

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and
between City of Fort Bragg ("Owner") and
Wahlund Construction, Inc., 830 Hilma Drive, Eureka, CA 95503 ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.
The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:*

The Project includes installation of a new Packaged Biological Treatment Facility. Modification of existing clarifiers to equalization basins and the existing trickling filter concrete slabs to biosolids storage. Construct two new pump stations at the treatment plant site for onsite storm water capture and treatment and an additional pump station for influent flows. A new building to house the blowers and a belt filter press. Include all piping and related appurtenances as contained in the Contract Documents.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by HDR Engineering, Inc.
- 3.02 The Owner has retained HDR, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 520 working days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 563 working days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner one thousand five hundred dollars (\$1500) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner one thousand dollars (\$1000) for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work other than Unit Price Work, a lump sum of: **\$15,352,500.00.**
- All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction work to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due as provided in the General Conditions shall bear interest at the maximum legal rate

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 10, inclusive).
 - 2. Performance bond (pages 11 to 14 inclusive).

3. Payment bond (pages 15 to 18 inclusive).
4. Other bonds. N/A
5. General Conditions (section 00700, pages 1 to 65, inclusive, of the Project Manual).
6. Supplementary Conditions (pages 00800-1 to 00800-21, inclusive, of the Project Manual).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 3, inclusive, dated 3/22/18, 3/27/18, and 4/11/18).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 21 to 114, inclusive).
 - b. Davis-Bacon Wage Determinations (pages 115 to 142, inclusive)
 - c. Resolution No. ____-2018 (pages 143 to 144 inclusive)
11. The following which may be delivered or issued on or after the effective date of the contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **May 15, 2018** (which is the Effective Date of the Contract).

OWNER:

CITY OF FORT BRAGG

By: _____

Title: Tabatha Miller, City Manager

Attest: _____

Title: June Lemos, CMC, City Clerk

Address for giving notices:

416 N. Franklin Street
Fort Bragg, CA 9543

CONTRACTOR:

WAHLUND CONSTRUCTION, INC.

By: 

Title: Ken Wahlund, President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Title: Vice President of Operations

Address for giving notices:

830 Hilma Drive
Eureka, CA 95503

License No.: 678993

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

**CERTIFICATE OF
OWNER'S ATTORNEY**

Owner's Name: CITY OF FORT BRAGG

Contractor's Name: WAHLUND CONSTRUCTION, INC.

Contract Work Description: **Wastewater Treatment Plant Upgrade Project, Project No. 2018-01.**

Contract Date: May 15, 2018

I, the undersigned, Russell Hildebrand, the duly authorized and acting legal representative of the City of Fort Bragg do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives ; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions , and provisions thereof. I also am of the opinion that the Contractor's insurance coverage(s) complies with the requirements of the Contract.

(Attorney's Signature)

DATE: _____

AGENCY CONCURRENCE

OWNER Name: CITY OF FORT BRAGG

CONTRACTOR Name: WAHLUND CONSTRUCTION, INC.

CONTRACT Work Description: Wastewater Treatment Plant Upgrade Project, Project No. 2018-01

CONTRACT Date: May 15, 2018

This CONTRACT shall not be effective for USDA funding unless and until concurred with by a delegated representative of USDA Rural Development in accordance with the Letter of Conditions for this project.

As lender and/or grantor of funds to OWNER to defray the costs of this CONTRACT, and not a party to this contract and without liability for any payments thereunder, USDA Rural Development hereby concurs in the form, content, and execution of this CONTRACT.

United States Department of Agriculture
Rural Development

BY: _____

DATE: _____

TITLE: _____

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PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated

obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any

amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract

or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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GENERAL		ARCHITECTURAL	
1.	G01	55.	A01
2.	G02	56.	A02
3.	G03	57.	A03
4.	G04		
5.	G05	PROCESS	
6.	G06	58.	P01
7.	G07	59.	P02
8.	G08	60.	P03
9.	G09	61.	P04
10.	G10	62.	P05
11.	G11		
DEMOLITION		MECHANICAL	
12.	D01	73.	M01
13.	D02	74.	M02
14.	D03		
15.	D04	ELECTRICAL	
16.	D05	75.	E01
17.	D06	76.	E02
18.	D07	77.	E03
19.	D08	78.	E04
		79.	E05
		80.	E06
		81.	E07
		82.	E08
		83.	E09
		84.	E10
		85.	E11
		86.	E12
		87.	E13
			E14
CIVIL		APPENDIX "A" PACKAGE BIOLOGICAL TREATMENT FACILITY	
20.	C01	APPENDIX "A" CONTAINS THIRTY NINE (39) MANUFACTURER'S DRAWINGS	
21.	C02		
22.	C03		
23.	C04		
24.	C05		
25.	C06		
26.	C07		
27.	C08		
28.	C09		
29.	C10		
30.	C11		
31.	C12		
32.	C13		
33.	C14		
34.	C15		
35.	C16		
36.	C17		
37.	C18		
STRUCTURAL			
38.	S01		
39.	S02		
40.	S03		
41.	S04		
42.	S05		
43.	S06		
44.	S07		
45.	S08		
46.	S09		
47.	S10		
48.	S11		
49.	S12		
50.	S13		
51.	S14		
52.	S15		
53.	S16		
54.	S17		
55.	S18		
56.	S19		
57.	S20		
58.	S21		
59.	S22		
60.	S23		
61.	S24		
62.	S25		
63.	S26		
64.	S27		

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BID FORM

Wastewater Treatment Plant Upgrades project

TABLE OF CONTENTS

Article 1 - Bid Recipient

Article 2 - Bidder's Acknowledgments

Article 3 - Bidder's Representations

Article 4 - Bidder's Certification

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Article 6 - Time of Completion

Article 7 - Attachments to Bid

Article 8 - Defined Terms

Article 9 - Bid Submittal

ARTICLE 1 - BID RECIPIENT

- 1.1 This Bid is submitted to:
City of Fort Bragg
416 Franklin Street
Fort Bragg, California 95437
- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.2 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within {15} days after the date of OWNER's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>March 22, 2018</u>
<u>2</u>	<u>March 27, 2018</u>
<u>3</u>	<u>April 11, 2018</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress and performance of the Work, including all American Iron and Steel Requirements.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site- related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.1 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any

undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process.
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made to (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

- 5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item	Description	Amount
1	Sheeting, shoring and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders per Section 6707 of the California Labor Code \$ <u>Twenty thousand</u> (in words)	\$ <u>20,000</u> (in figures)
2	Main Wastewater Treatment Plant work \$ <u>Fifteen million Three Hundred Thirty Two thousand Five Hundred</u> (in words)	\$ <u>15,332,500</u> (in figures)
	TOTAL BASE BID AMOUNT (Sum of Bid items 1, 2) \$ <u>Fifteen million Three Hundred Fifty Two thousand Five Hundred</u> (in words)	\$ <u>15,352,500</u> (in figures)

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

- 6.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7- ATTACHMENTS TO THIS BID

- 7.1 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. Contractor Qualification Statement and references;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. Contractor's License No.

- F. Non-Collusion Affidavit;
- G. Workers Compensation Certification;
- H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions;
- I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tiered Covered Transactions (AD-1048);
- J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grant, and Loans.
- K. Manufacturer's Certification Letter of Compliance with American Iron and Steel Requirements for all equals and substitutes approved by Addenda. (if applicable);
- L. Disadvantaged business Enterprise requirements completed, SWRCB form 4500-3 and 4500-4;
- M. Contractor DIR Registration Number.

ARTICLE 8 - DEFINED TERMS

- 8.1 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

Bidder Name: Wahlund Construction, Inc.

Submittal Date: April 17, 2018

Address for giving notices: 830 Hilma Drive
Eureka, CA 95503

Telephone Number: (707) 268-0150 Fax Number: (707) 268-0137

Contact Name and e-mail address: Ken Wahlund Ken@wahlcon.com

State Contractor's License Number: 678993

Employer's Tax ID No.: 68-0388471

Contractor DIR Registration No.: 1000006404

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

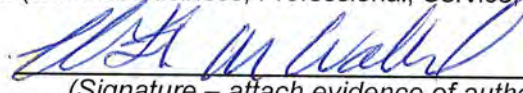
Name (typed or printed): _____

A Corporation

Corporation Name: Wahlund Construction, Inc. (SEAL) 

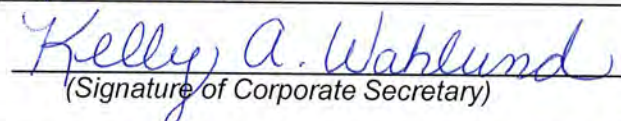
State of Incorporation: CA

Type (General Business, Professional, Service, Limited Liability): General Business

By: 
(Signature – attach evidence of authority to sign)

Name (typed or printed): Kenneth M. Wahlund

Title: President

Attest: 
(Signature of Corporate Secretary)

Date of Qualification to do business in California is 10 / 18 / 1993.

A Joint Venture

Name of Joint Venture Partner: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture partner must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 678993

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 2/15/2018 7:53:11 AM

Business Information

WAHLUND CONSTRUCTION INC
830 HILMA DRIVE
EUREKA, CA 95503
Business Phone Number:(707) 268-0150

Entity Corporation
Issue Date 10/18/1993
Reissue Date 09/17/1996
Expire Date **09/30/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR
C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration)

Certifications

ASB - ASBESTOS (Check DOSH Asbestos Registration)
HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.

Bond Number: 106488942

Bond Amount: \$15,000

Effective Date: 10/05/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual KENNETH MICHAEL WAHLUND certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 09/17/1996

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
WAHLUND CONSTRUCTION, INC.	1000006404	HUMBOLDT	EUREKA	CSLB:678993	Active	06/15/2017	06/30/2018

Printed on: 2/1/2018 7:53:17 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 13160**Legal Business Name:**

WAHLUND CONSTRUCTION INC

Doing Business As (DBA) Name 1:

WAHLUND CONSTRUCTION INC

Doing Business As (DBA) Name 2:**Address:**

830 HILMA DR

EUREKA

CA 95503

Email Address:

ken@wahlcon.com

Business Web Page:**Business Phone Number:**

707.268.0150

Business Fax Number:

707/268-0137

Business Types:

Service

Certification Type	Status	From	To
SB	Approved	05/19/2016	05/31/2018

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at CaleProcure.CA.GOV

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

RESOLUTIONS ADOPTED BY SOLE
DIRECTOR AND SHAREHOLDER
OF
WAHLUND CONSTRUCTION, INC.

