



Oversight Board for Redevelopment Agency Successor Agency

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File #: 2016-01122

September 19, 2016

Discussion Item 02

Title: Reimbursement to Sacramento County of \$2 million for the Franklin Boulevard Street Improvement Project

Recommendation: Pass a Resolution approving reimbursement of \$2,000,000 to the County of Sacramento for the construction of the Franklin Boulevard Street Improvement Project.

Location: Franklin Boulevard Corridor

Contact: Leslie Fritzsche, RASA staff and Senior Project Manager, (916) 808-5450, City of Sacramento Economic Development Department; Kate Rose, Associate Planner, (916) 874-1192, County of Sacramento Department of Planning and Community Development

Presenter: Kate Rose, Associate Planner, (916) 874-1192, County of Sacramento Department of Planning and Community Development

Department: Department of Planning and Community Development, County of Sacramento

Attachments:

1-Description/Analysis

2- Memorandum of Agreement Regarding Provision of Services by the County of Sacramento [for the] Franklin Boulevard Street Improvements Project Construction

3- Board Letter for Allocation of Franklin Boulevard Redevelopment Funds for the Franklin Boulevard Street Improvement Project, Resolution No. 2011-0262 Adopted by the Sacramento County Board of Supervisors, and Resolution No. RA-0929 Adopted by the Redevelopment Agency Board of Directors

4-Resolution No. 2011-025 Adopted by the Redevelopment Agency of the City of Sacramento

5-Board letter for Contract No. 4161, "Franklin Blvd Streetscape Improvement Project", Award of Contract to Sierra Nevada Construction, Inc.; Environmental Document: Mitigated Negative Declaration (Control No. 04-PWE-0053)

6-Resolution

Description/Analysis

Issue Detail: The Franklin Boulevard Redevelopment Project Area was jointly created by the City of Sacramento (City) and the County of Sacramento (County) redevelopment agencies in 1993. In 2009, the City and County Redevelopment Agencies adopted the Implementation Plan for the Franklin Blvd Redevelopment Project Area which identified a strategy for the selection and implementation of future projects. The Franklin Boulevard Street Improvement Project (Project) was included in the Implementation Plan for the Franklin Blvd Redevelopment Project Area as well as the Franklin Boulevard Urban Design Master Plan (UDP).

On April 26, 2011, the County Board of Supervisors acting both for Sacramento County and for the Redevelopment Agency of the County of Sacramento, authorized execution of a Memorandum of Agreement (MOA) between these agencies to pay \$2,000,000 for construction of the Project (Attachment 1). Attachment 2 contains the staff report, the County Resolution # 2011- 0262, and the Redevelopment Agency Resolution # RA-0929. Attachment 3 contains the resolution adopted by the Redevelopment Agency of the City of Sacramento (Resolution # 2011-025) on April 26, 2011 authorizing the allocation of \$2,000,000 for construction of the Project.

In June 2011, the State Legislature approved, and the Governor signed, Assembly Bill (AB) X1 26, dissolving redevelopment agencies effective October 1, 2011 (Health and Safety Code (HSC), Section 34170, et seq). The League of California Cities and California Redevelopment Agencies Association filed suit challenging AB X1 26 and, on December 29, 2011, the California Supreme Court upheld the law. Subsequently, the dissolution date for redevelopment agencies was revised to January 31, 2012. HSC sections 34171 and 34178, enacted by AB 1X 26 (dissolution law), disallowed contracts between the city or county and redevelopment agency. However, SB 107 enacted on September 22, 2015 added a provision to HSC section 34191.4 to allow pledges of funds by a redevelopment agency to a city or county for an infrastructure project to be repaid as a loan if authorized by the oversight board and approved by the State Department of Finance (DOF).

The City of Sacramento Redevelopment Agency Successor Agency (RASA), which manages payments of enforceable obligations for the Franklin Boulevard Redevelopment Project Area, included payment to the County for construction of the Project in the July through December 2012 Recognized Obligation Payment Schedule (ROPS) III Form B, lines 172 -175 and the January through June ROPS 13-14B, lines 111-113. While the MOA had been executed in April 2011, the County did not enter into a contract with a third party for the construction of the Project until after June 2011, when the dissolution law became effective. Under the terms of the dissolution law at that time, the contract was not enforceable. Accordingly, the City RASA did not include funding for the Project within their July through December 2013 ROPS 13-14A (IV) or subsequent ROPS.

The County had planned to start construction of the Project in the fall of 2012. However, due to the dissolution law restriction on County and Agency contracts, implementation of the Project was delayed. The County sought other sources of funding for the Project and entered into a contract with Sierra Nevada Construction, Inc. on December 10, 2013. Attached is the County staff report approving the construction contract with Sierra Nevada Construction, Inc., as well as the contract in the amount of \$2,147,357 (Attachment 4). The Project construction took 19 months to complete and included 6 change orders, resulting in a total contract cost of \$2,535,345.05.

Policy Considerations: The proposed action is in keeping with Senate Bill 107 allowing for the reimbursement of a city or county for infrastructure costs for redevelopment projects where the city or county contracted with a third party for a legitimate redevelopment purpose.

Economic Impacts: Though there is no direct impact resulting from the action proposed in this report, the Franklin Boulevard Street Improvement Project was designed to enhance the functionality and desirability of the Franklin Boulevard Corridor, adding to its long term economic viability.

Environmental Considerations: The County of Sacramento prepared a Mitigated Negative Declaration (MND) in 2006 for the Project pursuant to the California Environmental Quality Act (CEQA). The Project was approved and the MND was adopted by the Sacramento County Board of Supervisors on February 14, 2006. A Notice of Determination was subsequently filed on February 17, 2006. Also, the Project was determined to be exempt under the National Environmental Policy Act (NEPA) on January 20, 2006. Construction of the Project has been completed. The proposed action to approve a loan for reimbursement is a fiscal activity that is exempt from environmental review under the CEQA Guidelines Section 15378(b)(4).

Sustainability: The Franklin Boulevard corridor is viewed as an infill area and its development will enhance the sustainability of the south area commercial corridor and adjacent neighborhood.

Commission/Committee Action: Not applicable

Rationale for Recommendation: Senate Bill 107 contained a provision allowing for reimbursement as a loan to a city or county for infrastructure costs in connection with a redevelopment project where the agency pledged funding for the project, the project was consistent with the redevelopment plan, the city or county contracted with a third party on behalf of the agency to construct the project, and the total reimbursement does not exceed \$5 million, provided that the oversight board makes a finding that the agreement was for a legitimate redevelopment purpose (HSC section 34191.4(b)(2)(C)). The repayment would be

treated as a loan and the dissolution law limits the amount of the payment that can be made annually and requires 20% of the payment be deposited into the Low and Moderate Income Housing fund of the successor housing entity. Pursuant to SB 107, the County is seeking reimbursement for construction of the Project to be placed on the next ROPS for FY2017/18, which is to be approved next January. With repayment of this debt, the County will be able to reprogram the funding for this Project.

Financial Considerations: This reimbursement of \$2,000,000 to the County of Sacramento will be included on the Recognized Obligation Payment Schedule for FY2017/18 as an enforceable obligation. SB 107 allows for 3% interest to be paid from the date of the Agency's funding commitment. A loan repayment schedule is not needed because the entire payment can be made during the FY2017-18 ROPS period.

Local Business Enterprise (LBE): Not applicable

**MEMORANDUM OF AGREEMENT
REGARDING PROVISION OF SERVICES BY THE COUNTY OF SACRAMENTO**

**Franklin Boulevard Street Improvements Project
(47th Avenue, North to County Line)
Construction**

RECITALS

A. The County of Sacramento ("County"), Sacramento Housing and Redevelopment Agency, the Redevelopment Agency of the County of Sacramento and the Housing Authority of the County of Sacramento entered into a Master Project Agreement on February 27, 2001

B. In accordance with the Master Project Agreement, the following selected "Agency" desires to have the County provide the services as set out in Section 3 below.

Selection marked by "X"	Agency
X	The Redevelopment Agency of the County of Sacramento
	The Housing Authority of the County of Sacramento
	Sacramento Housing and Redevelopment Agency

C. The Master Project Agreement authorizes the County Executive and Executive Director to enter into a Memoranda of Agreement for provision of County services to be paid for by funds allocated in the Agency's budget or in the County's Community Development Block Grant (CDBG) budget that is administered by the Agency.

D. The Agency shall use the following "Source of Funds" to pay for County's services":

Source of Funds	Franklin Boulevard 80% Tax Increment
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AGREEMENT

NOW THEREFORE, Agency and the County agree as follows:

1. The "Effective Date" of this Agreement is the following:

Effective Date:	
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2. "Attachments" for this Contract are the following, which are incorporated in this Contract as if included in full in the body of this document:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
Attachment 1	Intentionally Omitted
Attachment 2	County of Sacramento Labor Rates

3. The County shall provide the following services by its named departments or divisions ("County Department") on or before the stated completion dates:

Department/Division	Task	Completion Date	Compensation
County D.O.T.	<p><u>Construction Contract/Support and Engineering:</u> Tasks including but not limited to: traffic signal modifications, bike lanes, curb, gutter, detached sidewalks, street trees and planter areas, gateway monument, mid-block pedestrian crossing, landscaped medians, and full ADA compliance within the project area. Removal and replacement of fence on Campbell Soup Supply Company property and full ADA compliance</p> <p><u>Project Management</u></p> <ul style="list-style-type: none"> - Update project schedule as needed - Organize monthly meetings with SHRA to identify and discuss any changes to the scope of work. - Budget review including amounts expended per month and total budget - Identify issues and project challenges as well as changes to the scope of work and budget to SHRA as soon as they arise - Coordinate and facilitate communication with all stakeholders throughout the project including but not limited to SHRA, Campbell's Soup Company, property owners, and the North Franklin District Business Association. <p><u>Community Involvement</u></p> <ul style="list-style-type: none"> - Work with SHRA to get keep the residents and business owners informed on project progress (i.e. newsletter and/or existing community or business owner meetings) - Work with SHRA and identified Campbell Soup Supply Company Staff on selection of new fencing in front of the Campbell Soup facility, per County and Campbell's Agreement <p><u>Contract Bid/Award Process</u></p> <ul style="list-style-type: none"> - Prepare and submit the final set of plans, specifications and estimates (PS&E) to the Board of Supervisors for approval and authorization to advertise for bids. - Distribute the approved PS&E to all affected County/Agency departments, involved utility companies and prospective bidders - Prepare addendum to respond to bidders' questions regarding the project during the bidding process - Attend the bid opening, check the proposals for correctness and omissions, and prepare a bid summary sheet showing the Engineer's estimate and the results of all bids received - Prepare and submit a bid award letter to the Municipal Services Agency's administrator for approval of the low, responsive bidder. <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> - County project management staff will provide a detailed budget breakdown that will accompany and justify all County invoices that are submitted to SHRA for payment on project tasks listed in this agreement. - County project management staff will provide a hard and electronic copy of the following project related documents in a timely manner: <ul style="list-style-type: none"> • Construction documents and plans, specifications, and cost estimates • Public Outreach documents for review and approval before publication <p>Project related and required Noticing that is done by the County</p>	12/31/13	\$2,000,000

4. Agency shall pay County the forgoing compensation for the respective services. In any event, Agency shall pay not more than the following amount as the total compensation for all services rendered by County under this Agreement:

Total compensation for all services:	Funding Source
\$2,000,000	Franklin Boulevard 80% Tax Increment

5. The respective parties shall also fulfill the following special provisions:

Special Provisions

6. The County shall comply with all laws, rules and regulations applicable to the services rendered and the use of the funds from the Funding Source.

7. The County Department shall submit monthly status reports on the services funded by Agency that shall include the name and telephone number of the County Department's contact person.

8. This Agreement may only be amended in writing, duly executed by the County and the Agency.

9. Neither Agency, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by County under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify, defend and hold Agency harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority or jurisdiction delegated to County under this Agreement.

10. Neither County, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Agency under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Agency shall fully indemnify, defend and hold County harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by Agency under or in connection with any work, authority or jurisdiction delegated to Agency under this Agreement.

