fax (415) 454-8376
State Contractors License # 132128

FAX TRANSMITTAL

To: Department of Transportation **From:** Melissa Daniels, Bid Administrator

Fax: (916) 227-6282 **Pages:** 03

ATTN: Office Engineer **Date:** 3/27/13

Re: 04-0A0904 Highway 80

Urgent For Review Please Comment Please Reply

Attached, please find our Subcontractor Listing for Contract No. 04-0A0904 which bid yesterday.

Melissa Daniels
Bid Administrator

Please call directly for questions: (415) 256-2217

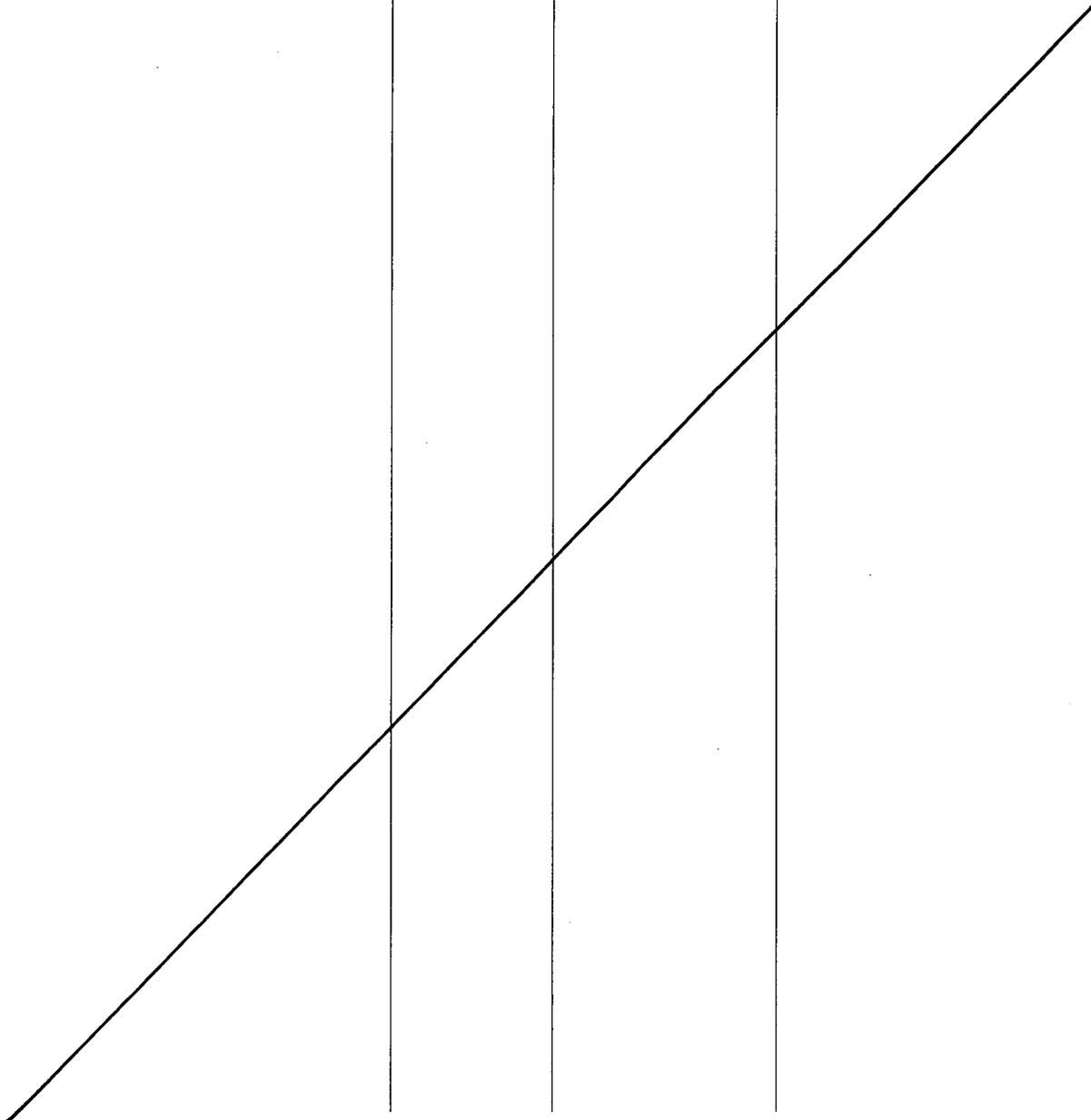
If not received in its entirety, please contact our office at (415) 454-7011

SUBCONTRACTOR LIST

DES-OE-0102.2 (REV 3/2011)

Bidder Name: GHILOTTI BROS., INC.