The undersigned, being the sole Director and Shareholder, hereby adopts the following resolutions:

(1) RESOLVED, that the following persons be, and they hereby are, elected to the designated offices of the Corporation, to serve until their successors are elected to qualify:

President: KENNETH M. WAHLUND
Vice President: _____
Secretary: KELLY A. WAHLUND
Treasurer: KELLY A. WAHLUND
Chief Financial Officer: KELLY A. WAHLUND

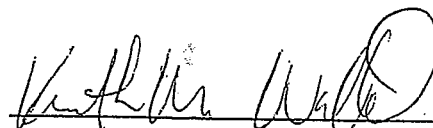
(2) RESOLVED, that all acts taken and resolutions adopted by the Incorporated are, approved, ratified and adopted.

(3) RESOLVED, that the form of seal submitted to this meeting be, and it hereby is, approved and adopted as and for the corporate seal of this Corporation, and that an impression thereof be made on the margin of these minutes.

(4) RESOLVED, that the specimen form of certificate annexed hereto be, and it hereby is, approved and adopted as the certificate representing the shares of this Corporation.

(5) RESOLVED, that the Secretarial Certificate annexed hereto reflecting the banking arrangements of the Corporation be, and hereby is, approved and the resolutions set forth therein adopted.

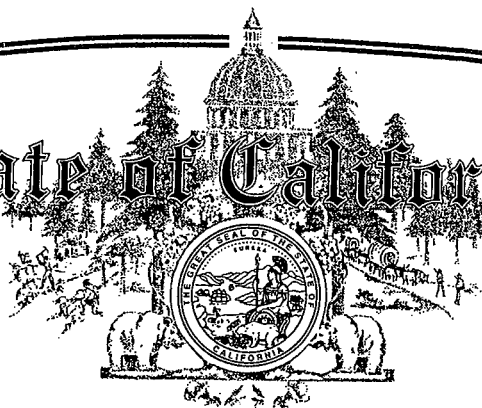
Dated: July 29, 1996



Director and Shareholder
Kenneth M. Wahlund

(Used as
authority to
sign)

State of California



1974307

SECRETARY OF STATE

CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

JUL 18 1996



Bill Jones

Secretary of State

(Public Contract Code Section 7106)

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CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

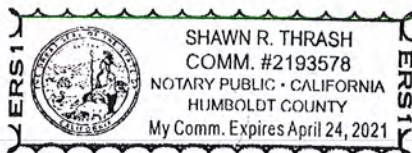
Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Humboldt

Subscribed and sworn to (or affirmed) before me

on this 10th day of April, 2018,
by Date Month Year(1) Kenneth M. Wahlund(and (2) _____),
Name(s) of Signer(s)proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.Signature Shawn R. Thrash
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):
WAHLUND CONSTRUCTION, INC.

830 HILMA DRIVE
EUREKA, CA. 95503

SURETY (Name, and Address of Principal Place of Business):
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ONE TOWER SQUARE
HARTFORD, CT. 06183

OWNER (Name and Address):

CITY OF FORT BRAGG
MUNICIPAL IMPROVEMENT DISTRICT NO. 1
416 NORTH FRANKLIN STREET, FORT BRAGG, CA. 95437
BID

Bid Due Date: APRIL 17TH, 2018

Description (Project Name— Include Location): WASTEWATER TREATMENT PLANT UPGRADES
PROJECT, CITY PROJECT NO. 2018-01

BOND

Bond Number: N/A

Date: APRIL 9TH, 2018

Penal sum FIVE PERCENT OF THE AMOUNT OF THE BID \$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

WAHLUND CONSTRUCTION, INC. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title Project Engineer

SURETY TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

DANIKA L. MOTT

Print Name

ATTORNEY IN FACT

Title

Attest:

Signature

Title COMMERCIAL LINES MANAGER

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable

requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of HUMBOLDT)

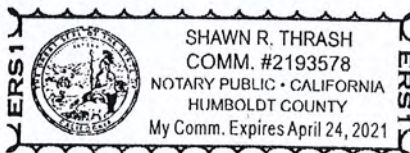
On April 9th, 2018 before me, SHAWN R. THRASH, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared DANIKA L. MOTT
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

230085

Certificate No.

007306123

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Danika L. Mott, Toni Farrar, and Maurice O. Shaw Jr.

of the City of Eureka, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of July, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 26th day of July, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 9TH day of APRIL, 20 18.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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COMPLIANCE STATEMENT
(RD - 400-6)

This statement relates to a proposed contract with Wahland Construction Inc.
to the City of Fort Bliss M.D. #1
(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor. I represent that:

1. I ☒ have, ☐ have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I ☒ have, ☐ have not, filed all compliance reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I ☒ have, ☐ have not, previously had contracts subject to the written affirmative action program requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I ☒ have, ☐ have not, developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS, or RUS, or to the office where the reports are required to be filed.

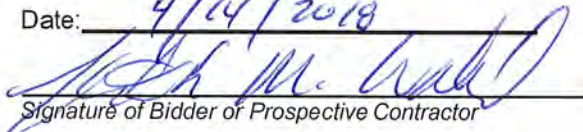
I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS
FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Non-segregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____

4/14/2018

Signature of Bidder or Prospective Contractor

830 Hilma Drive, Eureka, CA 95503
Address (including Zip Code)

U.S. DEPARTMENT OF AGRICULTURE

(AD - 1048)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>Wahlund Construction, Inc.</u>	<u>City of Fort Bragg Wastewater Treatment Plant Upgrades (HDR Project No. 11963-260093-028)</u>
Organization Name	PR/Award Number or Project Name

<u>Kenneth M. Wahlund</u>	<u>President</u>
Name(s) and Title(s) of Authorized Representative(s)	

<u></u>	<u>4/14/2018</u>
Signature(s)	Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS
(1940-Q Exhibit A-1)

The undersigned certifies, 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 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 or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
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 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 or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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.

Kenneth M. Wayford
[Signature]
(Name)

4/14/2018
(Date)

President
(Title)

CONTRACTOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION INSURANCE

State of California

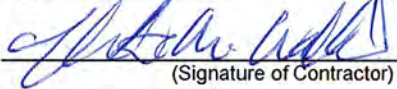
County of Humboldt

I am aware of the provisions of Section 3700 of the 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.

Wahlund Construction, Inc.

(Name of Contractor)

by: Kenneth M. Wahlund



(Signature of Contractor)

Date: 4/14/2018

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LIST OF SUBCONTRACTORS

NOTE: In accordance with Supplementary Condition SC-7.06.A- the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to Subcontractors without prior written approval of the Owner.

Work to be Performed	Percent of Total Contract	Subcontractor's Name and Location of Business	DIR Registration Number
Foundations, Walls, Roof Structures, Slabs (concrete), Misc. concrete walks & stairs	28.28	Sequoia Specialties, Inc. 310 Redmond Rd. Eureka, CA 95503	1000005439
Block Walls for Electrical & Dewatering Buildings	0.56	Steven Joseph Rodriguez (SJR Masonry & Construction) 1580 Camino Way McKinleyville, CA 95519	1000002931
Painting & Coatings	0.41	Jeffco Painting & Coating, Inc. 1260 Railroad Avenue Vallejo, CA 94592	1000001665
Fabrication and Installation	6.1	O & M Industries Inc. 5901 Ericson Way Arcata, CA 95521	1000000183
Electrical	9.93	Fort Bragg Electric, Inc. 489 S. Harrison Street Fort Bragg, CA 95437	1000000561

(Add additional sheets if necessary)

BIDDER: Wahlund Construction, Inc.

Date: 4/16/18

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
SEQUOIA SPECIALTIES INC	1000005439	HUMBOLDT	EUREKA	CSLB:624264	Active	06/15/2017	06/30/2018

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
STEVEN JOSEPH RODRIGUEZ	1000002931	HUMBOLDT	MC KINLEYVILLE	CSLB-417248	Active	06/05/2017	06/30/2018

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
JEFFCO PAINTING & COATING, INC.	1000001665	SOLANO	VALLEJO	CSLB:364702	Active	05/09/2017	06/30/2018

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
O & M INDUSTRIES INC.	1000000183	HUMBOLDT	ARCATA	CSLB:284930	Active	05/04/2017	06/30/2018

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
FORT BRAGG ELECTRIC, INC.	1000000561	MENDOCINO	FORT BRAGG	CSLB:407516 CSLB:391464	Active	05/08/2017	06/30/2018

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SECTION 00490

CONTRACTORS QUALIFICATION STATEMENT AND REFERENCES

1.1 QUALIFICATIONS

- A. The Bidder must demonstrate a minimum of four (4) years experience in projects similar in nature and scope to this project. At least two Key Personnel employed by the Bidder must have completed at least three (3) projects, similar in scope and nature to the project being bid as an employee of the company bidding this project (or as the employee of a similarly qualified company) within the last five (5) years. The Bidder must demonstrate Successful Completion during the last five (5) years of at least one project comparable in nature and scope to this project and one project with a dollar value of at least 60 percent of the value bid for this project. The Bidder must have an employee, to be dedicated to this project, who is experienced in scheduling, with demonstrated ability in employing scheduling techniques similar to those to be used for this project.

1.2 DEFINITIONS

- A. Key Personnel: Defined as individual who will be directly assigned to this project. Includes, but is not limited to, the Owner, the Principals of the Bidder, the Project Manager the Project Superintendent, the Scheduler, the Bidder's Construction Engineer, and Supervisory personnel such as the Foremen who will be directly assigned to this project. Resumes of Key Personnel must be submitted and accepted by the Owner in order for Bidder to receive the Award. (Resumes are not due at bid time.)
- B. Successful Completion: Defined as completion of a project on time, which generally means no more than thirty (30) days later than the original contract time allocated. It also means within budget, which generally means within 5 percent of the original contract price. If there is any project submitted by the Bidder as qualifying, but which does not meet these requirements, in order to be fully responsive the Bidder is required to submit detailed information on that project demonstrating what caused the increases to cost or time. The name and telephone numbers of the Design Engineer and the Client are to be provided for evaluation to determine whether the project may be considered successful. For any project where liquidated damages were assessed, the Bidder will not be considered to have been on time.

1.3 PROJECT EXPERIENCE AND REFERENCES

- A. List three projects of this type recently completed.