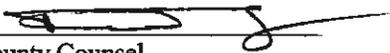
11. This Agreement may be terminated by either party upon written notice to the other party, effective thirty (30) days following receipt of such notice by the other party. In any event, this Agreement shall terminate upon the expiration of upon completion of all obligations of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

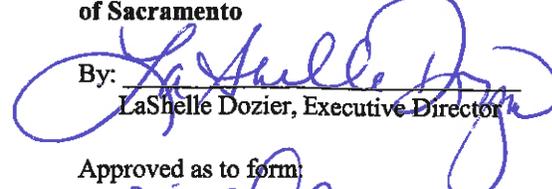
COUNTY OF SACRAMENTO

By: 
Steven C. Szalay, Interim County Executive

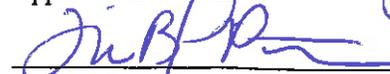
Approved as to form:


County Counsel

AGENCY: Redevelopment Agency of the County of Sacramento

By: 
LaShelle Dozier, Executive Director

Approved as to form:


Agency Counsel

Revised 1/10

**MUNICIPAL SERVICES AGENCY
LABOR RATES
FISCAL YEAR 2010-2011**

Replaces: October 1, 2010
Effective: February 1, 2011

Fund	033A	Cost Center	2302310000	CMID-CONST INSP
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Class Code	Class Title	Factored Hourly	Indirect	Admin + Overhead	Total	Expedited Hourly
27539	Account Clerk Lv 2	\$35.43	\$29.00	\$9.00	\$73.43	\$83.32
27603	Admin Svcs Officer 1	\$56.91	\$29.00	\$9.00	\$94.91	\$110.63
27610	Accounting Technician	\$45.77	\$29.00	\$9.00	\$83.77	\$96.01
27632	Building Inspector 2 Rng A	\$58.65	\$29.00	\$9.00	\$96.65	\$114.59
27633	Building Inspector 2 Rng B	\$73.94	\$29.00	\$9.00	\$111.94	\$131.91
27635	Supv Building Inspector	\$78.04	\$29.00	\$9.00	\$116.04	
27706	Assoc Civil Engineer	\$82.55	\$29.00	\$9.00	\$120.55	\$143.23
27709	Sr Civil Engineer	\$94.41	\$29.00	\$9.00	\$132.41	
27711	Assistant Engineer - Civil Lv 2	\$75.19	\$29.00	\$9.00	\$113.19	\$133.67
27725	Construction Inspector	\$65.41	\$29.00	\$9.00	\$103.41	\$120.62
27727	Sr Construction Inspector	\$76.06	\$29.00	\$9.00	\$114.06	\$133.43
27917	Asst Electrical Engineer Lv 2	\$68.73	\$29.00	\$9.00	\$106.73	\$127.21
27958	Sr Engineering Technician	\$56.21	\$29.00	\$9.00	\$94.21	\$109.55
27959	Supv Engineering Technician	\$73.14	\$29.00	\$9.00	\$111.14	\$132.02
27961	Engineering Technician Lv 2	\$47.39	\$29.00	\$9.00	\$85.39	\$98.64
28203	Sr Office Assistant	\$33.44	\$29.00	\$9.00	\$71.44	\$80.85
28206	Office Assistant Lv 2	\$30.07	\$29.00	\$9.00	\$68.07	\$76.37
28238	Principal Civil Engineer	\$101.50	\$29.00	\$9.00	\$139.50	
28239	Principal Construction Inspector	\$81.07	\$29.00	\$9.00	\$119.07	
28245	Principal Engineering Technician	\$65.92	\$29.00	\$9.00	\$103.92	\$122.90
29237	Construction Management Specialist	\$61.58	\$29.00	\$9.00	\$99.58	\$117.53
29311	Construction Inspection Supervisor	\$77.68	\$29.00	\$9.00	\$115.68	

Fund	033A	Cost Center	2302330000	CMID-MAT TEST LAB
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Class Code	Class Title	Factored Hourly	Indirect	Admin + Overhead	Total	Expedited Hourly
27632	Building Inspector 2 Rng A	\$77.04	\$18.00	\$7.00	\$102.04	\$121.82
27725	Construction Inspector	\$72.04	\$18.00	\$7.00	\$97.04	\$114.37
27727	Sr Construction Inspector	\$82.87	\$18.00	\$7.00	\$107.87	\$127.05
28239	Principal Construction Inspector	\$83.10	\$18.00	\$7.00	\$108.10	

Fund	033A	Cost Center	2452454000	DSSD - SURVEYS DIR
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Class Code	Class Title	Factored Hourly	Indirect	Admin + Overhead	Total	Expedited Hourly
27603	Admin Svcs Officer 1	\$50.89	\$51.00	\$10.00	\$111.89	
28103	Assoc Land Surveyor	\$82.56	\$51.00	\$10.00	\$143.56	\$168.03
28390	Survey Party Chief	\$66.59	\$51.00	\$10.00	\$127.59	\$145.33
28467	Survey Technician Lv 2	\$45.24	\$51.00	\$10.00	\$106.24	\$118.98
29028	Asst Land Surveyor	\$66.44	\$51.00	\$10.00	\$127.44	\$146.55
29281	Principal Land Surveyor	\$97.47	\$51.00	\$10.00	\$158.47	

Fund	033A	Cost Center	2602611000	TD TRANSPORT. PLAN
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Class Code	Class Title	Factored Hourly	Indirect	Admin + Overhead	Total
27539	Account Clerk Lv 2	\$31.41	\$34.00	\$12.00	\$77.41
27604	Admin Svcs Officer 2	\$69.80	\$34.00	\$12.00	\$115.80
27610	Accounting Technician	\$41.24	\$34.00	\$12.00	\$87.24
27706	Assoc Civil Engineer	\$84.19	\$34.00	\$12.00	\$130.19
27709	Sr Civil Engineer	\$93.98	\$34.00	\$12.00	\$139.98
27710	Assistant Engineer - Civil Lv 1	\$47.41	\$34.00	\$12.00	\$93.41
27711	Assistant Engineer - Civil Lv 2	\$67.96	\$34.00	\$12.00	\$113.96
27958	Sr Engineering Technician	\$54.00	\$34.00	\$12.00	\$100.00
27961	Engineering Technician Lv 2	\$44.22	\$34.00	\$12.00	\$90.22
28086	Assoc Landscape Architect	\$85.36	\$34.00	\$12.00	\$131.36
28088	Sr Landscape Architect	\$90.83	\$34.00	\$12.00	\$136.83
28203	Sr Office Assistant	\$32.63	\$34.00	\$12.00	\$78.63
28215	Office Specialist Lv 2	\$36.02	\$34.00	\$12.00	\$82.02
28238	Principal Civil Engineer	\$100.56	\$34.00	\$12.00	\$146.56
28245	Principal Engineering Technician	\$67.57	\$34.00	\$12.00	\$113.57
28914	Asst Landscape Architect Lv 2	\$60.24	\$34.00	\$12.00	\$106.24
28948	Chief Transportation Division--Engr&Plan	\$112.05	\$34.00	\$12.00	\$158.05
29276	Assoc Transportation Engineer	\$83.20	\$34.00	\$12.00	\$129.20
29277	Sr Transportation Engineer	\$85.97	\$34.00	\$12.00	\$131.97

REAL ESTATE LABOR RATE

Fiscal Year	Final 09-10	10-11	Eff 9/1 Adj 10/11
Real Estate Operations 7937931			
Class #	Classification Title		
27539	\$ 91.34	\$ 93.36	\$ 77.53
27610	\$ 99.93	\$ 102.63	\$ 86.80
27604	\$ 118.05	\$ 127.03	\$ 111.20
29322	\$ 94.25	\$ 98.04	\$ 82.21
28325	\$ 117.15	\$ 121.73	\$ 105.90
28330	\$ 135.06	\$ 144.53	\$ 128.70
27774	\$ 145.69	\$ 158.17	\$ 142.34

AGENDA ITEM CONTINUATION
MEMO

MEETING DATE: **APRIL 12, 2011**

TITLE: **ALLOCATION OF FRANKLIN
BOULEVARD REDEVELOPMENT FUNDS
FOR THE FRANKLIN BOULEVARD
STREET IMPROVEMENT PROJECT**

DEPARTMENT: **SACRAMENTO HOUSING AND
REDEVELOPMENT AGENCY**

BOARD ACTION: **CONTINUED TO APRIL 26, 2011**

COUNTY OF SACRAMENTO
CALIFORNIA

For the Agenda of:
April 12, 2011

To: Board of Supervisors and Redevelopment Agency of the County of Sacramento
From: Sacramento Housing and Redevelopment Agency
Subject: Allocation Of Franklin Boulevard Redevelopment Funds For The Franklin Boulevard Street Improvement Project
Supervisorial District: Yee
Contact: Chris Pahule, Assistant Director, Community Development, 440-1350

Overview

This report recommends allocating \$2 million in Franklin Boulevard Development Redevelopment funds to the Franklin Boulevard Street Improvement Project from 47th Avenue north to the County line. The project includes roadway and landscape improvements as part of an overall effort to revitalize the commercial corridor with enhanced amenities that will eliminate blight, improve the image of the area, improve inadequate infrastructure, and increase safety for pedestrians and vehicles traveling on Franklin Boulevard.

Recommendations to the Redevelopment Agency

Adopt the attached resolution that:

1. Approves the project and environmental findings;
2. Finds that the project is consistent with the goals and objectives of the Redevelopment Agency of the County of Sacramento;
3. Confirms that no County funds are available to fund the construction of the Franklin Boulevard Street Improvement Project on Franklin Boulevard.
4. Authorizes the Executive Director, or her designee, to amend the Agency budget to transfer \$2 million from Franklin Boulevard Development Assistance Tax Increment to the Franklin Boulevard Street Improvement Project.
5. Authorizes the Executive Director, or her designee, to execute a Memorandum of Agreement (MOA) with the County of Sacramento to transfer \$2 million for the Franklin Boulevard Street Improvement Project for the construction of improvements on Franklin Boulevard from 47th Avenue north to the County line, all of which is located in the Redevelopment Project Area.

Recommendations to the Board

Adopt the attached resolution that:

1. Approves the project and environmental findings;
2. Finds that the project is consistent with the goals and objectives of the County of Sacramento;
3. Confirms that no County funds are available to fund the construction of streetscape improvements on Franklin Boulevard from 47th Avenue north to the County line
4. Authorizes the Interim County Executive, or his designee, to enter into a Memorandum of Agreement (MOA) with the Redevelopment Agency of the County of Sacramento to accept \$2 million in funding to construct improvements on Franklin Boulevard from 47th Avenue north to the County line.

5. Authorizes the Interim County Executive, or his designee to take all actions and execute such instruments as may be necessary to implement the MOA.
6. Amends the Fiscal Year 2010/2011 County Capital Improvement Program appropriating \$2 million of Franklin Boulevard Development Assistance Tax Increment for the construction of Franklin Boulevard street improvements from 47th Avenue north to the County line.

Measures/Evaluation

The Franklin Boulevard Redevelopment Plan Area Implementation Plan (2009-2014) and Urban Design Master Plan (2001) guide the development of street improvement projects on Franklin Boulevard. The allocation of funding for this project will eliminate blight, improve aesthetics, improve inadequate infrastructure, increase public safety, and spur private investment on the corridor.

Fiscal Impact

Total project construction costs are estimated to be \$4 million. This report recommends the transfer of \$2 million in Development Assistance Franklin Boulevard Tax Increment funds to construct the project. It is anticipated that remaining funds may be available from Proposition 1B.

BACKGROUND

The Franklin Boulevard Redevelopment Project Area was jointly created by the City and County of Sacramento in 1993. In 2001, to develop a plan for future investment to reposition the commercial corridor, the City and County adopted the Franklin Boulevard Urban Design Master Plan (UDP). The UDP identified specific infrastructure needs and recommendations for future projects. Since then, the Redevelopment Agency (Agency) has invested over \$2.5 million in street improvements, leveraging approximately \$5 million for these improvements. The first phase of street improvements was constructed in 2008 and facilitates improved vehicle/pedestrian safety and provides enhanced improvements on Franklin Boulevard from 47th Avenue, to Turnbridge Road. The second phase recommend in this report, Franklin Boulevard Street Improvement Project (Project) is located from 47th Avenue, north to the County line, the Agency allocated \$1.02 million to complete the design, environmental and right of way acquisition. The project is scheduled to be bid in December 2011.

DISCUSSION

Approval of this report will provide necessary construction funding for roadway and landscape improvements as part of an overall effort to revitalize the commercial corridor with enhanced amenities that will eliminate blight, improve the image of the area, improve inadequate infrastructure, and increase safety for pedestrians and vehicles traveling on Franklin Boulevard and provide a continuation of the street improvements that have already been completed on Franklin Boulevard in the County. The funding will contribute to approximately ½ mile of street improvements that include a raised landscaped median, curb, gutter, separated sidewalk with a landscape buffer, pedestrian crossings, modification of the traffic signal, and gateway monument at Franklin Boulevard and 47th Avenue. The County is currently in negotiations with the

Campbell Soup Supply Company for a donation of over 27,000 square feet of their property for an significant expansion of the public right of way needed for the improvements. Part of the improvements will be the removal of over 2,500 linear feet of chain link fence in front of the Campbell Soup Supply Company to be replaced with decorative wrought iron fencing. It is anticipated that the remaining funds necessary for project construction may be available from Proposition 1B.

PAC/RAC ACTION:

Agency and the County Department of Transportation (DOT) staff have worked with businesses, property owners, and nearby residents in the "Avenues" to design a project that provides enhanced improvements, access for the businesses and safety for the residents. Community input was received through an interactive workshop, a presentation at the "Avenue's" Resident's monthly meeting, a presentation to the North Franklin District Business Association, on going meetings with leaders at the Campbell Soup Supply Company, and a door to door walk of the remaining businesses in the project area. All feedback on this proposed project was positive.

COMMISSION ACTION

At its meeting of April 6, 2011 it is anticipated that the Sacramento Housing and Redevelopment Commission will approve the staff recommendation for this item. Staff will notify the Board in the event this does not occur.

MEASURES/EVALUATIONS

The Franklin Boulevard Redevelopment Area Implementation Plan (2009-2014) and Urban Design Master Plan (2001) guide the development of streetscape projects on Franklin Boulevard. The allocation of funding for this project will eliminate blight, improve aesthetics, improve inadequate infrastructure, increase public safety, and spur private investment on the corridor.

FINANCIAL ANALYSIS

This report recommends a transfer of \$2 million of Franklin Boulevard Development Assistance Tax Increment funds for this project for construction of Franklin Boulevard street improvements as designed by the County Department of Transportation.

POLICY CONSIDERATIONS

The action recommended in this report is consistent with the goals listed in the Franklin Boulevard Redevelopment Plan, the Implementation Plan (2009-2014) and the Franklin Boulevard Urban Design Master Plan (2001). Franklin Street Improvements project is also listed in County Department of Transportation's 2010 Transportation Improvement and Program Guide (TIPG) and qualifies under the Corridor Enhancement's in the Capital Improvement Project section of the guide. The primary goal of corridor enhancement projects is to develop a "Complete Street" that improves safety and access for all modes of travel and enhances aesthetics in the corridor, rather than expanding vehicular capacity. Corridor enhancement

projects included in the TIPG also supports economic revitalization efforts within aging commercial corridors.

ENVIRONMENTAL REVIEW

The County of Sacramento prepared a Mitigated Negative Declaration (MND) in 2006 for the "Franklin Boulevard Landscape and Streetscape Project" (Franklin Boulevard Project) in accordance with the California Environmental Quality Act (CEQA). The Franklin Boulevard Project was approved, and the MND was adopted by the Sacramento County Board of Supervisors on February 14, 2006. A Notice of Determination was subsequently filed on February 17, 2006. The actions proposed herein are in furtherance of the previously approved Franklin Boulevard Project. The MND was reviewed and the environmental effects were considered pursuant to CEQA Guidelines Section 15096(f). Because there is neither any new information of substantial importance nor any substantial changes with respect to the circumstances under which the project will be undertaken that would require preparation of supplemental environmental documentation, the recommended actions do not require further environmental review pursuant to CEQA Guidelines Section 15162 or 15163. There is no federal funding associate with the actions; therefore, the National Environmental Policy Act (NEPA) does not apply.