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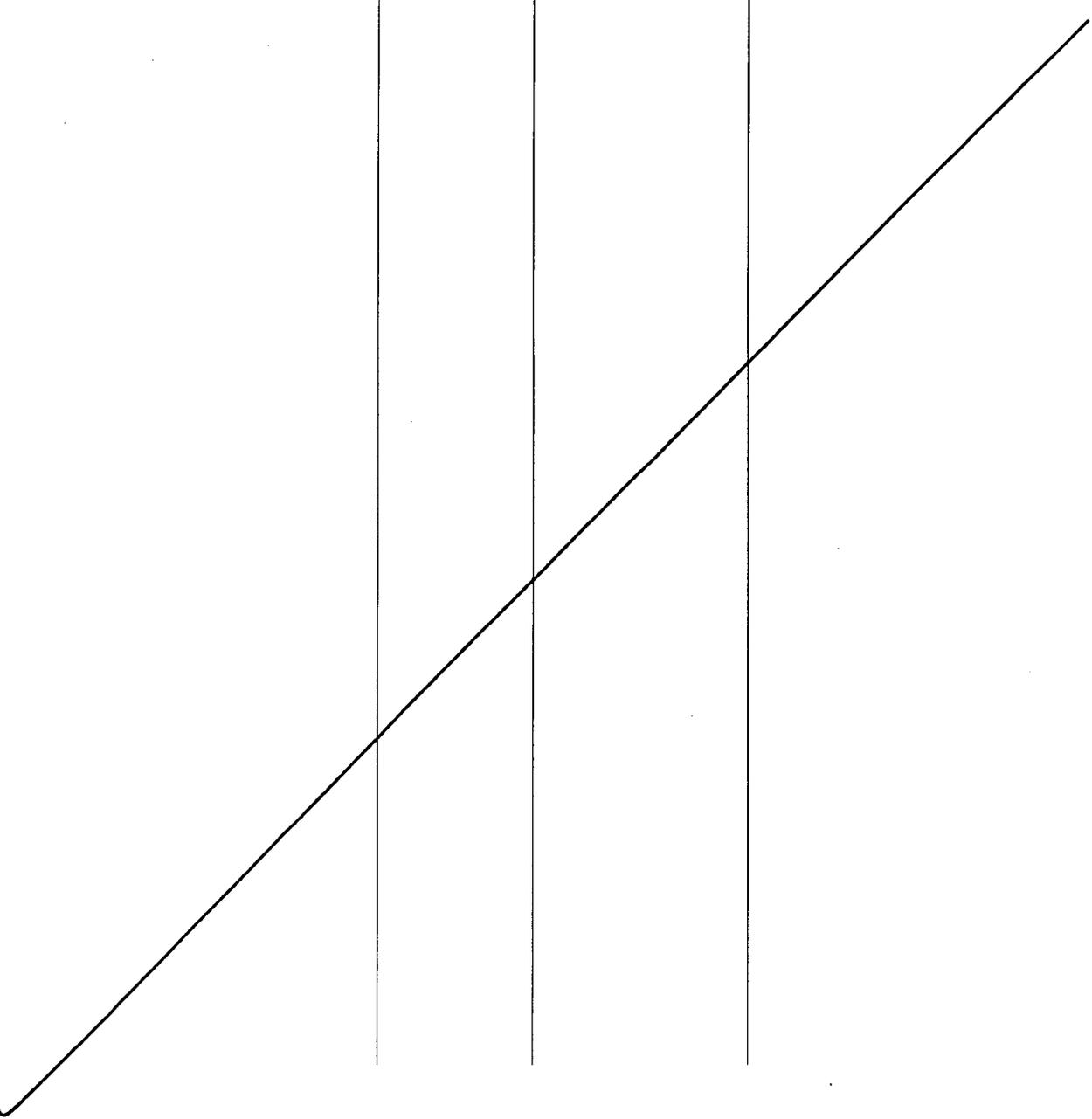
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We Ghilotti Bros., Inc.

as Principal, and

Fidelity and Deposit Company of Maryland

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for **Construction on State Highway in Solano County In and Near Vacaville From 0.2 Mile West of Alamo Creek Bridge To 0.2 Mile East of Alamo Creek Bridge In District 04 On Route 80 Under; 04-Sol-80-R24.8/R25.2; Project ID 0400000133***
(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at Sacramento, CA

(insert place where bids will be opened)

***Federal-Aid Project ACIM-080-2(364)E**

on March 26th, 2013

(insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: March 14th, 2013

Correspondence or claims relating to this bond should be sent to the surety at the following address:

525 Market Street, Ste 2900
San Francisco, CA 94105

Ghilotti Bros., Inc.

Thomas G. Barr
Principal

THOMAS G. BARR, P.E.
VICE PRESIDENT

Fidelity and Deposit Company of Maryland

By *Kelly Holtemann*
Surety
Attorney-in-Fact

Kelly Holtemann

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____ }
_____ }

On this _____ before me,
Date

****SEE ATTACHED****

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Signature _____

Signature of Notary Public

ACKNOWLEDGMENT

State of California
County of Marin)

On March 14th, 2013 before me, J. DeLuca, Notary Public
(insert name and title of the officer)

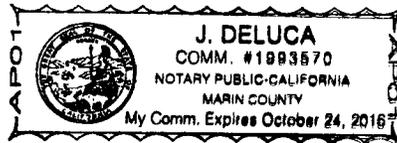
personally appeared Kelly Holtemann
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. DeLuca

(Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kelly HOLTEMANN and Joan DELUCA, both of San Francisco, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellen
Vice President
Thomas O. McClellen

State of Maryland
City of Baltimore

On this 14th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of March, 2013.



Geoffrey Delisio

Geoffrey Delisio, Vice President

ACKNOWLEDGMENT

State of California
County of Marin)

On March 7th, 2013 before me, J. DeLuca, Notary Public
(insert name and title of the officer)

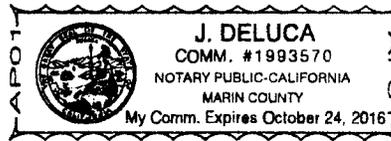
personally appeared Kelly Holtemann,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. DeLuca

(Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kelly HOLTEMANN and Joan DELUCA, both of San Francisco, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes
Eric D. Barnes
Assistant Secretary
Eric D. Barnes

Thomas O. McClellen
Thomas O. McClellen
Vice President
Thomas O. McClellen

State of Maryland
City of Baltimore

On this 14th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski
Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of March, 2013.