Project Description	Owner's Name, Address and Phone Number	Design Engineer's Name, Address and Phone Number	Date Completed	Contract Amount
Bear River Rancheria Wastewater Treatment Plant and Disposal Project Design Build	Bear River Rancheria 266 Keisner Rd Loleta, CA 95551 (707) 733-1900	Bret Rinehart, PE Wahlund Construction 830 Hilma Dr Eureka, CA 95503 (707) 498-3414	8/31/2016	\$4,414,875
Rio Dell Wastewater Treatment Plant Upgrade and Disposal Project	City of Rio Dell 675 Wildwood Ave Rio Dell, CA 95562 (707) 764-3532	Craig Olsen, HDR Engineering 2365 Iron Point Rd Folsom, CA 95630 (916) 817-4700	12/31/2013	\$10,795,285
Ferndale Wastewater Treatment Plant Additions	City of Ferndale 834 Main St Ferndale, CA 95526 (707) 786-4224	Manhard Consulting 9850 Double R Blvd, Suite 101 Reno, NV 89521 (775) 746-3500	1/10/2012	\$8,459,864

END OF SECTION

WAHLUND CONSTRUCTION, INC

A GENERAL ENGINEERING CONTRACTOR

LIC. #678993 A, B, ASBESTOS, HAZMAT

**830 HILMA DRIVE
EUREKA, CA 95503
(707) 268-0150 PHONE
(707) 268-0137 FAX**

Firm Profile

Wahlund Construction, Inc. is a Eureka; California based general engineering and general building contractor with over 35 years of experience including residential, commercial, industrial and municipal construction. Wahlund Construction has been licensed for asbestos and hazardous substances removal since 1993 and has over 25 years of experience in these fields. In recent years Wahlund has specialized in the construction of large water and wastewater improvement projects including numerous successfully completed horizontal direction drilling projects. With a crew of highly skilled union laborers and operators, Wahlund Construction is known throughout the region for attention to detail, high quality work, and a reputation for integrity. Wahlund Construction, Inc. has completed every project it has undertaken on time and has never been assessed liquidated damages on any project. With a design engineer on staff, Wahlund Construction has the value engineering ability that is not typical with other general contractors. Wahlund Construction also has full insurance coverage and has an A, B, Asbestos and Hazmat contractor's license. This covers the owner for every site specific situation that may arise.

Current Bonding Capacity is 20 Million Single and 40 Million Aggregate.

Wahlund Construction Team

Ken Wahlund, Project Superintendent

Mr. Wahlund has over 35 years of general engineering construction experience including residential, commercial, industrial and municipal construction. He has done extensive demolition and asbestos/hazardous materials abatement related construction. He has also been involved in the construction of several large scale wastewater treatment plant upgrades. He has been Project Superintendent for most Wahlund Construction projects including overall Project Superintendent/Manager for joint ventures such as the City of Fortuna Waste Water Treatment Facility and the Crescent City Water Pollution Control Facility. His experience in working with local regulators and with local conditions will expedite both the permitting and completion of this project.

Specific duties and responsibilities include: project superintendent, submittals, coordination with owner, engineers and subcontractors.

Bret Rinehart, PE, Consulting Engineer

Mr. Rinehart is a California Licensed Civil Engineer (License # 70375) with over 12 years of construction and construction management experience. He has a degree in Civil Engineering from the University of Utah. He has specialized in the field of public works construction including water and wastewater treatment and facilities. He has been involved in both the construction and construction management of several water utility and wastewater treatment plant upgrades including the City of Eureka Mad River Parallel Pipeline and the City of Fortuna Waste Water Treatment Facility. He started working with Wahlund Construction in 2007 as the Assistant Project Superintendent for the Crescent City Water Pollution Control Facility project. He was Project Superintendent for the Ferndale WWTP Additions Project, Rio Dell WWTP Upgrade and Disposal Project, and Bear River WWTP and Disposal Design/Build Project. He

was the design engineer of record for the City of Eureka Biosolids Dewatering Design Build Project and Bear River WWTP and Disposal Design/Build Project. He was Project Superintendent for the HBMWD Techite Pipeline Replacement Project.

Specific duties and responsibilities include: project superintendent, project engineer, scheduling, submittals, coordination with owner, engineers and subcontractors, permit compliance, supplementary engineering design.

Ryan Wahlund, PE, Project Engineer

Mr. Wahlund is a California Licensed Mechanical Engineer (License # 37001) with over 8 years of mechanical design experience. He has a Bachelor's degree in Mechanical Engineering from California State University Chico. He has specialized in the field of mechanical design with an emphasis on pump systems. He started working part-time with Wahlund Construction 10 years ago as a summer intern Operating Engineer for the Crescent City Water Pollution Control Facility project. He started working full-time with Wahlund Construction in 2013 and successfully completed the Garberville Drinking Water Improvement Project, Scotia Infrastructure Improvements Project (Phases 1 and 2), and assisted in the design of the Bear River Rancheria Waste Water Treatment Facility Project.

Specific duties and responsibilities include: project engineer, construction management, scheduling, submittals, coordination with owner, engineers and subcontractors, permit compliance, supplementary engineering design, mechanical systems design, pressure testing/flushing calculations, stress calculations, drafting.

Robert Crittenden, Project Manager/Estimator

Mr. Crittenden has 27 years of heavy civil construction and 10 years of building construction experience. He has a degree in Construction Management from the Fresno State University. He has extensive experience in the field of construction management, supervision, estimating, and has experience in residential, commercial, municipal construction and building demolition. He is an instructor at College of the Redwoods, teaching residential building estimating. He has done extensive underground, earthwork, and public utility related construction

Specific duties and responsibilities include: project management, scheduling, submittals, coordination with owner, engineers and subcontractors, permit compliance.

Curtis Seely, Superintendent/Foreman

Mr. Seely has extensive experience in underground, pipeline, HDD drilling and earthwork construction. He has been with Wahlund Construction for the past 15 years and has worked on all of Wahlund's large scale construction projects.

Specific duties and responsibilities include: Superintendent for Wahlund Construction crew, equipment operation, HDD drill rig operator, coordination with subcontractors, implementation of project plans, specifications, and permit conditions.

General Information

- a. Firm Name: Wahlund Construction, Inc.
- b. Corporate Address: 830 Hilma Drive, Eureka, CA 95503
- c. Primary Contact: Kenneth M. Wahlund
Cell: 707-845-0990
Office: 707-268-0150
Fax: 707-268-0137
Ken@wahlcon.com
- d. Website: None
- e. Federal Tax ID No. 68-0388471
- f. Number of Years in Business: 25 years
- g. Type of Organization: Corporation
- h. Date of Organization: October 13, 1993
- i. Business location: 830 Hilma Drive, Eureka, California 95503
- j. Name and date of predecessor organization: None
- k. Contractor Licensure: License # 678993 A, B, Asbestos, Hazmat
- l. Number and type of professionals: Ken Wahlund, Owner, Contractor License #678993
Bret Rinehart, PE, RCE # 70375
Ryan Wahlund, PE, RME # 37001
- m. List of Completed Projects: See following pages.

Completed Projects

2015-2016

Project Name: Bear River Band of the Rohnerville Rancheria Wastewater Treatment Plant and Disposal Project Design Build

Project Location: Loleta, CA



Description of Project:

Design and construction of a new 120,000 gpd wastewater treatment plant and disposal field. Project includes installation of a JWC Grinder, Westech Drum Screen, AeroMod Biological Treatment System, Westech Disc Filter, Wedeco UV Disinfection System, concrete tank, metal building, site work and complete electrical and control system.

Time Frame to Complete Project: 500 days

Contract Value of Project: \$4,075,500

Wahlund Key Personnel: Bret Rinehart

2013 – 2014

Project Name: Humboldt Bay Municipal Water District Techite Pipeline Replacement Project

Project Location: Samoa, CA



Description of Project:

Project consists of construction of 11,000 linear feet of 20-inch, 4,400 linear feet of 12-inch, and 130 linear feet of 6-inch PVC water main with all service connections, fittings, paving, and earthwork to replace the existing Techite water main.

Time Frame to Complete Project: 180 days

Contract Value of Project: \$2,889,892

Wahlund Key Personnel: Bret Rinehart

2013-2014

Project Name: Garberville Sanitary District Drinking Water Improvement Project

Project Location: Garberville, CA



Description of Project:

This \$2.3 million project involved the construction of a new surface water treatment facility including Loprest filter system; metal building; bolted steel backwash tank; and extensive modifications to the raw water intake, raw and finished water pipelines, and PLC controls; and site work.

Time Frame to Complete Project: 335 days

Contract Value of Project: \$2,313,609

Wahlund Key Personnel: Bret Rinehart, Ryan Wahlund

2013 – 2014

Project Name: City of Eureka Biosolids Dewatering Design Build Project

Project Location: City of Eureka WWTP, Eureka, CA



Description of Project:

Wahlund Construction, Inc. in partnership with Andritz Separation Inc. provided design build services for the City of Eureka Biosolids Dewatering Project Phase II. Project included the design and construction of a turnkey dewatering system including an Andritz D5LX Decanter Centrifuge, Franklin Miller Grinder, Seepex Sludge Pump, Velodyne Polymer Unit and JMS Shaftless Screw Conveyor.

Time Frame to Complete Project: 295 days

Contract Value of Project: \$869,000

Wahlund Key Personnel: Bret Rinehart

2013 – 2014

Project Name: Martin Slough Force Main Drill and Trenching Project

Project Location: Eureka, CA

Description of Project:

Project consists of construction of 2,150 linear feet of 26" HDPE Force Main pipeline via horizontal directional drilling and 2,200 linear feet 26" HDPE Force Main pipeline via open cut trenching. The trenching portion of this project includes several streambed crossings, air relief valve installations, patch paving, revegetation, dewatering, and several tie-ins at the Eureka WWTP.

Wahlund Construction started this project as a subcontractor. However, the original company that won the bid for this project walked away after claiming the soils were not drillable. Wahlund Construction then worked with the City of Eureka to come up with viable solutions and took over as the general contractor for the project and completed it on schedule.