M/WBE CONSIDERATIONS

The activities recommended in this staff report do not involve federal funding; therefore, there are no M/WBE requirements.

Respectfully submitted,

APPROVED

LA SHELLIE DOZIER
Executive Director
Sacramento Housing and Redevelopment Agency

STEVEN C. SZALAY
Interim County Executive

Attachments:
RES – County BOS Resolution
RES – RACOS Resolution
ATT I – Location Map

RESOLUTION NO. RA-0929

**ADOPTED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF
SACRAMENTO**

ON DATE OF
4/26/11

**ALLOCATION OF FRANKLIN BOULEVARD TAX INCREMENT FUNDS FOR
FRANKLIN BOULEVARD STREET IMPROVEMENTS
FROM 47TH AVENUE, NORTH TO THE COUNTY LINE; AUTHORIZATION TO
EXECUTE MEMORANDUM OF AGREEMENT; RELATED FINDINGS**

WHEREAS, Franklin Boulevard is a joint City and County redevelopment area; and

WHEREAS, the Redevelopment Agencies of the County and City adopted the Franklin Boulevard Redevelopment Plan, Implementation Plan (2009-2014) and the Urban Design Master Plan (2001) to guide development on the Boulevard, to eliminate blight and revitalize Franklin Boulevard; and

WHEREAS, the public infrastructure goals were adopted in the Implementation Plan (2009 to 2014) by the Redevelopment Agency; and

WHEREAS, the Implementation Plan calls for the elimination and prevention of the spread of blight by the installation and replacement of inadequate public infrastructure and enhanced improvements; and

WHEREAS, the County has already completed street improvements from 47th Avenue, south to Turnbridge Road; and

WHEREAS, the County is focusing on street improvements on Franklin Boulevard, from 47th Avenue, north to the County line; and

WHEREAS, \$1.02 million of Franklin Boulevard Tax Increment has already been allocated for the project design and related actions; and

WHEREAS, an additional \$2 million is needed to fund full construction of this phase of streetscape improvements in the County; and

WHEREAS, the County of Sacramento prepared a Mitigated Negative Declaration (MND) in 2006 for the "Franklin Boulevard Landscape and Streetscape Project" (Franklin Boulevard Project) in accordance with the California Environmental Quality Act (CEQA). The Franklin Boulevard Project was approved, and the MND was adopted by the Sacramento County Board of Supervisors on February 14, 2006. A Notice of Determination was subsequently filed on February 17, 2006. The actions proposed herein are in furtherance of the previously approved Franklin Boulevard Project. The MND was reviewed and the environmental effects were

considered pursuant to CEQA Guidelines Section 15096(f). Because there is neither any new information of substantial importance nor any substantial changes with respect to the circumstances under which the project will be undertaken that would require preparation of supplemental environmental documentation, the recommended actions do not require further environmental review pursuant to CEQA Guidelines Section 15162 or 15163. There is no federal funding associated with the actions; therefore, the National Environmental Policy Act (NEPA) does not apply.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO

Section 1. All of the evidence presented having been duly considered, the findings, including environmental findings as listed above, are approved.

Section 2. In accordance with California Redevelopment Law Section 33445, the Agency finds and determines that:

- (a) The proposed project allocating \$2 million for construction of improvements will benefit the project area by improving inadequate infrastructure through construction of street improvements.
- (b) No other reasonable means of financing the Project is available to the community.
- (c) The proposed action to construct improvements on Franklin Boulevard is consistent with the Franklin Boulevard Implementation Plan and will assist in eliminating blighting conditions that include inadequate and undersized infrastructure within the Project Area and providing enhanced improvements.

Section 3. The Executive Director, or her designee, is authorized to amend the Agency budget to transfer \$2 million from Franklin Boulevard Development Assistance tax increment funds to fund the construction of street improvements on Franklin Boulevard from 47th Avenue, north to the County line, which is located within the Redevelopment Project Area.

Section 4. The Executive Director, or her designee, is authorized to execute a Memorandum of Agreement (MOA) with the County of Sacramento to transfer \$2 million to complete the street improvements on Franklin Boulevard from 47th Avenue, north to the County line. Improvements may include raised landscaped median, curb, gutter, separated sidewalk with a landscape buffer, pedestrian crossings, modification of the traffic signal gateway monument; replacement of over 2,500 linear feet of chain link fence with a wrought iron fence; and improvements to achieve ADA compliance.

On a motion by Member Serna, seconded by Member Nottoli, the foregoing Resolution was passed and adopted by the Redevelopment Agency of the County of Sacramento, State of California this 12th day of April, 2011, by the following vote, to wit:

AYES:	Members,	Nottoli, Peters, Serna, Yee, MacGlashan
NOES:	Members,	None
ABSENT:	Members,	None
ABSTAIN:	Members,	None

Roberta MacGlashan

Chair of the Redevelopment Agency
of Sacramento County, California



In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on 4/26/11

Vilodius
Deputy Clerk, Board of Supervisors

FILED
BOARD OF SUPERVISORS

APR 26 2011

BY

Cyndi Lee
CLERK OF THE BOARD

ATTEST:

Cyndi Lee
CLERK

RESOLUTION NO. 2011-0262

**ALLOCATION OF FRANKLIN BOULEVARD TAX INCREMENT FUNDS FOR
FRANKLIN BOULEVARD STREET IMPROVEMENTS
FROM 47TH AVENUE, NORTH TO THE COUNTY LINE; AUTHORIZATION TO
ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE REDEVELOPMENT
AGENCY OF THE COUNTY OF SACRAMENTO; RELATED FINDINGS**

WHEREAS, Franklin Boulevard is a joint City and County redevelopment area; and

WHEREAS, Redevelopment Agencies of the County and City adopted the Franklin Boulevard Redevelopment Plan, Implementation Plan (2009-2014) and the Urban Design Master Plan (2001) to guide revitalization on the Boulevard; and

WHEREAS, the public infrastructure goals were adopted in the Implementation Plan (2009-2014) by the Redevelopment Agency; and

WHEREAS, the Implementation Plan calls for the elimination and prevention of the spread of blight by the installation and replacement of inadequate public infrastructure and enhanced improvements; and

WHEREAS, the County has already completed street improvements from 47th Avenue, south to Turnbridge Road; and

WHEREAS, the County is focusing on street improvements on Franklin Boulevard, from 47th Avenue, north to the County line; and

WHEREAS, \$1.02 million of Franklin Boulevard Tax Increment has already been allocated for the project design and related actions; and

WHEREAS, an additional \$2 million is needed for the construction of this phase of streetscape improvements in the County; and

WHEREAS, the Board of Supervisors has determined that no alternative funding sources are available for the construction funding of these improvements.

WHEREAS, the County of Sacramento prepared a Mitigated Negative Declaration (MND) in 2006 for the "Franklin Boulevard Landscape and Streetscape Project" (Franklin Boulevard Project) in accordance with the California Environmental Quality Act (CEQA). The Franklin Boulevard Project was approved, and the MND was adopted by the Sacramento County Board of Supervisors on February 14, 2006. A Notice of Determination was subsequently filed on February 17, 2006. The actions proposed herein are in furtherance of the previously approved Franklin Boulevard Project. The MND was reviewed and the environmental effects were considered pursuant to CEQA Guidelines Section 15096(f). Because there is neither any new information of substantial importance nor any substantial changes with respect to the

circumstances under which the project will be undertaken that would require preparation of supplemental environmental documentation, the recommended actions do not require further environmental review pursuant to CEQA Guidelines Section 15162 or 15163. There is no federal funding associated with the actions; therefore, the National Environmental Policy Act (NEPA) does not apply.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO

Section 1. All of the evidence presented having been duly considered, the findings, including environmental findings as stated above, are approved.

Section 2. In accordance with California Redevelopment Law Section 33445, the Board finds and determines that:

- (a) The proposed project allocating \$2 million for construction of improvements will benefit the project area by providing enhanced improvements in addition to improving inadequate infrastructure through construction of street improvements.
- (b) No other reasonable means of financing the Project is available to the community.
- (c) The proposed action to construct improvements on Franklin Boulevard is consistent with the Franklin Boulevard Implementation Plan and will assist in eliminating blighting conditions that include inadequate and undersized infrastructure within the Project Area and providing enhanced improvements.

Section 3. The Interim County Executive, or his designee, is authorized to enter into a Memorandum of Agreement (MOA) with the Redevelopment Agency of the County of Sacramento to accept \$2 million in Agency funding, to construct improvements on Franklin Boulevard from 47th Avenue, north to the County line, which is located within the Redevelopment Project Area.

Section 4. The Interim County Executive, or his designee, is authorized to take all actions and execute such instruments as may be necessary to implement the MOA. Improvements may include raised landscaped median, curb, gutter, separated sidewalk with a landscape buffer, pedestrian crossings, modification of the traffic signal gateway monument; replacement of over 2,500 linear feet of chain link fence with a wrought iron fence; and improvements to achieve full ADA compliance.

Section 5. The Fiscal Year 2010/2011 Capital Improvement Program is amended by appropriating \$2 million of Franklin Boulevard Development Assistance tax increment for the construction of street improvements on Franklin Boulevard.

On a motion by Supervisor Serna, seconded by Supervisor Nottoli, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California this 12th day of April, 2011, by the following vote, to wit:

AYES: Supervisors, Nottoli, Peters, Serna, Yee, MacGlashan

NOES: Supervisors, None

ABSENT: Supervisors, None

ABSTAIN: Supervisors, None

Roberta MacGlashan

Chair of the Board of Supervisors
of Sacramento County, California



In accordance with Section 25103 of the Government Code, the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County Sacramento on 4/26/11

V. Barber
Deputy Clerk, Board of Supervisors

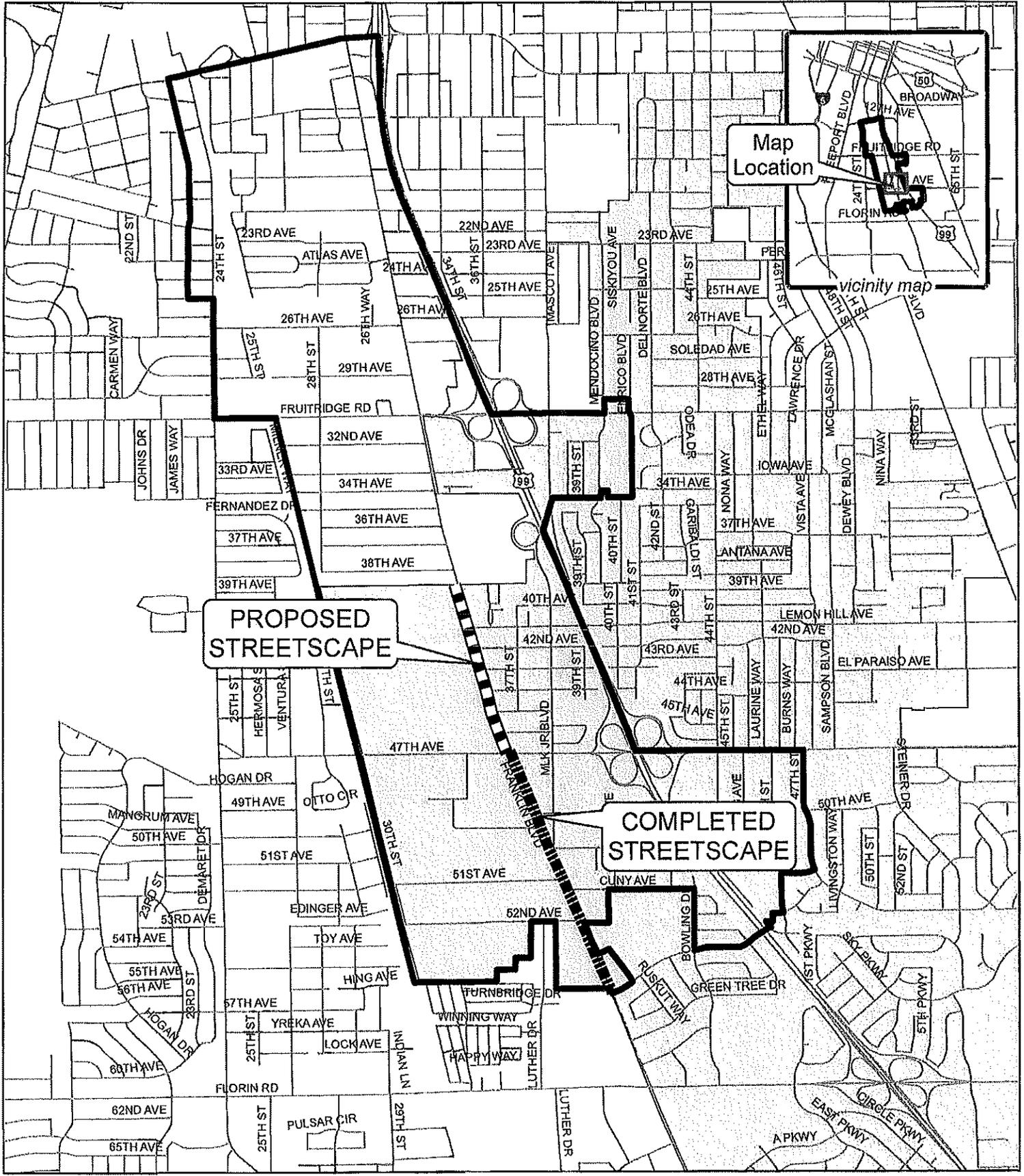
FILED
BOARD OF SUPERVISORS

APR 26 2011
BY *Cyndi Lee*
CLERK OF THE BOARD

ATTEST: *Cyndi Lee*
Clerk, Board of Supervisors



Franklin Boulevard Streetscape Improvements - County 47th Avenue North to County Line