Geoffrey Delisio

Geoffrey Delisio, Vice President

ACKNOWLEDGMENT

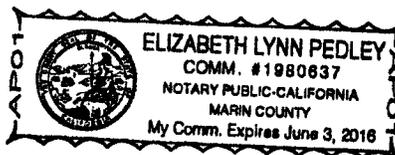
State of California)
County of Marin)

On 26 March 2013 before me, Elizabeth L. Pedley a Notary Public, personally appeared Thomas G. Barr, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elizabeth L. Pedley (Seal)



OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

DES-OE-0102.12A (REV. 8/2012)

To opt out of payment adjustments for price index fluctuations as specified, complete this form.

Bidder's Name: _____ Contract No. ____ - _____

I opt out of the payment adjustments for price index fluctuations.

Date: _____ Signature: _____

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

SMALL BUSINESS STATUS

DES-OE-0102.4 (REV 3/2008)

CONTRACT NO. 04 - 0A0904

Are you certified as a "Small Business" by the Office of Small Business and DVBE Services of the Department of General Services of the State of California? Check one:

Yes: Certification number? _____ No

Note: This small business questionnaire is included for statistical reporting only.

CERTIFICATIONS

FEDERAL-AID PROJECTS DISCLOSURE OF LOBBYING ACTIVITIES CERTIFICATION

Bidder certifies, to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder also agrees by submitting a bid that it must require the language of this certification be included in subcontracts over \$100,000 and these subcontractors shall certify and disclose.

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

N/A (none)

Approved by OMB

0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> Congressional District, <i>if known:</i>	5. If Reporting Entity in No. 4 is Subawardee Enter Name and Address of Prime: <p align="center">Congressional District, <i>if known:</i></p>	
6. Federal Department/Agency:	7. Federal Program Name/Description: <p align="center">CFDA Number, if applicable _____</p>	
8. Federal Action Number, if known:	9. Award Amount, if known: <p align="center">\$ _____</p>	
10 a. Name and Address of Lobby Registrant <p align="center"><i>(if individual, last name, first name, MI):</i></p>	b. Individuals Performing Services (including address if different from No. 10a) <p align="center"><i>(last name, first name, MI):</i></p>	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

EQUAL EMPLOYMENT OPPORTUNITY REGULATION CERTIFICATION

Bidder , proposed subcontractor , certifies that he has has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, if required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the filing requirements.

Notes:

- The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)
- Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.
- Prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless the Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29, DEBARMENT AND SUSPENSION CERTIFICATION

Bidder, under penalty of perjury, certifies that, except as noted below, it or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

UNDOCUMENTED ALIENS EMPLOYMENT

Under Pub Cont Code § 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

NONCOLLUSION

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of California County of Marin
THOMAS G. BARR, P.E.

VICE PRESIDENT of GHILOTTI BROS., INC. being first duly sworn, deposes and says that he or she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CHILD SUPPORT COMPLIANCE ACT

Under Pub Cont Code § 7110, the contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

VIOLATION OF LAW OR A SAFETY REGULATION

Under Pub Cont Code § 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes No

If the answer is yes, explain the circumstances in the following space.

NATIONAL LABOR RELATIONS BOARD

Pub Cont Code § 10232, the contractor, swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

ANTITRUST LAW

Under Pub Con Code § 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder has has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code § 1101, with any public entity, as defined in Pub Cont Code § 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

BIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

1. Within the past 10 years, has the Bidder been found to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?
 Yes No
2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsive bidder by a public entity, including federal, State, local or regional entities?
 Yes No
3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?
 Yes No
4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:
 - 4.1. Date of each nonresponsibility determination
 - 4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination
 - 4.3. Contract number for each nonresponsibility determination

END CERTIFICATIONS

DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES
OFFICE ENGINEER
1727 30th Street MS-43
P.O. BOX 168041
SACRAMENTO, CA 95816-8041
FAX (916) 227-6214
TTY 711



*Flex your power!
Be energy efficient!*

February 8, 2013

04-Sol-80-R24.8/R25.2
04-0A0904
Project ID 0400000133
ACIM-080-2(364)E

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN SOLANO COUNTY IN AND NEAR VACAVILLE FROM 0.2 MILE WEST OF ALAMO CREEK BRIDGE TO 0.2 MILE EAST OF ALAMO CREEK BRIDGE.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

This addendum is being issued to postpone the bid opening.

Bids for this work will be opened on Tuesday, March 12, 2013, instead of the original date of Tuesday, February 12, 2013.

An addendum will follow advising you of other changes.

To Bid book holders:

Inquiries or questions in regard to this addendum must be communicated as a bidder inquiry and must be made as noted in the Notice to Bidders section of the Notice to Bidders and Special Provisions.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the Bid book.

Submit bids in the Bid book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This addendum is available for the Contractors' download on the Web site:

http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-0A0904

If you are not a Bid book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

Handwritten signature of Rebecca D. Harnagel in black ink.

REBECCA D. HARNAGEL
Chief, Office of Plans, Specifications & Estimates
Office Engineer
Division of Engineering Services

DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES

OFFICE ENGINEER

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March 1, 2013

04-Sol-80-R24.8/R25.2

04-0A0904

Project ID 0400000133

ACIM-080-2(364)E

Addendum No. 2

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN SOLANO COUNTY IN AND NEAR VACAVILLE FROM 0.2 MILE WEST OF ALAMO CREEK BRIDGE TO 0.2 MILE EAST OF ALAMO CREEK BRIDGE.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on Tuesday, March 26, 2013, instead of Tuesday, March 12, 2013.