Time Frame to Complete Project: 300 days

Contract Value of Project: \$8,956,941.00

Wahlund Key Personnel: Ken Wahlund

2012 – 2013

Project Name: Rio Dell Wastewater Treatment Plant Upgrade and Disposal Project

Project Location: 475 Hilltop Drive, Rio Dell, CA. 95562



Description of Project:

Project consists of construction of wastewater treatment plant upgrades including new biological treatment facility, upgrade of existing facilities, complete new electrical system, approximately 12,000 linear feet of 14-inch diameter effluent pipeline and effluent disposal area. Project is subject to a California Environmental Quality Act - Environmental Impact Report and includes numerous mitigation measures covering biological resources, cultural resources, and hydrology/water quality. Pre-construction surveys were completed to locate sensitive nesting birds and construction postponed until cleared by a qualified biologist. Project is located on the banks of the Eel River highlighting the need for compliance with stormwater best management practices.

Time Frame to Complete Project: 540 days

Contract Value of Project: \$10,660,960.11

Owner: City of Ferndale, CA

Owner Contact:

Jay Parrish
Telephone: (707) 786-4224

Architect or Engineer Name: HDR Engineering

Architect or Engineer Contact:

Craig Olsen
2365 Iron Point Rd
Folsom, CA 95630
(916) 817-4700

Wahlund Key Personnel: Bret Rinehart

2012 – 2013

Project Name: City of Fortuna - Stewart Street Reservoir Replacement Project

Project Location: 1121 Stewart Street, Fortuna, CA 95540

Description of Project:

This project is split into two phases. Phase one included reconstruction of a booster pump station and piping, transmission piping and ties to existing piping, new distribution piping and services, including installation of new piping by horizontal directional drilling. Phase two, currently underway, consists of demolition of two existing covered 500,000-gallon reservoirs, excavation of the site to lower the base elevation for the new reservoir, construction of the foundation for the new reservoir, installation of a 2-million-gallon concrete water reservoir which includes rerouting of the on-site piping to connect the new concrete tank to the existing distribution system and installing transmission piping and ties to existing piping.

Time Frame to Complete Project: 318 days

Contract Value of Project: \$4,150,017.20

Owner:

City of Ferndale, CA

Owner Contact:

Jay Parrish
Telephone: (707) 786-4224

Architect or Engineer Name:

Manhard Consulting

Architect or Engineer Contact:

Kent M. Hanford
Telephone: (775) 332-4808

Wahlund Key Personnel: Ken Wahlund

2012

Project Name: City of Arcata Sewer Rehabilitation & Improvements

Project Location: Crescent & Bayside, Arcata, CA

Description of Project: Work consists of digging and replacing of 2,000 linear feet of existing sewer pipe, upsizing 1,200 linear feet of vitrified clay pipe from 8-inch to 12-inch class 300 HDPE pipe using pipe burst methods, replace 40 each sewer laterals and cleanouts, remove and replace 5 each sewer manholes, install 4 each new sewer manholes and all incidental work to complete construction work in place.

Time Frame to Complete Project: 30 Days

Contract Value of Project: \$629,490.00

Wahlund Key Personnel: Curtis Seely

2012

Project Name: Table Bluff Landfill System Upgrades

Project Location: Table Bluff Closed Landfill

Description of Project: Work is on a Time and material agreement to provide labor, equipment, and materials for installation of 1,500-gallon precast concrete septic tank at the Table Bluff Closed Landfill. Install one new emergency overflow pipe for the concrete tank and rock slope protection at the emergency overflow pipe outfall location. Install one new inflow pipe from existing sump to new concrete tank and abandon existing emergency overflow pipe from existing sump. Install one new outflow pipe from the concrete tank to be connected to the existing sump distribution piping to the leach field. Grade and install concrete pads for a backup generator and a propane tank (generator and propane tank will be supplied and installed by others). Excavate and backfill trench for installation of gas line from backup generator pad to propane tank pad (gas line to be installed by others).

Time Frame to Complete Project:

Contract Value of Project: T&M

Wahlund Key Personnel: Bob Crittenden

2010 – 2012

Project Name:

Ferndale Wastewater Treatment Plant Additions

Project Location:
606 Port Kenyon Road
Ferndale, CA 95536



Description of Project:

The Ferndale Wastewater Treatment Plant Additions project involved the construction of a new 0.95 mgd wastewater treatment facility for the City of Ferndale. Project included construction of an influent pump station, headworks with mechanical bar screen, aeration/clarification/digestion treatment system, disc filters, UV disinfection facilities, belt filter press, and effluent pump station. Project also included extensive underground utilities, site work, a wetlands mitigation area and site pre-loading for soil consolidation. Wetlands mitigation included construction of a 1-acre wetland complete with hummocks, wetland species planting, and reclaimed water irrigation. During the project Wahlund Construction assisted the County of Humboldt with instream excavation and modifications to Francis Creek under an emergency permit. Flooding of the project site and Port Kenyon Road was alleviated and excavated soils were used in the construction of the wetlands mitigation. Project started August 2010 and was completed January 2012.

Initial Contract Value (at time of bid award): \$8,265,088.00

Wahlund Construction's Contract Value: \$7,397,088.00

Total Value of Construction (including change orders): \$8,459,864.51

Wahlund Construction's Total Value (including change orders): \$7,513,045.51

Original Scheduled Completion Date: November 1, 2011

Time Extensions Granted (number of days): 41

Actual Date of Completion: January 10, 2012

Owner:

City of Ferndale, CA

Owner Contact:

Jay Parrish

Telephone: (707) 786-4224

Architect or Engineer Name:

Manhard Consulting

Architect or Engineer Contact:

Kent M. Hanford

Telephone: (775) 332-4808

Construction Manager:

Kent M. Hanford

Telephone: (775) 332-4808

Wahlund Key Personnel: Bret Rinehart, Curtis Seely

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2011 – 2012

Project Name:

Arcata-Eureka Airport Runway 14 Bluff Stabilization Improvements

Contract No. 919265;
Project No.:FAA AIP-3-06-0010-39

Project Location:

Arcata-Eureka Airport
McKinleyville, CA



Description of Project:

The work required for the Runway 14 Bluff Stabilization Improvements included stabilizing the bluff adjacent to Runway 14 to meet safety area criteria. The stabilization measures included full height mechanically stabilized earth (MSE) walls in two locations. The existing cut slope was shored using grouted nails. Grading of the Runway Safety Area, drainage improvements and relocation of the perimeter security fence was also elements of work.

Initial Contract Value (at time of bid award): \$1,390,080.00

Total Value of Construction (including change orders): \$1,542,472.17

Original Scheduled Completion Date: Nov 22, 2011

Time Extensions Granted (number of days): 60

Actual Date of Completion: January 21, 2012

Owner:

County of Humboldt

Owner Contact:

Tyler Holmes
Humboldt County of Public Works
Telephone: (707) 445-7652

Architect or Engineer Name:

Jeff Leonard

Mead & Hunt, Inc.

Telephone: (707) 526-5010

Construction Manager:

Jeff Smith

Lenders Construction Services

Telephone: (707) 440-9098

Wahlund Key Personnel: Bob Crittenden, Ken Wahlund

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2010 – 2011

Project Name:

Ramey Pump Station Improvements

Project Location:

McKinleyville, CA

Description of Project:

The Ramey Pump Station Project involved the installation of two new Vertical Turbine Pumps and related manifolds and necessary tie-ins. This project also included electrical upgrades, control building upgrades, Chlorination System, and general site-work modifications.

Initial Contract Value (at time of bid award): \$ 864,468.00

Total Value of Construction (including change orders): \$886,039.07

Original Scheduled Completion Date: February 10, 2011

Time Extensions Granted (number of days): 30

Actual Date of Completion: March 10, 2011

Owner:

McKinleyville Community Services District (MCSD)

Owner Contact:

Greg Orsini

Telephone: (707) 839-3251

Architect or Engineer Name:

Winzler & Kelly

Architect or Engineer Contact:

Patrick Kaspari

Telephone: (707) 443-8326

Construction Manager:

Patrick Kaspari

Telephone: (707) 443-8326

Wahlund Key Personnel: Curtis Seely

Note: There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2009 – 2010**Project Name:**

Humboldt Bay Repowering Project

Project Location:

King Salmon, Eureka, Humboldt County, CA



Long reach excavation, backfill and grading.

Description of Project:

Intricate grading and excavating combined with pipeline, mass shoring and dewatering, underground utility and storm drain vaults and large cast-in-place concrete diversion structures.

Initial Contract Value (at time of bid award): \$4 million

Total Value of Construction (including change orders): \$4.3 million

Original Scheduled Completion Date: May 2010

Time Extensions Granted (number of days): 0

Actual Date of Completion: April 2010

Owner: Pacific Gas & Electric

Owner Contact:

Arthur Borchardt

Telephone: (707) 342-8712

Joseph Curran

Telephone: (415) 973-1946

Dena Parrish, Compliance Manager

Telephone: (707) 444-6568

Architect or Engineer Name:

Wartsila North America, Inc.

Architect or Engineer Contact:

William F. Riedel, Site Manager HBRP

Telephone: (281) 460-8576

Construction Manager:

Chris Szolomayer, Haskell Corporation

Telephone: (360) 734-1200

Dan King

Telephone: (360) 303-8716

Wahlund Key Personnel: Ken Wahlund

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2009 – 2011

Project Name:

Loleta Water System Improvements Project

Project Location:

Loleta, CA

Description of Project:

This project consisted of construction of a new public water supply well including drilling 200 feet of hole to 16 inches in diameter, installation of 160 feet of 10-inch PVC casing, installation of 40 feet of PVC screen, installation of 150 feet of gravel pack, installation of 50 feet of sanitary seal, installation of gravel feed tube, preliminary well development by air lift swabbing, well development by pumping and surging, pump testing well, television survey of well, and installing new well pump; construction of a new water main, including installation of 420 linear feet of 4-inch HDPE by directional drilling, installation of 1,340 linear feet of 4-inch PVC, installation of 212 linear feet of 6-inch PVC, installation of one 1-inch air/vacuum release valve assembly, installation of one 2-inch blowoff assembly, installation of one fire hydrant assembly, and connection to existing 8-inch PVC; construction of a new water treatment facility, including construction of light framed wood structure building, installation of two 70 gpm filter tanks, installation of chlorine contact tank, installation of backwash water storage tank, new sanitary sewer service, new water service, and site work;

Initial Contract Value: \$939,805.00

Total Value of Construction (including change orders): \$906,487.84

Original Scheduled Completion Date: April 20, 2010

Time Extensions Granted (number of days): 277

Actual Date of Completion: 1/21/2011

Owner:

Loleta Community Service District

Owner Contact:

Markus Drumm

Telephone: (707) 733-1717

Architect or Engineer Name:

Greg Hall

Oscar Larson & Associates

Telephone: (707) 445-2043

Construction Manager:

John DeBoice

Oscar Larson & Associates

Telephone: (707) 445-2043

Wahlund Key Personnel: Curtis Seely

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2011 – 2012

Project Name:

Smith River Rancheria Water Infrastructure-Wastewater Collection System Extension

Project Location:

350 North Indian Road
Smith River, CA 95567

Description of Project:

The work consisted of the installation of 3,910 linear feet of 8 inch gravity sewer, 1,740 linear feet of 6 inch gravity sewer, 635 linear feet of 4 inch gravity sewer, 3,340 linear feet of 3 inch sanitary sewer force-main, 200 linear feet of 8 inch jack and bore casing under HWY 101, 61 sanitary sewer laterals, 20 4-foot diameter sanitary sewer manholes, eight (8) checkouts, three (3) sewer lift stations, electrical and conduit installation to support each lift station, SCADA development, miscellaneous appurtenances, survey and AC paving.