Map Location

vicinity map

PROPOSED STREETScape

COMPLETED STREETScape

- Franklin Blvd Redevelopment Area
- Completed Streetscape
- Proposed Streetscape
- Sacramento County

0 1,050 2,100 Feet



SHRA GIS
February 22, 2011

RESOLUTION NO. 2011-025

Adopted by the Redevelopment Agency
of the City of Sacramento

April 26, 2011

ALLOCATION OF FRANKLIN BOULEVARD TAX INCREMENT FUNDS FOR FRANKLIN BOULEVARD STREET IMPROVEMENTS FROM 47TH AVENUE, NORTH TO THE COUNTY LINE; RELATED FINDINGS

BACKGROUND

- A. Franklin Boulevard is a joint City and County redevelopment area.
- B. The Redevelopment Agencies of the City and County adopted the Franklin Boulevard Implementation Plan and the Urban Design Master Plan to guide development on the Boulevard, to eliminate blight and revitalize Franklin Boulevard.
- C. The Franklin Boulevard Redevelopment Plan calls for the elimination and prevention of blight by the installation and replacement of inadequate public infrastructure and enhanced improvements.
- D. The project will provide street improvements on Franklin Boulevard from 47th Avenue, north to the County line. Improvements may include raised landscaped median, curb, gutter, separated sidewalk with a landscape buffer, pedestrian crossings, modification of the traffic signal gateway monument and removal of over 2,500 linear feet of chain link fence to be replaced with a wrought iron fence and full ADA compliance.
- E. Public infrastructure goals were adopted in the Franklin Boulevard Implementation Plan (2009 – 2014) by the Redevelopment Agency.
- F. \$1.02 million of Franklin Boulevard Tax Increment has already been allocated for the project design related actions.
- G. An additional \$2 million is needed for the construction of this phase of street improvements in the County.
- H. The County of Sacramento prepared a Mitigated Negative Declaration (MND) in 2006 for the “Franklin Boulevard Landscape and Streetscape Project” (Franklin Boulevard Project) in accordance with the California Environmental Quality Act (CEQA). The Franklin Boulevard Project was approved, and the MND was adopted by the Sacramento County Board of Supervisors on February 14, 2006. A Notice of Determination was subsequently filed on February 17, 2006. The actions proposed herein are in furtherance of the previously approved Franklin Boulevard Project. The MND was reviewed and the environmental effects were considered pursuant to CEQA Guidelines Section 15096(f). Because there is neither any new information of substantial importance nor any substantial changes with respect to the circumstances

under which the project will be undertaken that would require preparation of supplemental environmental documentation, the recommended actions do not require further environmental review pursuant to CEQA Guidelines Section 15162 or 15163. There is no federal funding associated with the actions; therefore, the National Environmental Policy Act (NEPA) does not apply.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE REDEVELOPMENT AGENCY OF THE CITY RESOLVES AS FOLLOWS:

- Section 1. All of the evidence presented having been duly considered, the findings, including environmental findings as listed above, are approved.
- Section 2. In accordance with California Redevelopment Law Section 33445, the Redevelopment Agency of the City finds and determines that:
- (a) The Project will benefit the project area by improving inadequate infrastructure through construction of street improvements.
 - (b) No other reasonable means of financing the Project is available to the community.
 - (c) The proposed action to construct improvements on Franklin Boulevard from 47th Avenue, north to the County line is consistent with the Franklin Boulevard Implementation Plan (2009-2014) and will assist in eliminating blighting conditions that include inadequate and undersized infrastructure within the Project Area and providing enhanced improvements.

Adopted by the Redevelopment Agency of the City of Sacramento on April 26, 2011 by the following vote:

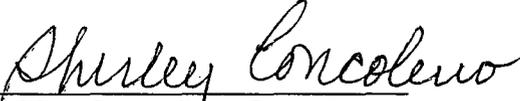
Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy and Mayor Johnson.

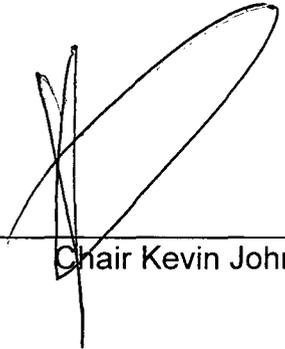
Noes: None.

Abstain: None.

Absent: None.

Attest:


Shirley Concolino, Secretary


Chair Kevin Johnson

COUNTY OF SACRAMENTO
CALIFORNIA

51

For the Agenda of:
December 10, 2013

APPROVED
BOARD OF SUPERVISORS

To: Board of Supervisors
From: Department of Transportation

DEC 10 2013
By *Cynde Lee*
Clerk of the Board

Subject: Contract No. 4161, "Franklin Blvd Streetscape Improvement Project", Award Of Contract To Sierra Nevada Construction, Inc.; Environmental Document: Mitigated Negative Declaration (Control No. 04-PWE-0053)

Supervisorial
District: Yee

Contact: John Jaeger, Senior Civil Engineer, 874-7507

Overview

The work to be performed under this contract includes construction of curb, gutter, and sidewalks with accessible ramps, landscaped medians, street lighting, bicycle lanes, enhanced pedestrian street crossings, modification of the traffic signal at Franklin Boulevard and 47th Avenue, and various drainage modifications.

Recommendations

1. Accept the responsive bid received from the lowest bidder in the amount of \$2,147,357 and approve the award of this contract to Sierra Nevada Construction, Inc.
2. Authorize the execution of the contract by the Director of Sacramento County Department of Transportation (SacDOT) in accordance with Board Resolution No. 99-0327.

Measures/Evaluation

The estimated construction cost for the project is \$2,360,000. Sierra Nevada Construction, Inc.'s (SNC) bid in the amount of \$2,147,357 was the lowest bid received and is \$212,643 (9 percent) under the estimated contract cost.

Fiscal Impact

The project is financed from Federal Transportation funds provided by the Sacramento Area Council of Governments (SACOG) Community Design Program and from Community Development Block Grant (CDBG) funds by the Sacramento Housing and Redevelopment Agency (SHRA). The amount is included in the Fiscal Year 2013-14 Adopted Budget for the Department of Transportation (SacDOT). There will be no impact to the County General Fund.

BACKGROUND

On February 14, 2006, the Board found the Initial Study/Mitigated Negative Declaration for the Franklin Streetscape Improvement project adequate and complete and directed staff to complete the plans and specifications and acquire the necessary rights-of-way. In 2008, construction of the first phase of improvements, between Turnbridge Drive and 47th Avenue, was completed using Federal Transportation Enhancement Activities funding and CDBG funds.

On August 13, 2013, the Board approved the project plans and specifications of the second phase of streetscape and landscape enhancements along Franklin Boulevard from 400 feet south of 47th Avenue north to the City limits, and authorized SacDOT to advertise the project. The bids were received on November 7, 2013.

DISCUSSION

The following bids were received:

<u>Bidder</u>	<u>City</u>	<u>Bid Price</u>
1 Sierra Nevada Construction, Inc.	Sparks, NV	\$2,147,357.00
2 Teichert Construction	Davis, CA	\$2,228,789.32
3 Prism Engineering	Hayward, CA	\$2,283,717.40
4 Martin Brothers Construction	Sacramento, CA	\$2,308,533.00
5 McGuire and Hester	Oakland, CA	\$2,466,791.80
6 C&C Construction, Inc.	Rocklin, CA	\$2,689,234.05

Teichert Construction submitted a bid protest (see Attachment 4), claiming the low bidder, SNC, failed to properly complete forms that were required with the bids. County staff has determined that the mistakes on the forms in question as submitted with the bid are not material, as they have no impact on either the bid price or listed subcontractors and do not give the bidder an unfair advantage. Therefore, staff recommends the mistakes in the DBE forms submitted with the bid of Sierra Nevada Construction be waived as minor irregularities and that Sierra Nevada Construction be awarded the contract as the lowest, responsive, responsible bidder.

Because this project is federally funded, a Disadvantaged Business Enterprise (DBE) participation aspirational goal has been set at 6%. Sierra Nevada Construction, Inc. submitted the Bidder DBE Commitment forms within the time allowed and achieved a DBE participation of 6%. Pursuant to current State and Federal law and guidelines, the award of this contract was not conditioned upon any particular percentage of DBE participation; however, the recipient of this contract has been encouraged to utilize DBE participation where possible, and must report its projected and actual DBE involvement in this contract.

Estimated completion date for this contract is September of 2014.

MEASURES/EVALUATION

The estimated construction cost for the project is \$2,360,000. Sierra Nevada Construction, Inc.'s bid in the amount of \$2,147,357 was the lowest bid received and is \$212,643 (9 percent) under the estimated contract cost.

71-J ANALYSIS

Section 71-J of the County of Sacramento Charter is not applicable to this agenda item.

LEGAL ANALYSIS

County Counsel has reviewed Teichert's protest letter and SNC's bid documents, including the required DBE documents as part of the bid proposal, and concluded that the cited omissions and irregularities may be waived. The Board is permitted to waive an inconsequential deviation from the bid instructions so long as the deviation does not affect the amount of the bid or result in an unfair competitive advantage for the bidder.

SNC's failure to properly complete DBE forms "Part I" and "Part II" at the bid opening date did not affect the amount of the bid or the identity of SNC's selected subcontractors. These two forms are essentially survey forms that the Department utilizes to form a database of potential DBE subcontractors in the region. These two forms do not take the place of bid form Attachment A, the "Bidder's List of Subcontractors," which is the official form for listing subcontractors for purposes of the Project. Nor does "Part I" or "Part II" take the place of the "Bidder DBE Commitment (Construction Contracts)" form, which is determinative on the matter of DBE participation on the job. SNC properly completed both the "Bidder's List of Subcontractors" and the "Bidder DBE Commitment" form, the latter of which was allowed to be submitted four days after the bid opening.

A bidder may gain an unfair competitive advantage if it is permitted to withdraw a bid due to a mistake in filling out the bid, but only where the mistake is "material". In this case, SNC's mistakes in filling out the bid were not material and would not have given it the right to seek relief and withdraw its bid.

ATTACHMENT 1 – FRANKLIN VICINITY MAP
December 10, 2013

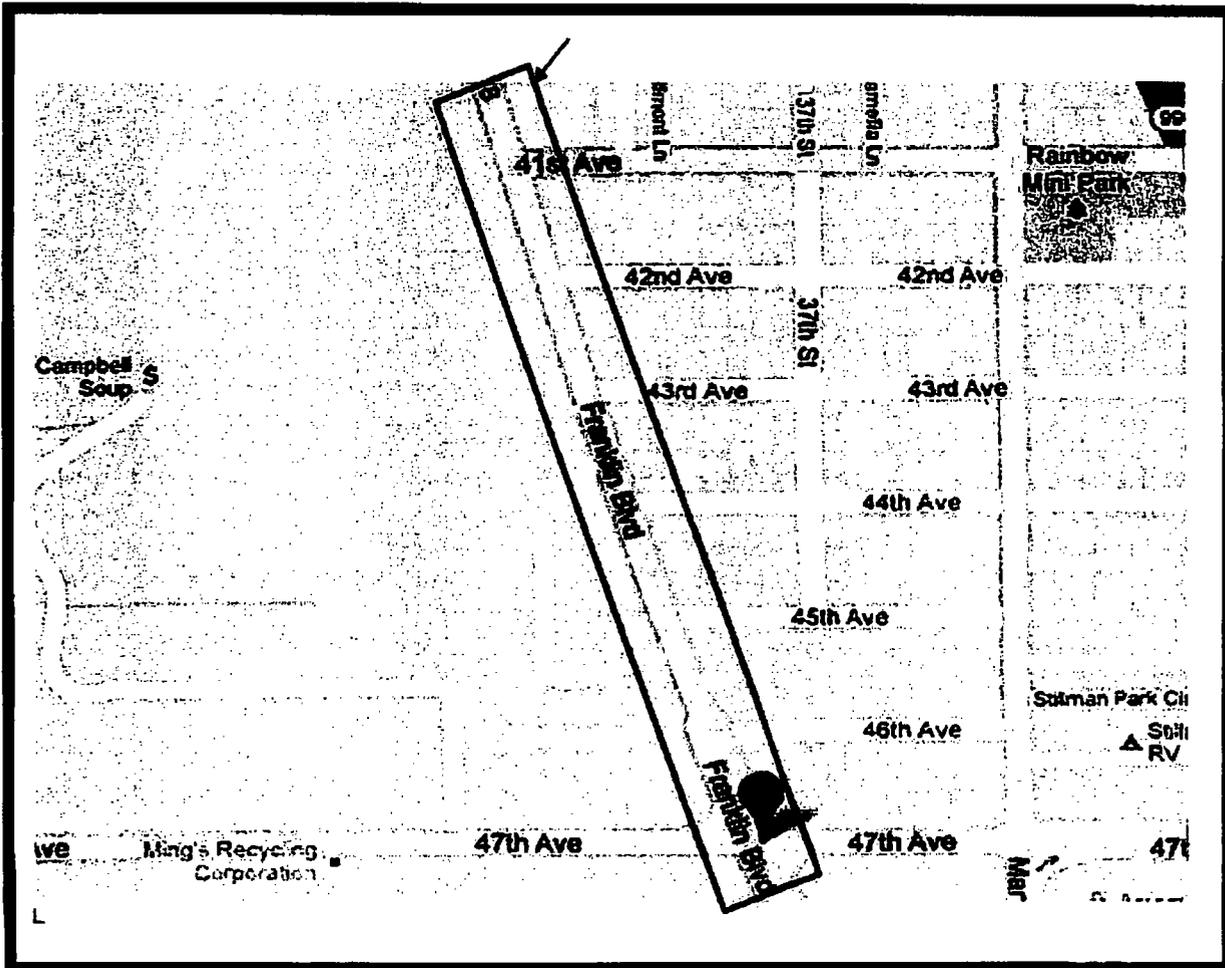


Vicinity Maps

Franklin Blvd Streetscape
Improvement Project

47th Ave to 700' n/o 41st Ave

Project Location:
Franklin Blvd – 47th Ave to 700' n/o
41st Ave



**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY
DEPARTMENT OF TRANSPORTATION
BID SUMMARY**

ATTACHMENT 2

Project: Franklin Blvd Streetscape Improvements
Contract No.: 4161
Project Number: RP6TLE-6924 (199)