This addendum is being issued to set a new bid opening date as shown herein, revise the Project Plans, the Notice to Bidders and Special Provisions, the Bid book and provide additional Information Handout.

Project Plan Sheet 85 is revised. A copy of the revised sheet is attached for substitution for the like-numbered sheet.

Project Plan Sheet 21A is added. A copy of the added sheet is attached for addition to the project plans.

In the Special Provisions, Section 10-1.02, "WATER POLLUTION CONTROL," subsection "GENERAL," the second paragraph is revised as follows:

"This project is risk level 2."

In the Special Provisions, Section 10-1.02, "WATER POLLUTION CONTROL," subsection "GENERAL," the seventh paragraph is revised as follows:

"The Central Valley (Region 5S) RWQCB will review the approved SWPPP."

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In the Special Provisions, Section 10-1.02, "WATER POLLUTION CONTROL, GENERAL," subsection "Submittals," the first paragraph in subsection "Storm Water Pollution Prevention Plan, General," is revised as follows:

"Within 10 days of contract approval:

1. Submit 3 copies of your SWPPP for review. Allow 10 days for the Department's review. The Engineer provides comments and specifies the date when the review stopped if revisions are required.
2. Resubmit a revised SWPPP within 10 days of receiving the Engineer's comments. The Department's review resumes when a complete SWPPP has been resubmitted.
3. When the Engineer approves the SWPPP, submit an electronic copy and 4 printed copies of the approved SWPPP.
4. If the RWQCB requires review of the approved SWPPP, the Engineer submits the approved SWPPP to the RWQCB for its review and comment.
5. If the Engineer requests changes to the SWPPP based on the RWQCB's comments, amend the SWPPP within 5 days."

In the Special Provisions, Section 10-1.025, "WATER QUALITY MONITORING," is added as attached.

In the Special Provisions, Section 10-1.145, "TEMPORARY CREEK DIVERSION SYSTEM," is added as attached.

In the Special Provisions, Section 10-1.345, "ROLLED EROSION CONTROL PRODUCT (NETTING)," is added as attached.

In the Bid book, in the "Bid Item List," Items 84, 85, 86, 87, 88 and 89 are added and Item 83 is deleted as attached.

To Bid book holders:

Replace page 7 of the "Bid Item List" in the Bid book with the attached revised page 7 of the Bid Item List. The revised Bid Item List is to be used in the bid.

Attached is a copy of the impact map to be added as part of the Non-storm Water Information Package included in the Information Handout.

Inquiries or questions in regard to this addendum must be communicated as a bidder inquiry and must be made as noted in the Notice to Bidders section of the Notice to Bidders and Special Provisions.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the Bid book.

Submit bids in the Bid book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

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This addendum and attachments are available for the Contractors' download on the Web site:

http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-0A0904

If you are not a Bid book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,



REBECCA D. HARNAGEL
Chief, Office of Plans, Specifications & Estimates
Office Engineer
Division of Engineering Services

Attachments

10-1.025 WATER QUALITY MONITORING

GENERAL

Summary

This work includes monitoring of water quality during in-water work including temporary creek diversion system as required by conditions in the Section 401 Water Quality Certification. Water quality monitoring includes:

1. **Water Quality Sampling and Analysis Day:** Water Quality Sampling and Analysis includes preparation, collection, analysis, and reporting of water quality samples.
2. **Water Quality Monitoring Report:** Preparing and submitting the monitoring report includes visual monitoring, Water Quality Objective (WQO) Exceedance report, monitoring and inspection results, obtaining monitoring report acceptance, and reports required by RWQCB.

This job lies within the boundaries of the Central Valley (Region 5S) Regional Water Quality Control Board (RWQCB).

The receiving water for this job is Alamo Creek.

Definitions and Abbreviations

WQM: Water Quality Monitor. The WQM collects water quality sampling data and provides reports to the Engineer.

QSD: Qualified SWPPP Developer

QSP: Qualified SWPPP Practitioner.

qualified rain event: Qualified rain event must produce runoff resulting in a direct discharge to receiving waters. A qualified rain event is a storm that produces at least 0.5 inch of precipitation with a 48-hour or greater period between storms.

SAP: Sampling and Analysis Plan.

storm event: A storm that is forecasted or produces at least 0.10 inch of precipitation within a 24-hour period.

SWPPP: Storm Water Pollution Prevention Plan.

WPC Manager: Water Pollution Control Manager. The WPC Manager implements water pollution control work described in the SWPPP and oversees revisions and amendments to the SWPPP.

WQO: Water Quality Objective.

Submittals

Within 7 days after contract approval, submit WQM qualifications including training and experience in collecting and analyzing water quality samples.

Submit an electronic copy and 2 printed copies of Monitoring Reports as required:

1. Water Quality Monitoring Reports
2. Other reports required by the RWQCB

Quality Control and Assurance

Training

Training for personnel to collect water quality samples must include:

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

Water Quality Monitor (WQM)

The WQM must have the same qualifications as the WPC Manager including the requirements for QSP described in the Permit (Order No. 2009-009-DWQ, NPDES No. CAS000002) by having at least one of the following qualifications:

1. Department approved storm water management training described in the Department's "Construction Storm Water and Water Pollution Control" web site.
2. The WQM must have at least one of the following qualifications:
 - 2.1. Qualifications described in the Permit for a QSD
 - 2.1. Certified Erosion, Sediment and Storm Water Inspector (CESSWI)[™] registered through Enviro Cert International, Inc.
 - 2.2. Certified Inspector of Sediment and Erosion Control (CISEC) registered through CISEC, Inc.