Initial Contract Value (at time of bid award): \$1,288,000.00

Total Value of Construction (including change orders): \$1,493,200.00

Original Scheduled Completion Date: July 30, 2012

Actual Date of Completion: July 3, 2012

Owner:

Smith River Rancheria

Owner Contact:

Brad Cass Telephone: (707) 218-7504

Architect or Engineer Name:

Laco & Associates

Architect or Engineer Contact:

Benjamin W. Dolf, E.I.T.
Telephone: (707) 443 5054

Construction Manager:

Brad Cass Telephone: (707) 218-7504

Wahlund Key Personnel: Ken Wahlund, Curtis Seely

Note: There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner

2008 – 2010

Project Name:

Smith River Rancheria Wastewater Treatment Plant and Disposal System.

Project Location:

350 North Indian Road
Smith River, CA 95567



Description of Project:

The Smith River Rancheria Wastewater Treatment Facility is an efficient, effective project developed in partnership between the Tolowa People and the North Coast Regional Water Quality Control Board. Designed to provide high quality treatment, as the Tribe's facilities grow, the project provided a cost-effective and scale-able solution to what had been a public health and environmental problem. The project involved the construction of a new wastewater treatment system and concrete tanks. This project also included a 1,600 square foot treatment building, a large leach field as well as two miles of pressure sewer boring by Wahlund Construction. The project was a Design Build project completed by both Wahlund and Winzler & Kelly.

Initial Contract Value (at time of bid award): \$2,350,521.80

Total Value of Construction (including change orders): \$2,647,387.80

Original Scheduled Completion Date: February 20, 2010

Time Extensions Granted (number of days): 0

Actual Date of Completion: January 15, 2010

Owner:

Smith River Rancheria

Owner Contact:

Brad Cass

Telephone: (707) 218-7504

Architect or Engineer Name:

Winzler & Kelly

Architect or Engineer Contact:

Neal Carnam

Telephone: (707) 443-8326

Construction Manager:

Brad Cass

Telephone: (707) 218-7504

Wahlund Key Personnel: Ken Wahlund, Curtis Seely

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2011 – 2012

Project Name:

Summer Park Apartments – Sewer & Storm Drain Systems
Seven apartment buildings, community building and garage

Project Location:

1500 Summer Park Court
Crescent City, CA 95531

Description of Project:

This project consisted of installing approximately 1,000 Linear Feet of 6” Sewer Main, Sewer Manholes as well as several sewer laterals, and over 1,600 linear feet of 8” – 36” N12 ADS HDPE Storm Drain pipe.

Initial Contract Value: \$255,000.00

Total Value of Construction (including change orders): \$268,143.61

Original Scheduled Completion Date: June 2011

Time Extensions Granted (number of days): 0

Actual Date of Completion: June 4, 2012

Owner:

Summer Park Apartment Investors, L.P.

Owner Contact:

John Cicerone
Telephone: (916) 446-4040

Architect or Engineer Name:

Bruce Keith
Telephone: (66) 322-2061

Construction Manager:

Jason Prikard
Telephone: (916) 446-4040

Wahlund Key Personnel: Curtis Seely

Note: There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2011 – 2012

Project Name:

Summer Park Apartments – Water Systems
Seven apartment buildings, community building and garage

Project Location:

1500 Summer Park Court
Crescent City, CA 95531

Description of Project:

This project consisted of installing over 450 linear feet of 12" water main, gate valves, fire hydrants, 4" domestic water line, backflow preventers, ARV's & BOV's, water tie-ins as well as raising valves and pressure testing.

Initial Contract Value: \$214,501.00

Total Value of Construction (including change orders): \$210,909.17

Original Scheduled Completion Date: May 2012

Time Extensions Granted (number of days): 0

Actual Date of Completion: May 31, 2012

Owner:

Summer Park Apartment Investors, L.P.

Owner Contact:

John Cicerone
Telephone: (916) 446-4040

Architect or Engineer Name:

Bruce Keith
Telephone: (66) 322-2061

Construction Manager:

Jason Prikard

Telephone: (916) 446-4040

Wahlund Key Personnel: Curtis Seely

Note: There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2011 – 2012

Project Name:

Summer Park Apartments – Dry Utilities
Seven apartment buildings, community building and garage

Project Location:

1500 Summer Park Court
Crescent City, CA 95531

Description of Project:

This project consisted of trenching and overseeing the installation of all dry utilities including electrical, cable, phone, and fire systems. Also responsible for setting all required vaults & utility boxes.

Initial Contract Value: \$75,000.00

Total Value of Construction (including change orders): \$75,000.00

Original Scheduled Completion Date: January 2012

Time Extensions Granted (number of days): 0

Actual Date of Completion: January 26, 2012

Owner:

Summer Park Apartment Investors, L.P.

Owner Contact:

John Cicerone
Telephone: (916) 446-4040

Architect or Engineer Name:

Bruce Keith
Telephone: (66) 322-2061

Construction Manager:

Jason Prikard
Telephone: (916) 446-4040

Wahlund Key Personnel: Curtis Seely

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2007

Project Name:

Rocky Gulch Creek Culvert Replacement Phase 1 & 2

Project Location:

Rocky Gulch Creek, Arcata, CA



Assembly of arch culvert (Phase 1).



Restored stream channel (Phase 2).

In 2007, Wahlund Construction replaced several culverts on Rocky Gulch Creek near Eureka, CA with a bridge and aluminum box culvert. Phase 1 involved traffic control, road closure, a pumped bypass of the creek, removal of two existing culverts and installation of a 16' wide x 56' long aluminum box culvert. Phase 2 involved in stream restoration of the stream channel and replacement of an existing driveway culvert with a prefabricated bridge. Intent of the project was to improve passage for anadromous fish such as the endangered Coho salmon. Construction was limited to the summer dry season, from June 15 to November 1, or the first rainfall. Project was funded by the California Coastal Conservancy's Humboldt Fish Passage Improvement Program. Both projects were completed in Summer 2007 and opened 2.7 miles of habitat.

Initial Contract Value (at time of bid award):

\$145,660 (Phase 1), \$92,000 (Phase 2)

Total Value of Construction (including change orders):

\$145,660 (Phase 1), \$92,000 (Phase 2)

Original Scheduled Completion Date: 08/2007 (Phase 1), 11/2007 (Phase 2)

Time Extensions Granted (number of days): 0

Actual Date of Completion: 08/2007 (Phase 1), 11/2007 (Phase 2)

Owner: County of Humboldt

Owner Contact:

Tony Seghetti, County of Humboldt (Phase 1)
Telephone: (707) 445-7448

Architect or Engineer Name:

McBain & Trush

Architect or Engineer Contact:

Jeff Anderson, McBain & Trush
Telephone: (707) 826-7794

Construction Manager:

Jeff Anderson, McBain & Trush
Telephone: (707) 826-7794

Wahlund Key Personnel: Curtis Seely, Ken Wahlund

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2007 – 2011

Project Name:

City of Crescent City Water Pollution Control Facilities Improvement Project

Project Location:

Crescent City, Del Norte County, CA



MBR Building and Tank Excavation at Crescent City WPCF.



Description of Project:

In 2007, a joint venture of Wahlund Construction, Sequoia Construction Specialties, and O&M Industries began construction of a complete remodel and upgrade of the existing water pollution control facilities in Crescent City, CA. Project was completed on May 3, 2011 and remained under budget and on schedule. Central to the project is the construction and installation of a 1.2 million gallon per day Siemens Membrane Bioreactor (MBR) package and associated tanks and facilities. Project included construction of new laboratory, operations, dewatering, MBR buildings and rehabilitation of existing digesters, primary and secondary clarifiers. Project also

included extensive underground utilities and electrical and complete renewal of all site work, paving and landscaping.

Initial Contract Value (at time of bid award): \$37.2 million.

Wahlund Construction's Contract Value: \$14,893,360.00

Total Value of Construction (including change orders): \$37,601,542.00

Wahlund Construction's Total Value (including change orders): \$14,771,327.53

Original Scheduled Completion Date: Dec. 2010

Time Extensions Granted (number of days): 140

Actual Date of Completion: May 3, 2011

Owner:

City of Crescent City

Owner Contact:

Jim Barnts, Director of Public Works

Telephone: (707) 464-9506

Or: (707) 218-6678

Architect or Engineer Name:

Brown & Caldwell/Kennedy Jenks

Architect or Engineer Contact:

Ron Walz

Telephone: (541) 338-8135

Construction Manager:

Ward Stover (Stover Engineering)

Telephone: (707)-465-6742

Wahlund Key Personnel: Bret Rinehart, Ken Wahlund

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2004 – 2007

Project Name:

City of Fortuna Waste Water Treatment Facility 2004 Expansion

Project Location:

Fortuna, Humboldt County, CA



Interior view of new Digester Building.



Installation of floating cover for anaerobic digester.



Description of Project:

In 2005, a joint venture of Wahlund Construction and Sequoia Construction Specialties began construction of extensive upgrades to the existing waste water treatment facility in Fortuna, CA. Project included construction of dewatering and composting facilities, anaerobic digester, cogeneration engine, secondary clarifier, headworks upgrades and other modifications. A new metal building was constructed to house the composting facilities and new CMU buildings were constructed for the operations and digester buildings. Project also included extensive

underground utilities, electrical, site work, and paving. This upgrade increased capacity of the existing treatment facility with emphasis on sludge handling and composting. Project was completed in 2007 with a final construction cost of \$11.2 million.