Project Engineer: Crystal Tu
Prepared By: Crystal Tu

11/9/2013

Low Bidder

Item No.	Description	Quantity	Unit	ENGINEER'S ESTIMATE				UNIT COSTS BID			Sierra Nevada Construction (1)		Tolbert Construction (2)		Prism Engineering (3)		Martin Brothers (4)		McGee & Neider (5)		C & C Construction (6)			
				Unit Price	Amount	LOW	AVE	HIGH	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
				(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
1	Clearing & Grubbing	1	LS	\$113,082.00	\$113,082.00	\$38,691.70	\$113,427.23	\$163,000.00	\$127,456.45	\$162,968.00	\$162,968.00	\$45,000.00	\$45,000.00	\$38,691.70	\$38,691.70	\$163,000.00	\$163,000.00	\$275,000.00	\$275,000.00	\$163,000.00	\$163,000.00	\$275,000.00	\$275,000.00	
2	Erosion & Sediment Control Plan	1	AL	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	
3	Water Pollution Control	1	AL	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
4	Projection Information Signs	2	EA	\$500.00	\$1,000.00	\$100.00	\$344.00	\$500.00	\$100.00	\$300.00	\$270.00	\$640.00	\$450.00	\$600.00	\$400.00	\$800.00	\$500.00	\$1,000.00	\$1,705.00	\$1,705.00	\$1,000.00	\$1,705.00	\$3,410.00	\$3,410.00
5	Remove Tree (18")	3	EA	\$660.00	\$2,550.00	\$600.00	\$706.00	\$1,000.00	\$550.00	\$1,650.00	\$880.00	\$2,640.00	\$1,000.00	\$3,000.00	\$500.00	\$1,500.00	\$800.00	\$1,600.00	\$2,550.00	\$2,550.00	\$1,600.00	\$2,550.00	\$3,825.00	\$3,825.00
6	Remove Tree (24")	2	EA	\$1,300.00	\$2,600.00	\$600.00	\$1,030.00	\$2,000.00	\$700.00	\$1,400.00	\$1,100.00	\$2,200.00	\$2,000.00	\$4,000.00	\$600.00	\$1,200.00	\$750.00	\$1,600.00	\$2,600.00	\$2,600.00	\$1,600.00	\$2,600.00	\$3,900.00	\$3,900.00
7	Remove Tree (30")	2	EA	\$2,000.00	\$4,000.00	\$750.00	\$1,630.00	\$3,000.00	\$750.00	\$1,500.00	\$1,850.00	\$3,700.00	\$3,500.00	\$7,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$2,900.00	\$2,900.00
8	Remove Sidewalk	22.100	SF	\$65,250.00	\$1,435,500.00	\$1.00	\$1.75	\$3.00	\$1.50	\$33,150.00	\$1.00	\$22,100.00	\$3.00	\$66,300.00	\$1.25	\$27,625.00	\$2.00	\$44,200.00	\$1.10	\$24,310.00	\$1.00	\$22,100.00	\$24,310.00	\$24,310.00
9	Remove Curb & Gutter	5.500	LF	\$8.00	\$44.00	\$3.10	\$5.12	\$7.00	\$5.50	\$30,250.00	\$6.00	\$33,000.00	\$4.00	\$22,000.00	\$3.10	\$17,065.00	\$7.00	\$38,500.00	\$2.50	\$13,750.00	\$2.00	\$11,000.00	\$22,000.00	\$22,000.00
10	Remove Drop Inlet	24	EA	\$800.00	\$19,200.00	\$340.00	\$358.00	\$1,100.00	\$400.00	\$9,600.00	\$340.00	\$8,160.00	\$350.00	\$8,400.00	\$1,100.00	\$26,400.00	\$600.00	\$14,400.00	\$810.00	\$19,440.00	\$340.00	\$8,160.00	\$19,440.00	\$19,440.00
11	Remove Pipe	670	LF	\$40.00	\$27,000.00	\$10.00	\$31.20	\$72.00	\$17.00	\$9,860.00	\$72.00	\$48,240.00	\$25.00	\$16,750.00	\$32.00	\$21,360.00	\$10.00	\$6,700.00	\$22.00	\$14,540.00	\$10.00	\$6,700.00	\$22.00	\$14,540.00
12	Remove Roadside Sign	6	EA	\$102.00	\$612.00	\$100.00	\$102.00	\$110.00	\$100.00	\$600.00	\$110.00	\$660.00	\$100.00	\$600.00	\$100.00	\$600.00	\$100.00	\$600.00	\$100.00	\$600.00	\$100.00	\$600.00	\$110.00	\$660.00
13	Remove/Replace Iron Fence Panel	10	LF	\$160.00	\$1,600.00	\$100.00	\$158.00	\$180.00	\$170.00	\$1,700.00	\$180.00	\$1,800.00	\$100.00	\$1,000.00	\$170.00	\$1,700.00	\$170.00	\$1,700.00	\$170.00	\$1,700.00	\$100.00	\$1,000.00	\$225.00	\$2,250.00
14	Remove/Replace Electrical Pullbox	4	EA	\$1,200.00	\$4,800.00	\$270.00	\$1,014.00	\$2,600.00	\$750.00	\$3,000.00	\$270.00	\$1,080.00	\$2,500.00	\$1,000.00	\$750.00	\$3,000.00	\$800.00	\$3,200.00	\$800.00	\$3,200.00	\$270.00	\$1,080.00	\$800.00	\$3,200.00
15	Relocate Chain Link Fence	458	LF	\$39.00	\$17,862.00	\$35.00	\$38.40	\$41.00	\$38.00	\$17,404.00	\$41.00	\$18,772.00	\$35.00	\$16,030.00	\$38.00	\$17,404.00	\$40.00	\$18,320.00	\$38.00	\$17,404.00	\$35.00	\$13,820.00	\$38.00	\$17,404.00
16	Relocate Temporary Chain Link Fence	77	LF	\$18.00	\$1,386.00	\$15.00	\$16.00	\$17.00	\$16.00	\$1,254.00	\$17.00	\$1,306.00	\$15.00	\$1,125.00	\$16.00	\$1,232.00	\$16.00	\$1,320.00	\$16.00	\$1,320.00	\$15.00	\$1,125.00	\$16.00	\$1,320.00
17	Relocate Roadside Sign	30	EA	\$185.00	\$5,550.00	\$100.00	\$169.00	\$270.00	\$175.00	\$5,250.00	\$270.00	\$8,100.00	\$100.00	\$3,000.00	\$160.00	\$4,800.00	\$100.00	\$3,000.00	\$160.00	\$4,800.00	\$100.00	\$3,000.00	\$160.00	\$4,800.00
18	Relocate Iron Fence	200	LF	\$50.00	\$10,000.00	\$40.00	\$49.50	\$55.00	\$50.00	\$10,000.00	\$55.00	\$11,000.00	\$40.00	\$8,000.00	\$50.00	\$10,000.00	\$40.00	\$8,000.00	\$50.00	\$10,000.00	\$40.00	\$8,000.00	\$50.00	\$10,000.00
19	Relocate Bus Bench	1	EA	\$1,850.00	\$1,850.00	\$270.00	\$1,854.00	\$3,000.00	\$270.00	\$2,700.00	\$270.00	\$2,700.00	\$3,000.00	\$3,000.00	\$270.00	\$2,700.00	\$270.00	\$2,700.00	\$270.00	\$2,700.00	\$270.00	\$2,700.00	\$270.00	\$2,700.00
20	Relocate Street Light	3	EA	\$3,600.00	\$10,800.00	\$1,000.00	\$3,000.00	\$1,200.00	\$1,200.00	\$3,600.00	\$1,200.00	\$3,600.00	\$1,000.00	\$3,000.00	\$1,200.00	\$3,600.00	\$1,000.00	\$3,000.00	\$1,200.00	\$3,600.00	\$1,000.00	\$3,000.00	\$1,200.00	\$3,600.00
21	Adjust 60 MPH to Grade	21	EA	\$1,000.00	\$21,000.00	\$700.00	\$840.00	\$1,300.00	\$1,300.00	\$27,300.00	\$850.00	\$17,850.00	\$700.00	\$14,700.00	\$900.00	\$18,900.00	\$700.00	\$14,700.00	\$1,000.00	\$21,000.00	\$700.00	\$14,700.00	\$900.00	\$18,900.00
22	Adjust 55 MPH to Grade	9	EA	\$1,000.00	\$9,000.00	\$700.00	\$630.00	\$1,300.00	\$1,300.00	\$27,300.00	\$850.00	\$17,850.00	\$700.00	\$14,700.00	\$900.00	\$18,900.00	\$700.00	\$14,700.00	\$1,000.00	\$9,000.00	\$700.00	\$6,300.00	\$900.00	\$18,900.00
23	Adjust Electrical Pullbox to Grade	2	EA	\$700.00	\$1,400.00	\$270.00	\$524.00	\$700.00	\$550.00	\$1,100.00	\$270.00	\$540.00	\$300.00	\$600.00	\$700.00	\$1,400.00	\$700.00	\$1,400.00	\$700.00	\$1,400.00	\$270.00	\$540.00	\$700.00	\$1,400.00
24	Abandon Storm Drain Pipe	180	LF	\$20.00	\$3,600.00	\$10.00	\$18.00	\$23.00	\$20.00	\$3,600.00	\$10.00	\$1,800.00	\$16.00	\$2,880.00	\$23.00	\$4,140.00	\$10.00	\$1,800.00	\$27.00	\$4,860.00	\$10.00	\$1,800.00	\$27.00	\$4,860.00
25	Abandon Drain Inlet	5	EA	\$500.00	\$2,500.00	\$300.00	\$558.00	\$880.00	\$375.00	\$1,875.00	\$550.00	\$2,750.00	\$300.00	\$1,500.00	\$680.00	\$3,400.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$300.00	\$1,500.00	\$680.00	\$3,400.00
26	Roadway Excavation	1,500	CY	\$72.00	\$108,000.00	\$65.00	\$97.20	\$118.00	\$100.00	\$150,000.00	\$65.00	\$97,500.00	\$55.00	\$82,500.00	\$118.00	\$177,000.00	\$65.00	\$97,500.00	\$65.00	\$97,500.00	\$65.00	\$97,500.00	\$65.00	\$97,500.00
27	Aggregate Base (Class II)	2,120	TN	\$51.00	\$108,120.00	\$20.00	\$35.60	\$36.00	\$20.00	\$42,000.00	\$62.00	\$131,440.00	\$45.00	\$95,400.00	\$36.00	\$76,920.00	\$50.00	\$106,800.00	\$45.00	\$95,400.00	\$20.00	\$42,000.00	\$62.00	\$131,440.00
28	Asphalt Concrete Type A	3,710	TN	\$100.00	\$371,000.00	\$70.00	\$101.40	\$120.00	\$70.00	\$259,700.00	\$92.00	\$341,320.00	\$110.00	\$408,100.00	\$115.00	\$425,550.00	\$110.00	\$408,100.00	\$115.00	\$425,550.00	\$70.00	\$259,700.00	\$92.00	\$341,320.00
29	Cold Plant AC Pavement	10,295	SF	\$1.25	\$12,868.75	\$0.80	\$1.20	\$2.00	\$2.00	\$20,590.00	\$1.20	\$12,354.00	\$1.00	\$10,295.00	\$0.80	\$8,236.00	\$1.00	\$10,295.00	\$1.00	\$10,295.00	\$0.80	\$8,236.00	\$1.00	\$10,295.00
30	Shurry Seal Type 2	17,200	SF	\$0.80	\$13,760.00	\$0.70	\$8.73	\$9.63	\$0.70	\$12,040.00	\$0.70	\$12,040.00	\$0.70	\$12,040.00	\$0.85	\$14,620.00	\$0.70	\$12,040.00	\$0.70	\$12,040.00	\$0.70	\$12,040.00	\$0.70	\$12,040.00
31	Pavement Repair	3,000	SF	\$10.00	\$30,000.00	\$5.00	\$9.80	\$15.00	\$8.50	\$25,500.00	\$11.00	\$33,000.00	\$15.00	\$45,000.00	\$10.00	\$30,000.00	\$5.00	\$15,000.00	\$15.00	\$45,000.00	\$5.00	\$15,000.00	\$15.00	\$45,000.00
32	P.C.C. Curb Type 1A	295	LF	\$23.00	\$6,785.00	\$19.00	\$22.72	\$25.00	\$25.00	\$7,325.00	\$24.00	\$7,080.00	\$25.00	\$7,375.00	\$19.00	\$5,555.00	\$20.00	\$5,900.00	\$20.00	\$4,700.00	\$19.00	\$5,555.00	\$20.00	\$5,900.00
33	P.C.C. Curb Type 2	5,360	LF	\$24.00	\$128,640.00	\$19.00	\$23.92	\$27.00	\$25.00	\$134,000.00	\$27.00	\$144,720.00	\$20.00	\$107,200.00	\$19.00	\$101,640.00	\$25.00	\$134,000.00	\$25.00	\$134,000.00	\$19.00	\$101,640.00	\$25.00	\$134,000.00
34	P.C.C. Curb Type 2 Reinforced	210	LF	\$35.00	\$7,350.00	\$25.00	\$34.00	\$45.00	\$45.00	\$9,450.00	\$30.00	\$6,300.00	\$25.00	\$5,250.00	\$25.00	\$5,250.00	\$30.00	\$7,350.00	\$30.00	\$7,350.00	\$25.00	\$5,250.00	\$30.00	\$7,350.00
35	P.C.C. Curb Type 3	498	LF	\$22.00	\$10,956.00	\$14.00	\$21.60	\$25.00	\$25.00	\$12,450.00	\$20.00	\$9,960.00	\$20.00	\$9,960.00	\$14.00	\$6,972.00	\$14.00	\$6,972.00	\$14.00	\$6,972.00	\$14.00	\$6,972.00	\$14.00	\$6,972.00
36	PCG Type 3 Carb Modified (Paver Edging)	2,845	LF	\$17.00	\$48,365.00	\$11.00	\$16.40	\$27.00	\$11.00	\$31,295.00	\$18.00	\$51,210.00	\$27.00	\$77,215.00	\$11.00	\$37,295.00	\$15.00	\$42,675.00	\$15.00	\$42,675.00	\$11.00	\$37,295.00	\$15.00	\$42,675.00
37	P.C.C. Curb Type 4A	3,735	LF	\$15.00	\$56,025.00	\$7.00	\$12.82	\$21.00	\$12.00	\$44,820.00	\$7.00	\$26,145.00	\$21.00	\$78,435.00	\$11.00	\$41,085.00	\$							

AGREEMENT FOR
FRANKLIN BOULEVARD STREETScape IMPROVEMENT PROJECT, FEDERAL AID
PROJECT RPSTPLE 5924 (199)

THIS AGREEMENT is made and entered into this 10th day of December, 2013, between County of Sacramento, a political subdivision of the State of California, hereinafter referred to as COUNTY and SIERRA NEVADA CONSTRUCTION, INC., A Nevada Corporation, hereinafter referred to as Contractor.