The WQM must have training and experience in collecting and analyzing water quality samples.

The WQM may be the same person as the WPC Manager.

IMPLEMENTATION REQUIREMENTS

Visual Monitoring

The WQM must perform visual inspections for storm events.

Perform non-stormwater discharge visual inspections as follows:

1. Observe receiving waters:
 - 1.1. 24 hours before beginning in-water work including the installation of clear water diversions
 - 1.2. At least four times daily during in-water work activities including the installation, operation, and removal of clear water diversions
2. Observe receiving waters for the presence of floating and suspended materials, sheen on the surface, discoloration, turbidity, odors, and sources of observed pollutants

3. Observe the job site for the presence of authorized and unauthorized non-stormwater discharges and their sources. Unauthorized discharges to surface waters include:
 - 3.1. Soil, silt, and sand
 - 3.2. Bark, sawdust, and slash
 - 3.3. Rubbish and debris
 - 3.4. Cement, concrete, and concrete washings
 - 3.5. Oil and petroleum products
 - 3.6. Welding slag
 - 3.7. Other organic or earthen materials

The WQM must prepare visual inspection reports that include the following:

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

Retain visual inspections reports at the job site.

Water Quality Sampling

Perform water quality sampling whenever a project activity, conducted within waters of the State, has the potential to mobilize sediment or alter background conditions within waters of the State. Perform surface water quality sampling when:

1. Conducting in-water work
2. Work activities result in materials reaching receiving waters
3. Work activities result in the creation of a visible plume in receiving waters

This project is subject to WQOs:

Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method	Water Quality Objective
Turbidity	NTU	Grab ⁽¹⁾	Every 4 hours during in-water work	(2)	(5)
Settleable Material	mL/L	Grab ⁽¹⁾	Every 4 hours during in-water work	(2)	(6)
Visible construction related pollutants ⁽³⁾	Observations	Visual Inspections	Continuous throughout the construction period	-	-
pH ⁽⁴⁾	Standard Units	Grab ⁽¹⁾	Every 4 hours during in-water work	(2)	(7)
Temperature ⁽⁴⁾	°F(or as °C)	Grab ⁽¹⁾	Every 4 hours during in-water work	(2)	(8)
Dissolved Oxygen	mg/L & % saturation	Grab ⁽¹⁾	Every 4 hours during in-water work	(2)	(9)

-
- (1) Grab sample must not be collected at the same time each day to get a complete representation of variations in the receiving water.
 - (2) Pollutants must not be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, method shall be approved by Central Valley Water Board staff.
 - (3) Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products and construction-related, excavated, organic or earthen materials.
 - (4) Temperature, pH & dissolved oxygen water quality monitoring is required due to the occurrences of the state and the federally listed species habitat within the project area
 - (5) Activities shall not cause turbidity increases in surface water to exceed:
 - i where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs) controllable factors shall not cause downstream turbidity to exceed 2 NTU
 - ii where natural turbidity is between 1 & 5 NTUs increase shall not exceed 1NTU
 - iii where natural turbidity is between 5 & 50 NTUs, increase shall not exceed 20 percent
 - iv where natural turbidity is between 50 & 100 NTUs, increase shall not exceed 10 NTUs
 - v where natural turbidity is greater than 100 NTUs, increase shall not exceed 10 percent

Except that these limits will be eased during in-water working periods to allow a turbidity increase of 15 NTUs over background turbidity. In determining compliance with the above limits, appropriate averaging period may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior approval of the Central Valley Water Board staff.
 - (6) Activities shall not cause settleable matter to exceeds 0.1 mL/L in surface waters as measured in surface waters within 300 feet downstream of the project
 - (7) Activities shall not cause pH to be addressed below 6.5 nor exceed 8.5 in surface water.
 - (8) Activities shall not cause temperature in surface waters to increase more than 5 °F above natural receiving water temperature for waters with designated COLD or WARM beneficial uses
 - (9) Activities Shall not cause dissolved oxygen to be reduced below 5.0 mg/L for waters designated with in the WARM beneficial use and 7.0 mg/L for waters designated with the COLD or SPWN beneficial uses, in surface water.

At least 24 hours before beginning in-water work:

1. Establish locations for water quality sampling:
 - 1.1. Upstream of the effluent discharge point or location of in-water work by no more than 50 feet
 - 1.2. Effluent discharge point including location of in-water work
 - 1.3. Downstream of the effluent discharge point or location of in-water work by between 35 and 50 feet
2. Conduct water quality sampling to document background conditions for upstream, effluent, and downstream locations. Sample for each WQO described above
3. Estimate water flow

Whenever conducting in-water work including the installation of clear water diversions, conduct water quality sampling:

1. At least four times daily for each water quality objective
2. At upstream, effluent, and downstream locations

If sample results exceed a WQO, immediately notify the Engineer within 30 minutes and do the following:

1. Conduct water quality sampling every hour until measurements comply with WQOs
2. Measure the distance from the effluent location to the downstream extent of the exceedance
3. Obtain photos of the tributary upstream, downstream, and at the location of in-water work
4. If BMPs are installed, repaired, or modified to control the source of the exceedance, monitor the activity and document with samples, photos, and a brief summary

You are not required to physically collect samples under the following conditions:

1. During dangerous weather conditions such as flooding or electrical storms
2. Outside of normal working hours

If downstream samples show increased levels, assess WPC practices, site conditions, and surrounding influences to determine the probable cause for the increase.