Initial Contract Value (at time of bid award):

Total Value of Construction (including change orders): \$11.2 million

Original Scheduled Completion Date: 2007

Time Extensions Granted (number of days):

Actual Date of Completion: 2007

Owner: City of Fortuna

Owner Contact: Duane Rigge, City Manager
Telephone: (707) 725-7600

Architect or Engineer Name:
Eco-Logic Engineering

Architect or Engineer Contact:
Eric Bolstad
Telephone: (916) 773-8100

Construction Manager:
John DeBoice (Oscar Larson & Associates)
Telephone: (707) 445-2043

Wahlund Key Personnel: Ken Wahlund

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2006 – 2007

Project:

Prairie Creek Redwoods State Park Public Use Improvements

Project Location:

Prairie Creek State Park



New septic tank at Prairie Creek Redwoods S.P.



Completed leach field at Prairie Creek.

Project Description:

This project consisted of 2 new restroom facilities, new entrance station, new electrical service through 5,000' of directional boring, 3 new leach fields and associated sitework. Wahlund Construction was a subcontractor and was responsible for the leach fields and underground piping. All work was done in an environmentally, cultural and archeologically sensitive area. Species of concern included the threatened Marbled Murrelet and Pacific Giant Salamander. Construction halted during the summer months for Marbled Murrelet mating season. Yurok Tribe members observed all excavations during the project to protect cultural and archeological resources. Project was completed September 2007 with a final contract amount of \$1,800,971.

Initial Contract Value (at time of bid award): \$671,000.00

Total Value of Construction (including change orders): \$681,507.40

Original Scheduled Completion Date:

Time Extensions Granted (number of days): 0

Actual Date of Completion:

Owner: State of California

Owner Contact:

Gary Smith, State Park Rep.
Telephone: (916) 445-8745

Wahlund Key Personnel: Curtis Seely

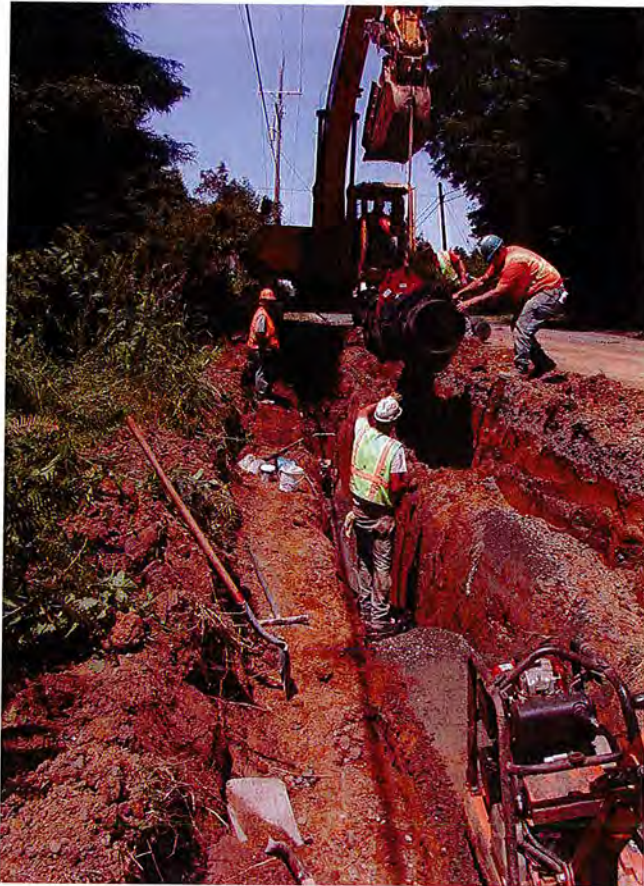
2004

Project Name:

City of Eureka Mad River Parallel Pipeline Project

Project Location:

Eureka, Humboldt County, CA



Installation of 18" water main in county road right-of-way.

Project Description:

As part of a multi-phase parallel pipeline project, Wahlund Construction installed 5,600 feet of 18" ductile iron water main paralleling the existing pipeline supplying water to the City of Eureka. The pipeline followed Myrtle Avenue and Old Arcata Road in Indianola. Construction involved extensive traffic control, tie-ins to the existing pipeline at three locations, replacement of multiple service lines and installation of fire hydrants. Construction started May 2004 and was complete August 2004 with a final construction cost of \$1.129 Million.

Initial Contract Value (at time of bid award): \$1 Million

Total Value of Construction (including change orders): \$1.129 Million

Original Scheduled Completion Date: August 2004

Time Extensions Granted (number of days): 0

Actual Date of Completion: August 2004

Owner:

City of Eureka

Owner Contact:

Kurt Gierlich, P.E., City Engineer

Telephone: (707) 441-4194

Architect or Engineer Name:

Oscar Larson & Associates

Architect or Engineer Contact:

John DeBoice (Oscar Larson & Associates)

Telephone: (707) 445-2043

Construction Manager:

John DeBoice

Telephone: (707) 445-2043

Wahlund Key Personnel: Curtis Seely, Ken Wahlund

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2002

Richardson Grove State Park Water System

Wahlund Construction installed a new water system for Richardson Grove State Park. Project included new buried water distribution system and appurtenances. Project included working around ecologically sensitive habitats, old growth Redwood and included special constraints to protect Spotted Owls.

Date Completed: 11/2002

Contract Amount: \$331,000

2002

Standish Hickey State Park Water System

Wahlund Construction installed a new water system for Standish Hickey State Park. Project included new buried water distribution system and appurtenances. Project included working around ecologically sensitive habitats, old growth Redwood and included special constraints to protect Spotted Owls.

Date Completed: 08/2002

Contract Amount: \$283,000

Numerous Other Private, Commercial, Industrial and Municipal Projects

Wahlund Construction has worked on numerous other private, commercial, industrial and municipal projects including water, sewer, roads, earthwork, storm drainage, hazmat, asbestos removal, demolition and more.

Disadvantaged Business Enterprise Requirements

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California State Water Resources Control Board
Division of Financial Assistance
1001 I Street • Sacramento, California 95814 • (916) 341-5700 FAX (916) 341-5707
Mailing Address: P. O. Box 944212 • Sacramento, California • 94244-2120
Internet Address: <http://www.waterboards.ca.gov>

Guidelines for Meeting the California State Revolving Fund (CASRF) Programs (Clean Water and Drinking Water SRF) Disadvantaged Business Enterprise Requirements

The Disadvantaged Business Enterprise (DBE) Program is an outreach, education, and objectives program designed to increase the participation of DBEs in the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) Programs.

How to Achieve the Purpose of the Program

Recipients of CWSRF/DWSRF financing that are subject to the DBE requirements (recipients) are required to seek, and are encouraged to use, DBEs for their procurement needs. Recipients should award a "fair share" of sub-agreements to DBEs. This applies to all sub-agreements for equipment, supplies, construction, and services.

The key functional components of the DBE Program are as follows:

- Fair Share Objectives
- DBE Certification
- Six Good Faith Efforts
- Contract Administration Requirements
- DBE Reporting

Disadvantaged Business Enterprises are:

- Entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- Minority Business Enterprise (MBE) - entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively;
- Women Business Enterprise (WBE) - entities that are at least 51% owned and/or controlled by women;
- Small Business Enterprise (SBE);
- Small Business in a Rural Area (SBRA);
- Labor Surplus Area Firm (LSAF); or
- Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

Certifying DBE Firms:

Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the CASRF recipient proof of DBE certification. Certifications will be accepted from the following:

- The U.S. Environmental Protection Agency (USEPA)
- The Small Business Administration (SBA)
- The Department of Transportation's State implemented DBE Certification Program (with U.S. citizenship)
- Tribal, State and Local governments
- Independent private organization certifications

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

Six Good Faith Efforts (GFE)

All CWSRF/DWSRF financing recipients are required to complete and ensure that the prime contractor complies with the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the bid opening date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services of the SBA **and/or** Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The forms listed in the table below and attached to these guidelines; must be completed and submitted with the GFE:

FORM NUMBER	FORM NAME	REQUIREMENT	PROVIDED BY	COMPLETED BY	SUBMITTED TO
SWRCB Form 4500-2 or EPA Form	DBE Sub-Contractor Participation Form	As Needed to Report Issues	Recipient	Sub-contractor	EPA DBE Coordinator
SWRCB Form 4500-3 or EPA Form	DBE Sub-Contractor Performance Form	Include with Bid or Proposal Package	Prime Contractor	Sub-Contractor	SWRCB by Recipient
SWRCB Form 4500-4 or EPA Form	DBE Sub-Contractor Utilization Form	Include with Bid or Proposal Package	Recipient	Prime Contractor	SWRCB by Recipient

The completed forms must be submitted with each Bid or Proposal. The recipient shall review the bidder's documents closely to determine that the GFE was performed **prior** to bid or proposal opening date. Failure to complete the GFE and to substantiate completion of the GFE before the bid opening date could jeopardize CWSRF/DWSRF financing for the project. The following situations and circumstances require action as indicated:

1. If the apparent successful low bidder was rejected, a complete explanation must be provided.
2. Failure of the apparent low bidder to **perform** the GFE **prior** to bid opening constitutes a non-responsive bid. The construction contract may then be awarded to the next low, responsive, and responsible bidder that meets the requirements or the Recipient may re-advertise the project.
3. If there is a bid dispute, all disputes shall be settled **prior** to submission of the Final Budget Approval Form.

Administration Requirements

- A recipient of CWSRF/DWSRF financing must require entities receiving funds to create and maintain a Bidders List if the recipient of the financing agreement is subject to, or chooses to follow, competitive bidding requirements.
- The Bidders list must include all firms that bid or quote on prime contracts, or bid or quote on subcontracts, including both DBEs and non-DBEs.

- Information retained on the Bidder's List must include the following:
 1. Entity's name with point of contact;
 2. Entity's mailing address and telephone number;
 3. The project description on which the entity bid or quoted and when;
 4. Amount of bid/quote; and
 5. Entity's status as a DBE or non-DBE.
- The Bidders List must be kept until the recipient is no longer receiving funding under the agreement.
- The recipient shall include Bidders List as part of the Final Budget Approval Form.
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Recipient.
- A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six GFEs if soliciting a replacement subcontractor.
- A recipient must require its prime contractor to employ the six GFEs even if the prime contractor has achieved its fair share objectives.