WHEREAS, the Governing Board of COUNTY approved and adopted plans and specifications for the work to be performed under this Agreement; and

WHEREAS, a Notice to Contractors inviting sealed bids for the performance of the work described in the plans and specifications was published for the time and in the manner required by law; and

WHEREAS, in response to the Notice to Contractors, Contractor submitted, within the time and in the manner specified, a sealed bid for the performance of the work specified in the plans and specifications; and

WHEREAS, Contractor's bid and other bids were publicly opened and reviewed in the manner provided by law; and

WHEREAS, Contractor is the lowest, responsive, responsible bidder for the performance of the work and is hereby awarded a contract therefor.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties hereto agree as follows:

1. CONTRACT DOCUMENTS

The following documents are by this reference incorporated in and made a part of this Agreement:

- The Standard Construction Specifications adopted by the Sacramento County Board of Supervisors on July 17, 2001, revised March, 2004, revised January, 2008;
- the Special Provisions (if this Agreement is funded by federal, state or other grant of monies with particular requirements imposed on Contractor, it shall be so noted in the Special Provisions, and Contractor will follow the requirements thereof);
- the contract drawings,

- all addenda;
- the Notice to Contractors / Invitation to Bid;
- Contractor's Bid / Proposal;
- all required bonds; and
- all supplemental agreements (change orders) covering alterations, amendments, or extensions.

The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications. In the case of conflicting documents this Agreement takes precedent over all others.

2. SCOPE OF WORK

Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for this Agreement, Contract No. 4161, FRANKLIN BOULEVARD STREETScape IMPROVEMENT PROJECT, FEDERAL AID PROJECT RPSTPLE 5924 (199), as provided for and set forth in the Plans and Specifications, or in either of them,

All of the work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Engineer of COUNTY who shall have the right to reject any and all materials and supplies furnished by Contractor which do not comply with said Plans and Specifications, together with the right to require Contractor to replace any and all work furnished by Contractor which is not, either in workmanship or material, in strict accordance with the Plans and Specifications.

3. COMPLETION

Said work shall be completed and ready for acceptance within Ninety Five working days of completion following the date of the commencement of the counting of days as calculated pursuant to Section 7 of the Standard Specification.

4. PAYMENT

Contractor's Bid / Proposal contains the full and complete schedule of the different items of work with the lump sums or unit prices specified. The COUNTY agrees, in consideration of the work to be performed herein and subject to the terms and conditions of this Agreement, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of this Agreement and Contractor's Bid / Proposal, to wit: Two Million One Hundred Forty Seven Thousand Three Hundred Fifty Seven Dollars And No

Cents (\$2,147,357.00). Said sum shall be paid in accordance with Section 8 of the Standard Construction Specifications. With respect to those portions of the above sum which are based upon estimated quantities, payment will be based upon the actual quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

5. PREVAILING WAGES

Pursuant to the provisions of State of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2 (Sections 1720-1781) not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at, the office of the Clerk of the Governing Board.

Contractor shall post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

6. INSURANCE

Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, workers' compensation and builders' risk insurance as required by Section 3-9 of the Standard Construction Specifications and as required by any modifications of said Section in the Special Provisions.

7. WORKERS' COMPENSATION CERTIFICATION

By execution of this Agreement, Contractor certifies as follows:

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

8. PERFORMANCE AND PAYMENT BONDS

Contractor shall, before beginning work under this Agreement, file two bonds with the COUNTY, each made payable to the County of Sacramento. These bonds shall be issued by

a surety company authorized to do business in the State of California, and shall be maintained during the entire life of this Agreement at the expense of Contractor. One bond shall be in the amount of one hundred percent (100%) of this Agreement and shall guarantee the faithful performance of this Agreement. The second bond shall be the payment bond required by the State of California Civil Code, Division 4, Part 6, Title 3, Chapter 5 (Sections 9550-9566), and shall be in the amount of one hundred percent (100%) of this Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of State of California Civil Code Sections 2819 and 2845.

9. INDEMNIFICATION

Contractor shall defend, indemnify and save harmless the COUNTY and the Engineer (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section 6-2 of the Standard Construction Specifications.

10. MISCELLANEOUS PROVISIONS

a. This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of COUNTY in the same manner as if such parties had been expressly named herein.

b. All times stated herein or in the contract documents are of the essence hereof.

c. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

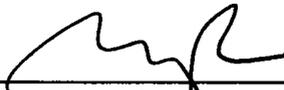
d. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

e. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

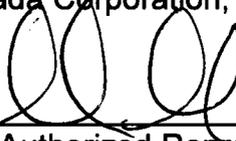
County of Sacramento,
a political subdivision of the State of California

By 

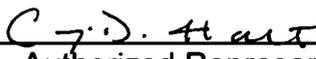
Michael J. Penrose, Director
Department of Transportation

COUNTY

SIERRA NEVADA CONSTRUCTION, INC.
A Nevada Corporation,

By 

Authorized Representative Marc Markwell

By 

Authorized Representative Craig D. Holt

CONTRACTOR

Forms Approved by County Counsel (rev 10/2012)

Documents Reviewed:

By 

Contract and Purchasing Services Division
Department of General Services

**COUNTY OF SACRAMENTO
DEPARTMENT OF TRANSPORTATION
PROPOSAL**

Contract No. 4161

**Project: FRANKLIN BOULEVARD STREETScape IMPROVEMENT PROJECT -
47th Avenue to 700' n/o 41st Avenue
Federal Aid Project - RPSTPLE 5924 (199)**

SUBMIT BID TO:

**Department of General Services
Contract and Purchasing Services Division
9660 Ecology Lane
Sacramento, CA 95827**

NO LATER THAN: 2:00 P.M.

**TO: Purchasing Agent
County of Sacramento
State of California**

I. BID:

Pursuant to your published Notice to Contractors for the above-referenced project, and in accordance with the approved Plans and Specifications for that project, the following bid for said entire project is submitted by the firm indicated on Sheet 21 of this Proposal form.

(Item I continued on next page)

BID OPENING

**Department of General Services
Contract and Purchasing Services Division
9660 Ecology Lane
Sacramento, CA 95827**

**APPROXIMATELY 2:10 P.M.
DAY OF BID**

BID

Sierra Nevada Const.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Clearing & Grubbing	1	LS	127,456. ⁴⁵	127,456. ⁴⁵
2	Erosion & Sediment Control Plan	1	AL	\$3,000.00	\$3,000.00
3	Water Pollution Control	1	AL	\$15,000.00	\$15,000.00
4	Projection Information Signs	2	EA	100. ⁰⁰	200. ⁰⁰
5	Remove Tree (18")	3	EA	550. ⁰⁰	1,650. ⁰⁰
6	Remove Tree (24")	2	EA	700. ⁰⁰	1,400. ⁰⁰
7	Remove Tree (30")	2	EA	750. ⁰⁰	1,500. ⁰⁰
8	Remove Sidewalk	22,100	SF	1.50	33,150. ⁰⁰
9	Remove Curb & Gutter	5,500	LF	5.50	30,250. ⁰⁰
10	Remove Drop Inlet	24	EA	400. ⁰⁰	9,600. ⁰⁰
11	Remove Pipe	570	LF	17. ⁰⁰	9,690. ⁰⁰
12	Remove Roadside Sign	6	EA	100. ⁰⁰	600. ⁰⁰
13	Remove/Replace Iron Fence Panel	10	LF	170. ⁰⁰	1,700. ⁰⁰
14	Remove/Replace Electrical Pullbox	4	EA	750. ⁰⁰	3,000. ⁰⁰
15	Relocate Chain Link Fence	458	LF	38. ⁰⁰	17,404. ⁰⁰
16	Relocate Temporary Chain Link Fence	77	LF	16. ⁰⁰	1,232. ⁰⁰
17	Relocate Roadside Sign	30	EA	175. ⁰⁰	5,250. ⁰⁰
18	Relocate Iron Fence	200	LF	48. ⁰⁰	9,600. ⁰⁰
19	Relocate Bus Bench	1	EA	500. ⁰⁰	500. ⁰⁰
20	Relocate Street Light	3	EA	1,975. ⁰⁰	5,925. ⁰⁰
21	Adjust SD MH to Grade	21	EA	1,300. ⁰⁰	27,300. ⁰⁰
22	Adjust SS MH to Grade	9	EA	1,300. ⁰⁰	11,700. ⁰⁰
23	Adjust Electrical Pullbox to Grade	2	EA	650. ⁰⁰	1,950. ⁰⁰ ¹⁷⁰⁰
24	Abandon Storm Drain Pipe	190	LF	20. ⁰⁰	3,800. ⁰⁰
25	Abandon Drain Inlet	5	EA	375. ⁰⁰	1,875. ⁰⁰
26	Roadway Excavation	1,500	CY	100. ⁰⁰	150,000. ⁰⁰
27	Aggregate Base (Class II)	2,120	TN	20. ⁰⁰	42,400. ⁰⁰

28	Asphalt Concrete Type A	3,710	TN	70. ⁰⁰	259,700. ⁰⁰
29	Cold Plane AC Pavement	10,295	SF	2. ⁰⁰	20,590. ⁰⁰
30	Slurry Seal Type 2	17,200	SF	0.70	12,040. ⁰⁰
31	Pavement Repair	3,000	SF	8.50	25,500. ⁰⁰
32	P.C.C. Curb Type 1A	285	LF	25. ⁰⁰	7,125. ⁰⁰
33	P.C.C. Curb Type 2	5,360	LF	25. ⁰⁰	134,000. ⁰⁰
34	P.C.C. Curb Type 2 Reinforced	210	LF	45. ⁰⁰	9,450. ⁰⁰
35	P.C.C. Curb Type 3	465	LF	35. ⁰⁰	16,275. ⁰⁰
36	PCC Type 3 Curb Modified (Paver Edging)	2,945	LF	11. ⁰⁰	32,395. ⁰⁰
37	P.C.C. Curb Type 4/4A	3,735	LF	12. ⁰⁰	44,820. ⁰⁰
38	P.C.C. Curb Type 6	305	LF	30. ⁰⁰	9,150. ⁰⁰
39	Parking Lot Improvements at 6239 Franklin Blvd	1	LS	5,500. ⁰⁰	5,500. ⁰⁰
40	Modify Fire Department Inlet Connection	1	LS	3,000. ⁰⁰	3,000. ⁰⁰
41	P.C.C. Pavement (Driveway)	5,120	SF	7. ⁰⁰	35,840. ⁰⁰
42	P.C.C. Sidewalk and Sidewalk Ramp	28,800	SF	7. ⁰⁰	201,600. ⁰⁰
43	Detectable Warning Surface	462	SF	37. ⁰⁰	17,094. ⁰⁰
44	18" PVC Pipe(C-900)	72	LF	210. ⁰⁰	15,120. ⁰⁰
45	15" PVC Pipe (C-900)	95	LF	175. ⁰⁰	16,625. ⁰⁰
46	12" PVC Pipe (C-900)	677	LF	155. ⁰⁰	104,935. ⁰⁰
47	48" Concrete SDMH	2	EA	6,000. ⁰⁰	12,000. ⁰⁰
48	Drain Inlet - Type B	23	EA	2,800. ⁰⁰	64,400. ⁰⁰
49	Drain Inlet - Type J	5	EA	3,000. ⁰⁰	15,000. ⁰⁰
50	Drain Inlet - Type C	3	EA	2,750. ⁰⁰	8,250. ⁰⁰
51	Drain Inlet - Type F	1	EA	3,250. ⁰⁰	3,250. ⁰⁰
52	12" Concrete Catch Basin (Landscape)	1	EA	1,000. ⁰⁰	1,000. ⁰⁰
53	Under Sidewalk Drain	3	EA	100. ⁰⁰	300. ⁰⁰
54	Survey Monuments	8	EA	1,400. ⁰⁰	11,200. ⁰⁰
55	Street Lights (Type A)	15	EA	6,500. ⁰⁰	97,500. ⁰⁰
56	Reset Gate Track for Driveway Conform	1	EA	500. ⁰⁰	500. ⁰⁰
57	Traffic Signal Modification at Franklin Blvd & 47th Ave	1	LS	150,000. ⁰⁰	150,000. ⁰⁰