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

Retain calibration logs at the job site.

Retain water quality sampling documentation and analytical results with the at the job site.

REPORTING REQUIREMENTS

If there is an unauthorized discharge, the WQM must immediately notify the Engineer within 6 hours.

Monitoring Report

The WQM must prepare a monthly monitoring report. Submit the monthly monitoring report by the 7th of the month for monitoring work conducted during the previous month. The report must include:

1. Visual monitoring inspection reports
2. If in-water work was done, include the following field sampling results and inspections:
 - 2.1. Analytical methods, reporting units, and detection limits
 - 2.2. Date, location, time of sampling, visual observation, photos, and measurements
 - 2.3. Estimate of water flow
 - 2.4. Calibration logs for field monitoring equipment

3. If storm events generate visible runoff, include visual monitoring results and inspections:
 - 3.1. Date, location, and time of visual observation
 - 3.2. Photos of areas disturbed by project activities including excess materials disposal areas
 - 3.3. Photos showing disturbed soil areas and documenting compliance for erosion control and revegetation measures including soil stabilization and sediment control BMPs
4. Summary of exceedance
5. Summary of corrective actions

The WQM must prepare other RWQCB reports when:

1. Conducting in-water work
2. Work activities cause a discharge of materials reaching receiving waters
3. Work activities cause a discharge resulting in the creation of a visible plume in receiving waters

Follow the monthly monitoring report requirements for other RWQCB reports. The other RWQCB reports must be submitted within 3 days of beginning in-water work or discovery of a discharge and continue every 2 weeks. Suspend the other RWQCB reports 2 weeks after concluding in-water work or correction of the discharge.

WQO Exceedance Report

If a WQO is exceeded, the WQM must 1) notify the Engineer by phone or electronic media within 30 minutes of WQO is exceeded and 2) submit a WQO Exceedance Report within 6 hours of WQO is exceeded. The report must:

1. Include the following field sampling results and inspections:
 - 1.1. Analytical methods, reporting units, and detection limits
 - 1.2. Date, location, time of sampling, visual observation, photos, and measurements
 - 1.3. Estimate of water flow
2. Description of BMPs and corrective actions taken to manage WQO exceedance

PAYMENT

The contract unit price paid for water quality monitoring report includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing and submitting the monitoring report including visual monitoring, WQO Exceedance report, monitoring and inspection results, and obtaining monitoring report acceptance, and reports required by RWQCB. Failure to submit any monitoring report is considered a performance failure.

The Department does not adjust payment for an increase or decrease in the quantity of monthly monitoring reports submitted. Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications does not apply.

The contract unit price paid for water quality sampling and analysis day includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation, collection, analysis, and reporting of water quality samples, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not adjust payment for an increase or decrease in the quantity of water quality sampling and analysis day. Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications does not apply.

You may request or the Engineer may order laboratory analysis of water quality samples. Laboratory analysis of Water Quality samples is change order work.

10-1.145 TEMPORARY CREEK DIVERSION SYSTEM

GENERAL

This work includes specifications for constructing, maintaining, reconstructing, and later removing temporary creek diversion system at locations shown on the plans.

Temporary creek diversion system must consist of a temporary gravel filled bag fabric cofferdam with impermeable plastic liner across the existing upstream channel, a gravel filled bag fabric barrier downstream from the proposed work area, and a plastic pipe to pass creek flows through the gravel filled bag fabric cofferdam, the Contractor's work area, and the gravel filled bag fabric barrier.

If, in the opinion of the Engineer, temporary creek diversion system is not required due to lack of creek flow, temporary creek diversion system will be eliminated as provided in Section 9-1.05D, "Eliminated Items," of the Standard Specifications.

Submittals

Submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for:

1. Gravel
2. Gravel filled bag fabric
3. Impermeable plastic sheet
4. Plastic pipe

The Contractor may use an alternative temporary creek diversion system if approved by the Engineer in writing. The alternative temporary creek diversion system must be within the temporary impact footprint allowed in the RWQCB 401 permit and the impact map included in the information handout as described in "Supplemental Project Information" of these special provisions. The alternative temporary creek diversion system will be subject to the same submittal, review, and approval timeframes of these special provisions. Any increase in cost for the alternative temporary creek diversion system must be borne by the Contractor. The alternative temporary creek diversion system must be installed and maintained in conformance with these special provisions.

Temporary Creek Diversion System Plan

Temporary Creek Diversion System Plan (TCDSP) must include:

1. Installation and removal process, including equipment and platforms for equipment and access locations.
2. Calculations showing the basis of the sizing of the cofferdams and any piping or other conveyance materials used in the TCDS, with the resulting analysis providing assurance that the work area to be protected by the TCDS will remain dry during the duration of the work.
3. Plans showing location(s) of diversion, including layouts, cross sections, and elevations.
4. Materials proposed for use, including Material Safety Data Sheet (MSDS) and pumping system, if used.
5. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the temporary creek diversion system.
6. Monitoring and reporting plan to ensure applicable water quality objectives are met.
7. Schedule of work, including BMP implementation.

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

1. Submit 3 copies of the TCDSAP and allow 5 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.
2. Change and resubmit the TCDSAP within 5 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete TCDSAP is resubmitted. Allow 5 days for the Engineer's second review.
3. If additional comments are provided by the Engineer, the TCDSAP must be revised and resubmitted within 5 days of the Engineer's second review.
4. When the Engineer approves the TCDSAP, submit an electronic file and 4 printed copies of the approved TCDSAP.