Reporting Requirements

For the duration of the construction contract(s), the recipient is required to submit to the State Water Resources Control Board DBE reports annually by October 10 of each fiscal year on the attached Utilization Report form (UR-334). Failure to provide this information as stipulated in the financial agreement language may be cause for withholding disbursements.

CONTACT FOR MORE INFORMATION

SWRCB, CASRF – Barbara August (916) 341-6952 barbara.august@waterboards.ca.gov

US EPA, Region 9 – Joe Ochab (415) 972-3761 ochab.joe@epa.gov

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Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Jeffco Painting & Coating, Inc.		Project Name Fort Bragg WWTP Upgrade Project	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Jim Tank	
Address PO Box 1888, Vallejo, CA 94590			
Telephone No. 707-562-1900		Email Address JimTank@jeffcopty.com	
Prime Contractor Name Wahlund Construction, Inc.		Issuing/Funding Entity State Water Board	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
099100	Painting & Coatings	\$62,860.00


DBE Certified By: <u>DOT</u> <u>SBA</u>	Meets/exceeds EPA certification standards?
Other: CA DGS	<input checked="" type="radio"/> YES NO Unknown

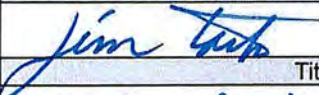
#1592120

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Kenneth M. Wahlund
Title	Date
President	4/16/18

Subcontractor Signature	Print Name
	Jim Tank
Title	Date
Vice President	4-16-18

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Printed on: 4/16/2018 9:01:57 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 1592120**Legal Business Name:**

JEFFCO PAINTING & COATING INC

Doing Business As (DBA) Name 1:

JEFFCO PAINTING & COATING INC

Doing Business As (DBA) Name 2:**Email Address:**geneglockner@jeffcoptg.com**Business Web Page:****Business Phone Number:**

707/562-1900

Business Fax Number:**Address:**

PO BOX 1888

VALLEJO

CA 94590

Business Types:

Construction , Service

Certification Type	Status	From	To
DVBE	Approved	03/28/2018	03/31/2020
SB	Approved	03/29/2018	03/31/2020

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.


Subcontractor Name STR MASONRY & CONST		Project Name City of Fort Bragg - Wastewater Treatment Plant Upgrades	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact PHONE / EMAIL	
Address PO BOX 2233 MCKINLEVILLE, CA 95519			
Telephone No. 707-839-2103		Email Address strmasonry@outlook.com	
Prime Contractor Name Wahlund Construction, Inc.		Issuing/Funding Entity State Water Board	

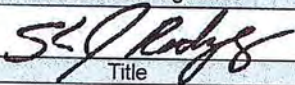
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
04 22 00	BLOCK WALLS FOR ELECTRICAL & DEWATERING BUILDING	\$86,350. ⁰⁰
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? <input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Kenneth M. Wahlund
Title	Date
President	4/14/18

Subcontractor Signature	Print Name
	STEVEN J RODRIGUEZ
Title	Date
	4/16/18

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

[Back To Query Form](#)**Search Returned 1 Records**

Mon Apr 16 11:14:37 PDT 2018

Query Criteria

Firm ID: 30508

Firm/DBA Name:

District: 02

County: HUMBOLDT

Firm Type: DBE

Firm ID	30508
Firm/DBA Name	SJR MASONRY & CONSTRUCTION SJR Masonry & Construction
Address Line1	1580 CAMINO WAY
Address Line2	
City	MCKINLEYVILLE
State	CA
Zip Code1	95519
Zip Code2	
Mailing Address Line1	P. O. BOX 2233
Mailing Address Line2	
Mailing City	MCKINLEYVILLE
Mailing State	CA
Mailing Zip Code1	95519
Mailing Zip Code2	
Certification Type	DBE
EMail	sjrmasonry@outlook.com
Contact Name	STEVEN RODRIGUEZ
Area Code	(707)
Phone Number	839-2103
Extension	
Alt Area Code	()
Alt Phone Number	
Extension	
Fax Area Code	(707)
Fax Phone Number	839-2126
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12; 13; 14; 15; 16; 17; 18; 19; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; 30; 31; 32; 33; 34; 35; 36; 37; 38; 39; 40; 41; 42; 43; 44; 45; 46; 47; 48; 49; 50; 51; 52; 53; 54; 55; 56; 57; 58;
Districts	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12;
DBE NAICS	238140;
ACDBE NAICS	
Work Codes	C9829 RETAINER WALLS; C9842 MASONRY;
Licenses	B General Building Contractor; C29 Masonry Contractor;
Trucks	
Gender	M
Ethnicity	HISPANIC
Firm Type	DBE

[Back To Query Form](#)



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Wahlund Construction, Inc.		Project Name City of Fort Bragg - Wastewater Treatment Plant Upgrades	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Ken Wahlund	
Address 830 Hilma Drive Eureka, CA 95503			
Telephone No. (707) 268-0150		Email Address Ken@wahlund.com	
Issuing/Funding Entity			


I have identified potential DBE certified subcontractors. YES NO			
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Steven Joseph Rodriguez (SJR Masonry and Construction)	1580 Camino Way McKinleyville, CA 95519	\$ 86,350.00	Yes
Jeffco Painting & Coating, Inc.	1260 Railroad Ave Vallejo, CA 94592	\$ 62,960.00	Yes

--Continue on back if needed--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Kenneth M. Wahlund
Title	Date
President	4/14/18

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-4 (DBE Subcontractor Utilization Form)

Revised 12/2016



**STATE WATER RESOURCES CONTROL BOARD – DIVISION OF FINANCIAL ASSISTANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
CALIFORNIA STATE REVOLVING FUNDS (CASRF)
FORM UR-334**

1. Grant/Finance Agreement Number:		2. Annual Reporting Period 10/1/ through 09/30/		3. Purchase Period of Financing Agreement:	
4. Total Payments Paid to Prime Contractor or Sub-Contractors During Current Reporting Period: \$					
5. Recipient's Name and Address:				6. Recipient's Contact Person and Phone Number:	
7. List All DBE Payments Paid by Recipient or Prime Contractor During Current Reporting Period:					
Payment or Purchase Paid by Recipient or Prime Contractor	Amount Paid to Any DBE Contractor or Sub-Contractor For Service Provided to Recipient		Date of Payment (MM/DD/YY)	Procurement Type Code** (see below)	Name and Address of DBE Contractor of Sub-Contractor or Vendor
	MBE	WBE			
8. Initial here if no DBE contractors or sub-contractors paid during current reporting period:					
9. Initial here if all procurements for this contract are completed:					
10. Comments:					
11. Signature and Title of Recipient's Authorized Representative				12. Date	

Email Form UR-334 to:

DrinkingWaterSRF@waterboards.ca.gov OR CleanWaterSRF@waterboards.ca.gov

Questions may be directed to:

Barbara August, SWRCB
Barbara.August@waterboards.ca.gov
 Phone: (916) 341-6952
 Fax: (916) 327-7469

****Procurement Type:**

1. Construction
2. Supplies
3. Services (includes business services; professional services; repair services and personnel services)
4. Equipment

**STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
CALIFORNIA STATE REVOLVING FUNDS**

INSTRUCTIONS FOR COMPLETING FORM UR-334

- Box 1** Grant or Financing Agreement Number.
- Box 2** Annual reporting period.
- Box 3** Enter the dates between which you made procurements under this financing agreement or grant.
- Box 4** Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.
- Box 5** Enter Recipient's Name and Address.
- Box 6** Enter Recipient's Contact Name and Phone Number.
- Box 7** Enter details for the **DBE purchases only** and be sure to limit them to the current period.
1) Use either an "R" or a "C" to represent "Recipient" or "Contractor." 2) Enter a dollar total for DBE and total the two columns at the bottom of the section. 3) Provide the payment date. 4) Enter a product type choice from those at the bottom of the page. 5) List the vendor name and address in the right-hand column
- Box 8** Initial here if no DBE contractors or sub-contractors were paid during this reporting period.
- Box 9** Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.
- Box 10** This box is for explanatory information or questions.
- Box 11** Provide an authorized representative signature.
- Box 12** Enter the date form completed.

SRF Sign

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SRF Sign

Contractor shall furnish and place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



"Funding for this Wastewater Treatment Plant Upgrade Project has been provided in full or in part by the has been provided in full or in part by the Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.

The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

Contractor shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this project:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

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General Decision Number: CA180004 04/06/2018 CA4

Superseded General Decision Number: CA20170004

State: California

Construction Types: Heavy (Heavy and Dredging) and Highway

Counties: Del Norte, Humboldt, Lake and Mendocino Counties in California.

DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
---------------------	------------------

0	01/05/2018
1	01/19/2018
2	01/26/2018
3	02/09/2018
4	04/06/2018

* ASBE0016-005 01/01/2018

Rates	Fringes
-------	---------

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)

(1) Mendocino County.....	\$ 49.46	22.98
(2) Del Norte, Humboldt, Lake Counties.....	\$ 49.46	22.98

* ASBE0016-006 01/01/2018

	Rates	Fringes
--	-------	---------

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....

	\$ 28.20	9.34
--	----------	------

BRCA0003-001 08/01/2017

	Rates	Fringes
--	-------	---------

MARBLE FINISHER.....

	\$ 32.60	15.31
--	----------	-------

BRCA0003-003 08/01/2017

	Rates	Fringes
--	-------	---------

MARBLE MASON.....

	\$ 44.60	26.83
--	----------	-------

BRCA0003-006 05/01/2017

	Rates	Fringes
--	-------	---------

BRICKLAYER.....

	\$ 42.34	25.83
--	----------	-------

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.

(C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 09/01/2017

	Rates	Fringes
--	-------	---------

TERRAZZO FINISHER.....	\$ 35.14	16.87
TERRAZZO WORKER/SETTER.....	\$ 44.11	26.36

BRCA0003-013 10/01/2017

Rates	Fringes
-------	---------

TILE FINISHER

Del Norte & Humboldt		
Counties.....	\$ 27.48	14.85
Lake & Mendocino Counties...	\$ 25.60	14.30

TILE LAYER

Del Norte & Humboldt		
Counties.....	\$ 45.80	16.89
Lake & Mendocino Counties...	\$ 42.67	16.81

CARP0034-001 07/01/2017

Rates	Fringes
-------	---------

Diver

Assistant Tender, ROV		
Tender/Technician.....	\$ 45.65	31.91
Diver standby.....	\$ 50.61	31.91
Diver Tender.....	\$ 49.82	31.91
Diver wet.....	\$ 95.17	31.91
Manifold Operator (mixed		
gas).....	\$ 54.82	31.91
Manifold Operator (Standby)...	\$ 49.82	31.91

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot

SATURATION DIVING:

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

DIVING IN ENCLOSURES:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications

within the diving crew (except dive supervisor) in a shift
are paid in the classification with the highest rate for
that shift.