58	Detail 9 - Thermoplastic Striping	5,679	LF	0.40	2,271. ⁶⁰
59	Detail 22 - Thermoplastic Striping	20	LF	1. ⁵⁰	30. ⁰⁰
60	Detail 27B - Thermoplastic Striping	300	LF	0.40	120. ⁰⁰
61	Detail 27B MOD - Thermoplastic Striping	120	LF	0.40	48. ⁰⁰
62	Detail 32 - Thermoplastic Striping	475	LF	2.75	1,306. ²⁵
63	Detail 38 - Thermoplastic Striping	823	LF	1. ⁰⁰	823. ⁰⁰
64	Detail 39 - Thermoplastic Striping	4,004	LF	0.60	2,402. ⁴⁰
65	Detail 39A - Thermoplastic Striping	1,135	LF	0.60	681. ⁰⁰
66	Traffic Stripe and Pavement Markings Removal	955	LF	2. ⁰⁰	1,910. ⁰⁰
67	Pavement Markings - Thermoplastic	520	SF	6. ⁰⁰	3,120. ⁰⁰
68	Retroreflective Pavement Marker (Type H)	194	EA	3. ⁰⁰	582. ⁰⁰
69	Roadside Sign	2	EA	225. ⁰⁰	450. ⁰⁰
70	Interlocking Pavers (Median)	5,075	SF	12. ⁰⁰	60,900. ⁰⁰
71	Brick Banding (Corner Ramp)	104	LF	90. ⁰⁰	9,360. ⁰⁰
72	6" Concrete Header	479	LF	25. ⁰⁰	11,975. ⁰⁰
73	3" Round PVC Drain Inlet	9	EA	50. ⁰⁰	450. ⁰⁰
74	3" PVC Drain Line	340	LF	5. ⁰⁰	1,700. ⁰⁰
75	4" PVC Drain Line	17	LF	5. ⁰⁰	85. ⁰⁰
76	Import Topsoil	960	TON	40. ⁰⁰	38,400. ⁰⁰
77	12" Root Control Barrier	470	LF	4. ⁰⁰	1,880. ⁰⁰
78	24" Root Control Barrier	3,210	LF	4.25	13,642. ⁵⁰
79	1-1/2" Water Service and Meter	1	EA	4,800. ⁰⁰	4,800. ⁰⁰
80	1-1/2" Reduced Pressure Backflow Preventer	1	EA	2,500. ⁰⁰	2,500. ⁰⁰
81	Irrigation Controller & Enclosure	1	EA	3,050. ⁰⁰	3,050. ⁰⁰
82	Sch. 40 Control Wire Conduit and Pullboxes	864	LF	10.50	9,072. ⁰⁰
83	Earth Saw Trench	777	LF	41. ⁰⁰	31,857. ⁰⁰
84	1 1/4" Electric Remote Control Valve Assembly	2	EA	665. ⁰⁰	1,330. ⁰⁰
85	1" Electric Remote Control Valve Assembly	15	EA	665. ⁰⁰	9,975. ⁰⁰
86	2" Sch 40 Irrigation Water Pipe	2,320	LF	2.50	5,800. ⁰⁰
87	1 1/4" Sch 40 Irrigation Water Pipe	111	LF	2. ⁰⁰	222. ⁰⁰

88	1" Sch 40 Irrigation Water Pipe	68	LF	3.00	204.00
89	Sch. 40 PVC Irrigation Water Pipe Sleeve	921	LF	9.00	8,289.00
90	Brass Gate Valve	10	EA	255.00	2,550.00
91	Quick Coupling Valve	13	EA	255.00	3,315.00
92	1 1/2" Cl. 200 Irrigation Water Pipe	12	LF	3.00	36.00
93	1 1/4" Cl. 200 Irrigation Water Pipe	41	LF	3.00	123.00
94	1" Cl. 200 Irrigation Water Pipe	580	LF	3.00	1,740.00
95	3/4" Cl. 200 Irrigation Water Pipe	1,591	LF	2.80	4,454.80
96	Subsurface Dripperline	11,430	SF	0.75	8,572.50
97	Flush Valve	23	EA	30.50	701.50
98	Deep Watering Bubbler (2 per tree)	49	EA	61.00	2,989.00
99	Soil Preparation	11,430	SF	0.50	5,715.00
100	24" Box Trees	29	EA	375.00	10,875.00
101	15 Gallon Trees	35	EA	185.00	6,475.00
102	5 Gallon Shrubs	47	EA	20.00	940.00
103	1 Gallon Shrubs	1,469	EA	7.00	10,283.00
104	Bark Mulch	106	CY	60.00	6,360.00
105	120 Day Plant Establishment Period	1	LS	2,350.00	2,350.00

TOTAL BID

(Item 1- 105)

\$ 2,148,007.00

Revised \$2,147,357.00
 CT.

NOTE: In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

II. ADDENDA:

Acknowledgement is hereby made of receipt and incorporation of addendum number 1 through 2 into this Bid.

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

Addendum or addenda issued by the Department must be noted above.

III. BID GUARANTY:

Bid security must be a bidders bond, a certified check or cashiers check payable to the Treasurer of the County of Sacramento, or cash. Bids secured by personal checks or personal guarantees will be rejected.

IV. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

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

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

V. NONCOLLUSION DECLARATION:

The bidder shall execute the following Noncollusion Declaration, under penalty of perjury under the laws of the State of California, and submit it with their bid:

NONCOLLUSION DECLARATION

The undersigned declares:

I am the President (Title of Authorized Signatory)
of Sierra Nevada Construction, Inc. (Firm Name),
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is

true and correct and that this declaration is executed on November 7, 2013 (date),
at Sparks (city), Nevada (state).

VI. DEBARMENT AND SUSPENSION CERTIFICATION:

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

VII. NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS:

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

VIII. SUBCONTRACTOR LISTING:

In accordance with California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100 and following, the subcontractors listed on Attachment A to this Proposal Form will perform the indicated work of improvement on this project. Attachment A is hereby incorporated into and made a part of this Proposal.

VIII. PUBLIC CONTRACT CODE:

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes _____ No

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

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note:

The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

IX. TYPE OF BUSINESS: (CHECK ONE)

- CORPORATION**
STATE OF INCORPORATION: *Nevada*
- PARTNERSHIP**
- JOINT VENTURE**
- PRIVATE INDIVIDUAL**
- INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

X. FIRM IDENTIFICATION:

Firm Name: *Sierra Nevada Construction, Inc.*

Address: *PO Box 50760, Sparks, Nevada 89435*

Telephone: *(775) 355-0420*

Contractor's License Number: *593393*

Contractor's License Expiration Date: *5/31/14*

Contractor's License Classification: *A, general engineering*

I hereby certify under penalty of perjury that the above statements are true.

Bid and certification submitted by:

Signature


Authorized Representative *Kevin L. Robertson*

Title *President*

Date *November 7, 2013*

ATTACHMENT A

BIDDER'S LIST OF SUBCONTRACTORS

The following are the names and locations of place of business of all subcontractors who will perform work or labor or render service to the bidder in or about the work, or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of the total bid or in the case of bids for the construction of streets and highways, including bridges, in an amount in excess of one-half of one percent (0.5%) of the total bid or ten thousand dollars (\$10,000) whichever is greater.

The low bidder or apparent contractor will submit a listing of license numbers by subcontractor within ten (10) days of bid opening.

PORTION OF WORK	SUBCONTRACTOR	PLACE OF BUSINESS	License#
ASPH LANDSCAPE	AERCO PACIFIC	RANCHO CORDOVA, CA	166242
FENCE	CRUSADER FENCE	RANCHO CORDOVA, CA	726527
CONCRETE	RE MAHER	AMERICAN CANYON, CA	514236
SLURRY SEAL	CENTRAL VALLEY ENGINEERING	ROSEVILLE CA	773404
STRIPING & SIGNS	SIERRA TRAFFIC MARKINGS	ROSEVILLE, CA	755317
ELECTRICAL	PACIFIC EXCAVATION	ELK GROVE, CA	694400
PAVERS	PAVERS AND MORE	ELK GROVE, CA	856 821453

NOTE: Remove these forms and submit as part of the Proposal.

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 47th Avenue to 700th n/o 41st Avenue
 Contract No. 4161

Addendum No. 2
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BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only? (Certified DBE)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES-IF DBE
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES-IF DBE
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES-IF DBE
		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES-IF DBE
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES-IF DBE
		<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES-IF DBE
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES-IF DBE
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES-IF DBE
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES-IF DBE
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES-IF DBE
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES-IF DBE
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES-IF DBE
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES-IF DBE
		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES-IF DBE
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES-IF DBE
		<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES-IF DBE
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES-IF DBE
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES-IF DBE
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES-IF DBE
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES-IF DBE

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<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES / <input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES / <input type="checkbox"/> NO
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> Age of Firm (YES)
<i>City State ZIP</i>				
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES / <input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES / <input type="checkbox"/> NO
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> Age of Firm (YES)
<i>City State ZIP</i>				

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Franklin Boulevard Streetscape Improvements
 47th Avenue to 700' n/o 41st Avenue
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BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	DBE/Minority Business Enterprise Certified DBE
Name CENTRAL VALLEY ENGINEERING & ASPHALT Address 216 KENROY LANE City State ZIP ROSEVILLE, CA 95678	Phone 916 791-1609	<input type="checkbox"/> < \$1 million	SLURRY SEAL	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	Fax 916 791-6424	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> NO
Name WC MALONEY Address PO BOX 30326 STOCKTON, CA 95213 City State ZIP	Phone 209 942-1129	<input type="checkbox"/> < \$1 million	TREE REMOVAL	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	Fax 209 942-2579	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES
		<input checked="" type="checkbox"/> < \$15 million		<input type="checkbox"/> NO
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES

<i>Name</i> WABO PAVEMENT WABO LANDSCAPE & CONSTRUCTION	<i>Phone</i> 510 741-9226	<input type="checkbox"/> < \$1 million	LANDSCAPE	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO
<i>Address</i> 726 ALFRED NOBEL DR	<i>Fax</i> 510	<input checked="" type="checkbox"/> < \$5 million		<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO
<i>City State ZIP</i> HERCULES, CA 94547	724-2391	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO
<i>Name</i> TENNYSON ELECTRIC	<i>Phone</i> 925 606-1038	<input type="checkbox"/> < \$15 million		<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO
<i>Address</i> 7275 NATIONAL DR SUITE A	<i>Fax</i> 925	<input type="checkbox"/> > \$15 million		<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO
<i>City State ZIP</i> LIVERMORE, CA 94550	606-7655	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO
		<input checked="" type="checkbox"/> < \$15 million		<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO

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Name TAKEHARA LANDSCAPE	Phone 916 386-9487	<input type="checkbox"/> < \$1 million	LANDSCAPE	<input checked="" type="checkbox"/> YES
		<input checked="" type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		YES/NO
Address PO BOX 277085	Fax 916 386-2918	<input type="checkbox"/> < \$15 million		
City State ZIP SACRAMENTO, CA 95827		<input type="checkbox"/> > \$15 million		
Name SIERRA TRAFFIC MARKINGS	Phone 916 774-9080	<input type="checkbox"/> < \$1 million	STRIPING	<input checked="" type="checkbox"/> YES
		<input checked="" type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		YES/NO
Address 9725 DEL ROAD SUITE B	Fax 916 774-9088	<input type="checkbox"/> < \$15 million		
City State ZIP ROSEVILLE CA 95747		<input type="checkbox"/> > \$15 million		

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Name ATLAS TREE SURGERY		Phone 707 523- 4399	<input type="checkbox"/> < \$1 million	TREE REMOVAL	<input type="checkbox"/> YES
Address 1544 LUGWIG AVE			<input checked="" type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP SANTA ROSA, CA 95407		Fax 707 523- 4127	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES
			<input type="checkbox"/> < \$15 million		<input type="checkbox"/> NO
			<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES
Name CRUSADER FENCE		Phone 916 631-9191	<input type="checkbox"/> < \$1 million	FENCE	<input type="checkbox"/> YES
Address 3115 B GOLD VALLEY			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP RANCHO CORDOVA CA 95742		Fax 916 631-9191	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES
			<input checked="" type="checkbox"/> < \$15 million		<input type="checkbox"/> NO
			<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES

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Name FRANK MEDINA	Phone 530-743-0744	<input type="checkbox"/> < \$1 million	SIGNS	<input type="checkbox"/> YES
Address 10096 AHART RD	Fax 530-743-9352	<input checked="" type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP OROVILLE, CA 95966		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/NO
Name CAZADORES CONSTRUCTION	Phone 916-467- 4606 4606	<input type="checkbox"/> < \$1 million	CONCRETE	<input type="checkbox"/> YES
Address 3941 PARK DR STE 20-404	Fax 916-605-4051	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP EL DORADO, CA 95762		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/NO
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES/NO
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES/NO

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Name STERLING HOLLOWAY	Phone 530 878-1800	<input type="checkbox"/> < \$1 million	TREE REMOVAL	<input type="checkbox"/> YES
Address 1490 CHRISTIAN VALLEY RD	Fax 530	<input checked="" type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP AUBURN, CA 95602	530 887-3590	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES
Name NATURESCAPES COMPLETE LANDSCAPE	Phone 408 294-4994	<input type="checkbox"/> < \$1 million	LANDSCAPE	<input type="checkbox"/> YES
Address 560 NEW HALL ST	Fax 408	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP SAN JOSE CA 95110	294-4422	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES
		<input checked="" type="checkbox"/> < \$15 million		<input type="checkbox"/> NO
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES

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<i>Name</i> HARRISON CONCRETE CUTTING	<i>Phone</i> 530- 662-2185	<input type="checkbox"/> < \$1 million	SAWCUTTING	<input type="checkbox"/> YES
		<input checked="" type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>Fax</i> 530 406-0380	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> NO
<i>Address</i> 33522 CO RD 24		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES
<i>City State ZIP</i> WOODLAND, CA 95695				<input type="checkbox"/> NO
<i>Name</i> AERCO PACIFIC INC	<i>Phone</i> 916 635-5635	<input type="checkbox"/> < \$1 million	LANDSCAPE	<input type="checkbox"/> YES
		<input checked="" type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>Fax</i> 916 635-4906	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> NO
<i>Address</i> 11370 J AMALGAM WAY		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES
<i>City State ZIP</i> RANCHO CORDOVA CA 95670				<input type="checkbox"/> NO

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BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Total Agency Use Only (Certified DBE's)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> No
<i>City State ZIP</i>		<i>Fax</i>	<input type="checkbox"/> < \$10 million	
	<input type="checkbox"/> < \$15 million			YES or DBE's
	<input type="checkbox"/> > \$15 million			Age of Firm (Yes)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> No
<i>City State ZIP</i>		<i>Fax</i>	<input type="checkbox"/> < \$10 million	
	<input type="checkbox"/> < \$15 million			YES or DBE's
	<input type="checkbox"/> > \$15 million			Age of Firm (Yes)

<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/NO/DBE/W
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/NO/DBE/W
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs)

Distribution: 1) Original - Local Agency File

IRAN CONTRACTING ACT DISCLOSURE FORM
 (California Public Contract Code, sections 2202-2208)

When responding to a bid or proposal or executing a contract or renewal for a County of Sacramento contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please provide your vendor or financial institution name and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution		Sierra Nevada Construction, Inc.	
By (Authorized Signature)			
Printed Name and Title of Person Signing		Kevin L. Robertson, President	
Date Executed	November 7, 2013	Executed in	Sparks, Nevada

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution			
By (Authorized Signature)			
Printed Name and Title of Person Signing			
Date Executed		Executed in	

**INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive.

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify all DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

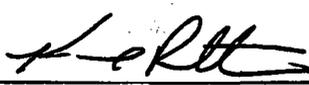
There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filling.