The Engineer will submit one copy of the approved TCDSAP to the RWQCB and one copy to the Department of Fish & Game (DFG) for their review and comment at least 30 days prior to installation. If the Engineer requests changes to the TCDSAP based on the agencies comments, the Contractor must amend the TCDSAP within 5 days. Submit 4 copies of the final TCDSAP upon notification of final approval.

MATERIALS

Gravel

Gravel must:

1. Be river run gravel obtained from a river or creek bed and have the gradation of 100% passing through 3/4 inch sieve and 0 percent passing through 3/8-inch sieve
2. Be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, thin, elongated or laminated pieces, disintegrated material, organic matter, or other deleterious substances
3. Be composed entirely of particles that have no more than one fractured face
4. Have a cleanliness value of at least 85, as determined by the Cleanliness Value Test Method for California Test No. 227

Impermeable Plastic Sheet

Impermeable plastic sheet must be:

1. Single ply, commercial quality, non-photodegradable polyethylene with a minimum thickness of 10 mils under ASTM D 5199
2. Free of holes, punctures, tears or other defects that compromise the impermeability of the material
3. Suitable for use as a impermeable membrane

Plastic Pipe

Plastic pipe must comply with Section 64-1.02, Type S, of the Standard Specifications, and:

1. Be clean, uncoated, in good condition free of rust, paint oil dirt, or other residues that could potentially contribute to water pollution
2. Be adequately supported for planned loads
3. Use watertight joints
4. Be made of a material or combination of materials that are suitable for clean water and which do not contain banned, hazardous or unlawful substances
5. Be smooth walled

At the option of the Contractor, an alternative pipe culvert may be used. Alternative pipe culverts must meet the requirements in Section 62, "Alternative Culverts" of the Standard Specifications. The alternative pipe culvert must be capable of sustaining the intended load and of discharging a quantity of water equivalent to the type and size of plastic pipe shown on the plans. Adequacy as to equivalent strength and capacity must be subject to approval, in writing, by the Engineer.

Gravel filled Bag Fabric

Gravel-filled bag fabric must be nonwoven polypropylene geotextile or comparable polymer material and must conform to the following requirements:

Specification	Requirements
Weight per unit area, ounces per square yard, minimum ASTM D 5261	8.0
Grab tensile strength (one inch grip), pounds, minimum ASTM D 4632*	200
Ultraviolet stability, percent tensile strength retained after 500 hours minimum ASTM D 4355, xenon arc lamp method	70

* or appropriate test method for specific polymer

Gravel filled bag fabric must be between 24 inches and 32 inches in length, and between 16 inches and 20 inches in width and filled with gravel. Yarn used for binding gravel bags must be as recommended by the manufacturer or bag supplier and must be of a contrasting color. The opening of gravel filled bag fabric must be secured to prevent gravel from escaping. Gravel filled bag fabric must be between 30 pounds and 50 pounds in weight.

CONSTRUCTION

Do not start temporary creek diversion system work until Temporary Creek Diversion System Plan is approved.

Do not use motorized vehicles and equipment within the creek for the construction of the temporary creek diversion system.

Installation must not be initiated if the 72-hour forecasts predict a 50% or greater chance of rain in the project area. The temporary creek diversion system must be within the temporary impact footprint allowed in the 401 impact maps within the "Storm Water Information Handout".

Use of the temporary creek diversion system is restricted to the time period from June 15 to October 15 and is restricted to the period defined in PLACs. If the work requires more than one restricted period, the temporary creek diversion system must be removed at the conclusion of the restricted period and repositioned during the following restricted period at the Contractor's expense.

The Contractor must prevent, at the Contractor's expense, any leakage in the temporary creek diversion system that may interfere with the work.

If during the progress of the work, it becomes necessary to reposition or relocate portions of the temporary creek diversion system, the work must be done at the Contractor's expense.

All joints between the edges of impermeable plastic sheeting must be lapped and joined with commercial quality waterproof tape with minimum 4-inch lapping at the edges. All joints between the plastic sheet and plastic pipe must be sealed with commercial quality waterproof tape.

Maintenance

Prevent leaks in the temporary creek diversion system.

Repair holes, rips and voids in the impermeable plastic membrane by taping. Replace impermeable plastic membrane when patches or repairs compromise the impermeability of the material.

Repair temporary creek diversion system within 24 hours after the damage occurs.

Prevent debris from entering the creek.

Remove and replace immediately gravel, gravel filled bag fabric, impermeable plastic membrane, or plastic pipes contaminated by construction activities.

Remove sediment deposits and debris from temporary creek diversion system as needed. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water.

Removal

When no longer required, remove and dispose of all components of temporary creek diversion system. Return the creek bed to the original condition.

Do not excavate the native creek material. Backfill ground disturbance, including holes and depressions caused by the installation and removal of the temporary creek diversion system with permeable material. Maintain the original line and grade of the creek bed.

Ground disturbance, including holes and depressions caused by the installation and removal of the temporary creek diversion system must be backfilled with gravel and repaired in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

PAYMENT

The contract lump sum price paid for temporary creek diversion system includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing, maintaining and removal of temporary creek diversion system, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for monitoring and reporting plan is included in the contract lump sum price paid for temporary creek diversion system monitoring and reporting, and no additional compensation will be allowed there for.

10-1.345 ROLLED EROSION CONTROL PRODUCT (NETTING)

GENERAL

Summary

This work includes installing rolled erosion control product (netting).

Definitions

Rolled erosion control product (RECP): A long-term degradable material manufactured or fabricated into rolls designed to reduce soil erosion and assist in the growth, establishment and protection of vegetation.