CARP0034-003 07/01/2017

	Rates	Fringes
Piledriver.....	\$ 46.65	31.91

CARP0751-002 07/01/2017

Del Norte, Humboldt, Lake and Mendocino Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.50	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.32	28.71
Journeyman Carpenter.....	\$ 39.17	28.71
Millwright.....	\$ 41.67	30.30

ELEC0551-001 06/01/2017

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
Electricians:		
Electrician.....	\$ 47.40	21.60

TUNNEL WORK: Add \$0.50 per hour.

ELEC0551-002 06/01/2017

DEL NORTE AND HUMBOLDT COUNTIES

	Rates	Fringes
Electricians:.....	\$ 47.40	21.60

TUNNEL WORK: Add \$0.50 per hour.

ELEC1245-002 06/01/2017

HUMBOLDT, LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
--	-------	---------

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 55.49	16.62
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 44.32	3%+17.65
(3) Groundman.....	\$ 33.89	3%+17.65
(4) Powderman.....	\$ 49.55	3%+17.65

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

* ENGI0003-014 06/26/2017

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
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OPERATOR: Power Equipment

(AREA 1:)

GROUP 1.....	\$ 44.67	30.39
GROUP 2.....	\$ 43.14	30.39
GROUP 3.....	\$ 41.66	30.39
GROUP 4.....	\$ 40.28	30.39
GROUP 5.....	\$ 39.01	30.39
GROUP 6.....	\$ 37.69	30.39
GROUP 7.....	\$ 36.55	30.39
GROUP 8.....	\$ 35.41	30.39
GROUP 8-A.....	\$ 33.20	30.39

OPERATOR: Power Equipment

(Cranes and Attachments -

AREA 1:)

GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39

Truck crane oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 45.89	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Lifting devices.....	\$ 44.07	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Lifting devices.....	\$ 42.39	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Lifting devices.....	\$ 40.62	30.39
GROUP 5		
Lifting devices.....	\$ 39.32	30.39
GROUP 6		
Lifting devices.....	\$ 37.98	30.39
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck Crane Oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
GROUP 5		
Cranes.....	\$ 35.13	30.39
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 40.77	30.39
GROUP 1-A.....	\$ 43.24	30.39

GROUP 2.....	\$ 39.51	30.39
GROUP 3.....	\$ 38.18	30.39
GROUP 4.....	\$ 37.04	30.39
GROUP 5.....	\$ 35.90	30.39
UNDERGROUND:		
GROUP 1.....	\$ 40.67	30.39
GROUP 1-A.....	\$ 43.14	30.39
GROUP 2.....	\$ 39.41	30.39
GROUP 3.....	\$ 38.08	30.39
GROUP 4.....	\$ 36.94	30.39
GROUP 5.....	\$ 35.80	30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing

and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

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

machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating

telescopic boom type lifting device, Manitex or similar
(boom truck) over 15 tons; Truck-mounted rotating
telescopic boom type lifting device, Manitex or similar
(boom truck) - under 15 tons;

PILEDRIVERS

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

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

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

AREA DESCRIPTIONS:

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

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

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

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:

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

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts
Area 2: Remainder

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 34.05	28.73
AREA 2.....	\$ 36.05	28.73
GROUP 2		
AREA 1.....	\$ 30.45	28.73
AREA 2.....	\$ 32.45	28.73
GROUP 3		
AREA 1.....	\$ 25.84	28.73
AREA 2.....	\$ 27.84	28.73

GROUP DESCRIPTIONS:

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

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

GROUP 3: Landscape Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

IRON0377-002 01/01/2017

	Rates	Fringes
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Ironworkers:

Fence Erector.....	\$ 29.58	21.59
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Ornamental, Reinforcing
and Structural.....\$ 36.00 30.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LABO0067-002 12/01/2017

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

AREA "B" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
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Asbestos Removal Laborer		
All Counties.....	\$ 23.00	11.31
LABORER (Lead Removal)		
Area A.....	\$ 30.70	22.17
Area B.....	\$ 29.70	22.17

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

LABO0261-006 07/01/2017

MARIN COUNTY

	Rates	Fringes
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LABORER

Mason Tender-Brick.....	\$ 31.70	21.04
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FOOTNOTE: Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

LABO0324-003 06/26/2017

DEL NORTE, HUMBOLDT, LAKE, AND MENDOCINO COUNTIES

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..	\$ 28.54	22.17
Traffic Control Person I....	\$ 28.84	22.17
Traffic Control Person II...	\$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-005 06/26/2017

	Rates	Fringes
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Laborers: (CONSTRUCTION CRAFT LABORERS)

Construction Specialist Group.....	\$ 29.49	22.15
GROUP 1.....	\$ 28.79	22.15
GROUP 1-a.....	\$ 29.01	22.15
GROUP 1-c.....	\$ 28.84	22.15
GROUP 1-e.....	\$ 29.34	22.15
GROUP 1-f.....	\$ 29.37	22.15
GROUP 2.....	\$ 28.64	22.15
GROUP 3.....	\$ 28.54	22.15
GROUP 4.....	\$ 22.23	22.15

See groups 1-b and 1-d under laborer classifications

Laborers: (GUNITE)

GROUP 1.....	\$ 28.35	18.66
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GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING)		
GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66
Landscape Laborer (Gardeners, Horticultural & Landscape Laborers)		
Establishment Warranty		
Period.....	\$ 20.83	18.66
New Construction.....	\$ 27.14	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar ype; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun;

Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator

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

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

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

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

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

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

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

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

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0324-007 06/30/2014

DEL NORTE, HUMBOLDT, LAKE, AND MENDOCINO COUNTIES

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-009 07/01/2017

DEL NORTE, HUMBOLDT, LAKE, MENDOCINO, NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
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LABORER

Mason Tender-Brick.....	\$ 30.70	21.04
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FOOTNOTE: Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

PAIN0016-021 01/01/2018

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
Painters:.....	\$ 40.62	23.83

PAIN1034-001 06/01/1993

DEL NORTE AND HUMBOLDT COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 13.35	2.94
Sandblaster, spray, structural steel & swing stage.....	\$ 13.60	2.94

PAIN1176-001 01/01/2017

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.41	16.31
GROUP 2.....	\$ 29.25	16.31
GROUP 3.....	\$ 29.59	16.31

CLASSIFICATIONS

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

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.20	19.71

PLUM0038-004 07/01/2017

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 59.50	38.24
PLUMBER		
Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 70.00	43.24
All other work - NEW CONSTRUCTION RATE.....	\$ 70.00	43.24

PLUM0355-005 07/01/2017

DEL NORTE AND HUMBOLDT COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 26.85	15.05

SHEE0104-016 07/03/2017

	Rates	Fringes
SHEET METAL WORKER		
Mechanical contracts \$200,000 or less.....	\$ 50.29	37.16
All other work.....	\$ 57.09	37.79

TEAM0094-001 07/01/2017

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 30.72	27.47
GROUP 2.....	\$ 31.02	27.47
GROUP 3.....	\$ 31.32	27.47
GROUP 4.....	\$ 31.67	27.47

GROUP 5.....\$ 32.02 27.47

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment

when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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RESOLUTION NO. ____-2018
RESOLUTION OF THE FORT BRAGG CITY COUNCIL
and

RESOLUTION NO. ID ____-2018
RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD

**ACCEPTING THE BID OF WAHLUND CONSTRUCTION, INC. AS THE LOWEST
RESPONSIVE BID, AWARDING THE CONTRACT FOR THE WASTEWATER TREATMENT
PLANT UPGRADE PROJECT, CITY PROJECT NO. 2018-01 TO WAHLUND
CONSTRUCTION, INC. AND AUTHORIZING DISTRICT MANAGER TO EXECUTE
CONTRACT (AMOUNT NOT TO EXCEED \$15,352,500; ACCOUNT NO. 716-7001-0731)**

WHEREAS, the City of Fort Bragg ("City") and Fort Bragg Municipal Improvement District No. 1 ("District") Capital Improvement Program has identified upgrades to the Wastewater Plant, Wastewater Treatment Plant Upgrade Project, City Project No. 2018-01 ("Project") as an important priority; and

WHEREAS, all permits required to start construction of the project have been obtained; and

WHEREAS, the City/District has secured funding from the United States Department of Agriculture Rural Development ("USDA"), the Clean Water State Revolving Fund, and the Wastewater Enterprise Fund to complete construction of the Project; and

WHEREAS, a notice inviting bids was advertised March 1, 2018; and

WHEREAS, four bids were received and opened April 17, 2018: Kiewit Infrastructure West, Western Water Constructors, K.G. Walters and Wahlund Construction; and

WHEREAS, after review of the bids and qualifications, Wahlund Construction, Inc. was determined by staff to be the lowest responsive bid; and

WHEREAS, staff has verified that Wahlund Construction, Inc. possesses the necessary license(s) and is a construction firm qualified to perform the work; and

WHEREAS, the City/District desires to enter into a Construction Contract with Wahlund Construction, Inc. for construction of the Project as presented in their Bid Package which contains the scope of work, schedule, estimated work effort and cost and rate schedule; and

WHEREAS, a Construction Contract is proposed to engage Wahlund Construction, Inc. to perform the construction in the amount of \$15,352,500.00; and

WHEREAS, based on all the evidence presented, the City Council and Improvement District Board find as follows:

1. Wahlund Construction, Inc. meets the requirements of the bid documents and is considered responsive and has experience in completing similar projects.
2. Sufficient funds are available through the funding sources to cover construction costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg and the District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby approve the contract with Wahlund Construction, Inc. to complete construction of the Project, City Project No. 2018-01 and authorizes the District Manager to execute same (amount not to exceed \$15,352,500; Account No 716-7001-0731).

The above and foregoing Resolution was introduced by Council/Board Member _____, seconded by Council/Board Member _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 14th day of May, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

LINDY PETERS
Mayor / District Chair

ATTEST:

June Lemos, CMC
City Clerk / District Clerk