ATTACHMENT "D"
DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p align="center">For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p align="center">Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center">Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="center">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employes(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: <u></u></p> <p>Print Name: <u>Kevin L. Robertson</u></p> <p>Title: <u>President</u></p> <p>Telephone No.: <u>715-355-0420</u> Date: <u>11/7/13</u></p>		<p align="center">Authorized for Local Reproduction Standard Form - LLL</p>

Accompanying this proposal is Bidder's Bond
(Notice: insert the words "cash \$ _____", "cashier's check," "certified check," or "bidder's bond," as the case may be) in amount equal to at least ten percent of the total bid.

The names of all persons interested in the foregoing proposals as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof, if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person as an individual, state first and last names in full.

Sierra Nevada Construction, Inc. - a Nevada Corporation

Kevin L. Robertson - President

Craig D. Holt - Vice-President

Marc T. Markwell - Secretary/Treasurer

Licensed in accordance with an act providing for the registration of Contractors.

License No. 593393 Classification(s) A, general engineering

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certifications are true and correct.

Date:

November 7, 2013

SIGN HERE



Business Address

Place of Business

Place of Residence

FAX No.

e-mail Address:

Kevin L. Robertson, President
Signature of Bidder and Title

PO Box 50760, Sparks, NV 89435

2055 E. Greg Street, Sparks, NV 89431

Reno, Nevada

775-355-0535

Krobertson@snc.biz

PERFORMANCE BOND

BOND NO. 906001356

PREMIUM \$11,507.00

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of the County of Sacramento, a political subdivision of the State of California, hereinafter designated as the "Obligee", has on 12/10/2013, awarded to SIERRA NEVADA CONSTRUCTION, INC., hereinafter designated as the "Principal," a contract for the construction of Contract No. 4161 - FRANKLIN BOULEVARD STREETScape IMPROVEMENT PROJECT, FEDERAL AID PROJECT RPSTPLE 5924 (199); and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we, the Principal, and Liberty Mutual Insurance Company

as Surety, are held and firmly bound unto the Obligee in the penal sum of Two Million One Hundred Forty Seven Thousand Three Hundred Fifty Seven Dollars And No Cents (\$2,147,357.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and

resulting from or caused by defective materials of faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 26th day of December, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SIERRA NEVADA CONSTRUCTION, INC.
Principal

By [Signature]
Signature for Principal
CF/Secretary
Title of Signatory

Liberty Mutual Insurance Company
Surety Company

By [Signature]
Signature for Surety

Attorney-In-Fact
Title of Signatory

This bond must be submitted in sets of three, each bearing original signatures. The signature of the Attorney-in-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-in-Fact. (rev20121227)

PAYMENT BOND

BOND NO. 906001356

PREMIUM included in
Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of the County of Sacramento, a political subdivision of the State of California, hereinafter designated as the "Obligee", has on 12/10/2013, awarded to SIERRA NEVADA CONSTRUCTION, INC., hereinafter designated as the "Principal," a contract for the construction of Contract No. 4161 - FRANKLIN BOULEVARD STREETScape IMPROVEMENT PROJECT, FEDERAL AID PROJECT RPSTPLE 5924 (199); and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, the Principal, and Liberty Mutual Insurance Company

as Surety, are held and firmly bound unto the Obligee in the penal sum of Two Million One Hundred Forty Seven Thousand Three Hundred Fifty Seven Dollars And No Cents (\$2,147,357.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

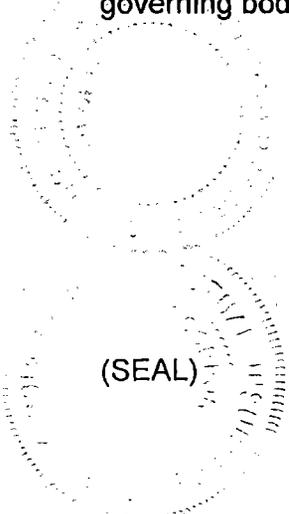
THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or any of its subcontractors shall fail to pay any of the persons named in Section 9100 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 9550 and following of the Civil Code of the State of California, then

said Surety will pay the same in or to an amount not exceeding the amount herein above set forth.

This bond is issued pursuant to Civil Code Sections 9550 through 9566 of the State of California and shall insure to the benefit of any and all persons, companies, and corporation names in Section 9554 of said Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

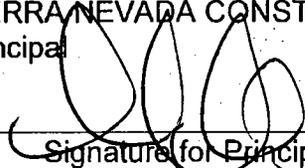
IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 26th day of December, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



SIERRA NEVADA CONSTRUCTION, INC.

Principal

By



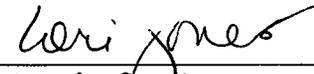
Signature for Principal

CFO/Secretary

Title of Signatory

Liberty Mutual Insurance Company

By



Signature for Surety

Attorney-in-Fact
Title of Signatory

This bond must be submitted in sets of three, each bearing original signatures. The signature of the Attorney-in-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-in-Fact. (rev20121116)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated:

Certificate No. 6093798

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lori Jones; Nicholas D. Rossi; Patricia Owens; Teri L. Wood

all of the city of Reno, state of NV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed; any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of April, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 24th day of April, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of December, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L/P Insurance Services, Inc. dba: ISU-L/P Insurance Services 6275 Neil Road, 3rd Floor Reno NV 89511	CONTACT NAME: Mary Hearron PHONE (A/C No. Ext): (775) 996-6000 E-MAIL ADDRESS: mary.hearron@lpins.net	FAX (A/C No.): (775) 473-9288
	INSURER(S) AFFORDING COVERAGE	
INSURED Sierra Nevada Construction, Inc. ✓ SNC Leasing Company, LLC P O Box 50760 Sparks NV 89435	INSURER A: National Union Fire Ins. Co. <i>AW</i> NAIC # 19445	
	INSURER B: Lexington Insurance Co. <i>AW</i> 19437	
	INSURER C: Zurich American Insurance <i>AW</i> 16535	
	INSURER D: Travelers Property & Casualty <i>AW</i> 25674	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1362811896 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			4522707	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 ✓
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 ✓
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000 ✓
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000 ✓
	<input checked="" type="checkbox"/> BI/PD PER OCCURRENCE DED						GENERAL AGGREGATE \$ 2,000,000 ✓
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000 ✓
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			3275226	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000 ✓
B	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		015681428	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC980606502	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000 ✓
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 ✓
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000 ✓
D	CONTRACTORS EQUIPMENT			QT6605894N830	7/1/2013	7/1/2014	SCHEDULED EQUIPMENT \$5,798,952
	DEDUCTIBLE: \$5,000						LEASED/RENTED \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
re: # 4161 Franklin Boulevard Streetscape Improvement Project
Certificate Holder is named as additional insured per forms CG 20 10 04 13 and CG 20 37 04 13 for general liability and CA 20 48 02 99 for auto liability. Waivers of subrogation applies per forms WC 00 03 13 and WC 04 03 06 attached.

CERTIFICATE HOLDER **CANCELLATION**

County of Sacramento ✓ 9660 Ecology Lane Sacramento, CA 95827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mary Hearron/MARY <i>Mary Hearron</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO	✓
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

*OK with 2037
Rm*

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO	✓

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 3725226 ✓

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 7/1/2013	Countersigned By: <i>Shawna Murphy</i> (Authorized Representative)
Named Insured: Sierra Nevada Construction, Inc. ✓	

SCHEDULE

Name of Person(s) or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT ✓
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2014

Policy No. WC980606502

Endorsement No.

Insured Sierra Nevada Construction Inc.

Insurance Company Zurich American Insurance

Premium \$
Counterigned By

WC 00 03 13
(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization
ALL PERSONS AND/OR
ORGANIZATIONS THAT
ARE REQUIRED BY
WRITTEN CONTRACT OR
AGREEMENT WITH THE
INSURED, EXECUTED
PRIOR TO THE
ACCIDENT OR LOSS,
THAT WAIVER OF
SUBROGATION BE
PROVIDED UNDER THIS
POLICY FOR WORK
PERFORMED BY YOU FOR
THAT PERSON AND/OR
ORGANIZATION

Job Description
ALL CALIFORNIA OPERATIONS

COUNTY OF SACRAMENTO

Department of General Services

Inter-Departmental Correspondence

January 28, 2014

TO: Department of Finance
Auditor - Controller Division
Attn: Peggy Marti

FROM: Contract Desk - DGS
Internal Services

SUBJECT: Contract No. 4161 – FRANKLIN BOULEVARD STREETScape
IMPROVEMENT PROJECT, FEDERAL AID PROJECT RPSTPLE
5924 (199)

Contractor: Sierra Nevada Construction, Inc

Transmitted herewith for your files is the subject:

- [X] Construction contract awarded by the Board of Supervisors on 12/10/13 pursuant to the Public Contract Code.
- [] Construction/Maintenance/Repair contract awarded by Municipal Services on ____/13 pursuant to Sacramento County Code Section 2.61, as permitted by the Public Contract Code.
- [] Escrow agreement by Municipal Services dated ____/13 associated with subject construction contract pursuant to the Public Contract Code.
- [] Change order # __ for construction contract approved by the Board of Supervisors on ____/13 pursuant to the Public Contract Code.
- [] Change order # __ for construction/maintenance/repair contract approved by Municipal Services on ____/13 pursuant to Sacramento County Code Section 2.61, as permitted by the Public Contract Code.
- [] Change bid items # __ for construction/maintenance/repair contract.

RESOLUTION NO. 2016-

Adopted by

Oversight Board for
Redevelopment Agency Successor Agency

September 19, 2016

APPROVE REIMBURSEMENT OF \$2,000,000 TO THE COUNTY OF SACRAMENTO FOR THE CONSTRUCTION OF THE FRANKLIN BOULEVARD STREET IMPROVEMENT PROJECT

BACKGROUND:

- A. The Franklin Boulevard Project Area is a former joint City and County redevelopment area.
- B. The Redevelopment Agencies of the City and County adopted the Franklin Boulevard Implementation Plan and the Urban Design Master Plan to guide development on the Boulevard, to eliminate blight and revitalize Franklin Boulevard.
- C. The Franklin Boulevard Redevelopment Plan calls for the elimination and prevention of blight by the installation and replacement of inadequate public infrastructure and enhanced improvements.
- D. The Franklin Boulevard Street Improvement Project includes the installation of improvements such as new curb, gutter and sidewalk, landscaping adjacent to the sidewalk, landscaped medians, street lights, American with Disabilities Act (ADA) curb ramps, striping modifications, and traffic signals. The Project was included in the Implementation Plan for the Franklin Boulevard Redevelopment Plan.
- E. In April of 2011, the City and County Redevelopment Agencies authorizing the allocation of \$2,000,000 for construction of the Franklin Boulevard Street Improvement Project. The County of Sacramento and the Redevelopment Agency of the County of Sacramento entered into a Memorandum of Agreement wherein the Agency committed to pay the County \$2,000,000 for construction of the Project. However, funding for the project was removed from the Recognized Obligation Payment Schedule (ROPS) 13-14B because Agency and County agreements were not considered “enforceable obligations” pursuant to AB 1X 26, the dissolution law enacted in June of 2011.
- F. Construction of the Franklin Boulevard Street Improvement Project has been completed at a cost of \$2,535,345.05.
- G. Pursuant to Health and Safety Code section 34191.4(b)(2)(C), enacted in September 2015 by Senate Bill 107, a city or county may be reimbursed for

infrastructure costs in connection with a redevelopment project where the city or county contracted with a third party on behalf of the redevelopment agency to implement the project. This provision of the dissolution law allows for 3% interest to be paid from the date of the Agency's funding commitment.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE OVERSIGHT BOARD FOR REDEVELOPMENT AGENCY SUCCESSOR AGENCY RESOLVES AS FOLLOWS:

Section 1. The Oversight Board for the Redevelopment Agency Successor Agency of the City of Sacramento (RASA), which is the entity that manages payment of the debts for the Franklin Blvd Redevelopment Project Area, finds and determines that:

- a) The Franklin Boulevard Street Improvement Project is consistent with the Implementation Plan for the Franklin Blvd Redevelopment Plan and the Project benefits the Franklin Boulevard Redevelopment Project Area by improving inadequate infrastructure through construction of street improvements.
- b) The Memorandum of Agreement between the County of Sacramento and the Redevelopment Agency of the County of Sacramento approved on April 26, 2011, which committed the Agency to pay the County \$2,000,000 for construction of the Project is an enforceable obligation.

Section 2. RASA is authorized and directed to place loan payments, in the cumulative amount of \$2,000,000.00 plus 3% interest from April 26, 2011, to reimburse the County of Sacramento for the Project construction costs in accordance with the dissolution law limitations on the FY 2017-18 Recognized Obligation Payment Schedule (ROPS) and subsequent ROPS until the debt is fully repaid.

Adopted by the Oversight Board for Redevelopment Agency Successor Agency on September 19, 2016 by the following vote:

Yes:

Noes:

Abstain:

Absent:

Chair, Jay Schenirer

Attest:

Shirley Concolino,
Redevelopment Agency Successor Agency Clerk