Open weave textile (OWT): A degradable RECP composed of processed natural yarns woven into a matrix, used to provide erosion control and vegetation establishment.

Submittals

Submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for:

1. Netting
2. Fastener

MATERIALS

Netting

Netting must comply with the following:

1. Netting must be a OWT RECP.
2. Netting Type: A
3. Machine-made mats provided in rolled strips.
4. Minimum thickness: 0.30 inch.
5. Minimum width: 72 inches.
6. U.V. Stability under ASTM D 4355 (500 hours exposure): 80%
7. Physical properties in Table A:

Table A

Type	Number Of Nets	Net Type	Matrix	Maximum "C" Factor ¹	Minimum Sheer Stress ²	Functional Longevity (months)	Minimum Tensile Strength ³
A ⁴	Single Net	Organic	100% Woven Coir (Coconut Fiber)	0.25	3	36	125
B ⁵	Single Net	Organic	100% Woven Coir (Coconut Fiber)	0.25	4.4	36	125
C ⁶	Single Net	Organic	100% Woven Coir (Coconut Fiber)	0.25	4.6	36	125

Notes:

¹ Universal Soil Loss Equation (USLE) C-Factor for a 1.5:1 (H:V) unvegetated slope.² lb/ft² under ASTM D 6460.³ lb/ft under ASTM D 5035.⁴ Average open area of 65%, with a tolerance of ± two percent. Minimum weight of 11.8 ounces per square yard under ASTM D 3776.⁵ Average open area of 48%, with a tolerance of ± two percent. Minimum weight of 20 ounces per square yard under ASTM D 3776.⁶ Average open area of 38%, with a tolerance of ± two percent. Minimum weight of 26 ounces per square yard under ASTM D 3776.**Fasteners**

Fasteners must be 11 gauge, 6-inch U-shaped staples with 6-inch legs, and 1-inch crown.

MEASUREMENT AND PAYMENT

The quantity of rolled erosion control product (netting) will be measured by the square foot as determined from actual slope measurements of the areas covered by the rolled erosion control product (netting) excluding overlaps.

The contract price paid per square foot for rolled erosion control product (netting) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in rolled erosion control product (netting), complete in place, including fasteners, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ENGINEERING SERVICES
 OFFICE ENGINEER
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*Flex your power!
 Be energy efficient!*

March 15, 2013

04-Sol-80-R24.8/R25.2
 04-0A0904
 Project ID 0400000133
 ACIM-080-2(364)E

Addendum No. 3

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN SOLANO COUNTY IN AND NEAR VACAVILLE FROM 0.2 MILE WEST OF ALAMO CREEK BRIDGE TO 0.2 MILE EAST OF ALAMO CREEK BRIDGE.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on Tuesday, March 26, 2013.

This addendum is being issued to revise the Project Plans, the Notice to Bidders and Special Provisions, provide a copy of the revision to the Information Handout and the Federal Minimum Wages with Modification Number 4 dated 03/08/2013.

Project Plan Sheet 10 is revised. A copy of the revised sheet is attached for substitution for the like-numbered sheet.

In the Special Provisions, Section 5-1.09, "SUPPLEMENTAL PROJECT INFORMATION," item 7 in the Supplemental Project Information Handout table is revised as follows:

Means	Description
Included in the Information Handout	7. Storm Water Information Package"

In the Special Provisions, Section 10-1.01, "ORDER OF WORK," the following paragraphs are added after the fifth paragraph.

"Concrete pouring equipment shall not occupy any area between the top of banks of Alamo Creek.

Drilling equipment for Abutments 1 and 4 shall not occupy any areas between the top of banks of Alamo Creek.

To support drilling equipment for Piers 2 and 3, a 12 by 12 foot work platform mat or 12 by 12 drain rock on top of filter fabric shall be installed on the Alamo Creek bed in areas shown on the Impact Map provided in the Non-Stormwater Information Package."

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March 15, 2013

04-Sol-80-R24.8/R25.2
04-0A0904
Project ID 0400000133
ACIM-080-2(364)E

To Bid book holders:

Attached is a copy of the Information Handout (Storm Water Information Handout).

Inquiries or questions in regard to this addendum must be communicated as a bidder inquiry and must be made as noted in the Notice to Bidders section of the Notice to Bidders and Special Provisions.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the Bid book.

Submit bids in the Bid book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This addendum, attachments and the modified wage rates are available for the Contractors' download on the Web site:

http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-0A0904

If you are not a Bid book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,



REBECCA D. HARNAGEL
Chief, Office of Plans, Specifications & Estimates
Office Engineer
Division of Engineering Services

Attachments

CORPORATE RESOLUTION

I, Michael M. Ghilotti, President/Treasurer of Ghilotti Bros., Inc., a corporation organized under the laws of the State of California, do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors of said corporation, duly and regularly adopted by the Board of Directors in conformance with applicable law and by-laws of said corporation on the 21st day of March 2012.

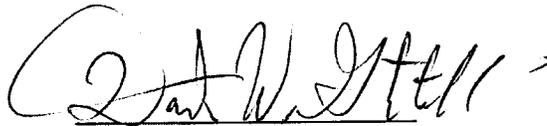
RESOLVED, that Thomas G. Barr is hereby authorized to sign all bid documents for Ghilotti Bros., Inc.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

IN WITNESS WHEREOF, we the Board of Directors set forth our names and affix the seal of said corporation, this 21st day of March 2012.



Michael M. Ghilotti
President/Treasurer



Dante W. Ghilotti
CEO/Secretary



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