



CITY OF STOCKTON

OFFICE OF THE CITY MANAGER

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209 / 937-8212 • Fax 209 / 937-7149
www.stocktongov.com

October 28, 2014

NCECI
Erin Doherty
6250 Village Parkway, Suite 250
Dublin, CA 94568

Re: California Public Records Act Request dated October 20, 2014 – Electrical
Prime net Electric, Inc. Certified Payroll

*****Response sent via e-mail edoherty@nceci.info*****

Dear Ms. Doherty,

I am writing in response to your request for public records, dated October 20, 2014, pursuant to the Public Records Act ("Act") (Gov. Code § 6250, *et seq*), requesting certified payroll records.

The following records are attached:

- City of Stockton contract with Net Electric, Inc.
- Net Electric Performance Bond
- Stockton Bid Advertisement
- Certified Payroll Records on file to-date
 - Estimated completion date of project is December 2014

If you have any questions, please contact me at (209) 937-8827.

Sincerely,

Connie Cochran
Public Information Officer

Cc: John Luebberke, City Attorney

2014-09-09-1205 P

CONSTRUCTION CONTRACT

This contract is made and entered into on 9/17/14, by and between **NET ELECTRIC, INC.**, a **STATE OF CALIFORNIA CORPORATION**, with a business address at **P.O. BOX 922, SAN LEANDRO, CA 94577**, hereinafter called "CONTRACTOR," and **CITY OF STOCKTON**, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

WHEREAS, plans and specifications for the construction of **2014 LED Arterial Street Light Conversion (PROJECT NO. 14-30)**, hereinafter called "PROJECT," were regularly adopted by **Council Motion**, on SEPTEMBER 9, 2014 and

WHEREAS, the contract for said work was regularly awarded to CONTRACTOR, by **Council Motion**, on SEPTEMBER 9, 2014.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

1. CONTRACTOR agrees:

(a) To do the work and furnish all the labor, materials, tools, equipment, and insurance required for the construction of PROJECT in accordance with the plans and specifications adopted on SEPT. 9, 2014, by **Council Motion**. The "contract documents," which include the bid documents, project plans, specifications, all letters of clarification, and the City of Stockton Standard Specifications and Plans, are incorporated into and made a part of this contract by this reference to the same extent as if fully set forth.

(b) To do and perform the work contemplated hereby in a good and workmanlike manner and to furnish all labor, materials, tools, and equipment necessary therefore at the prices specified in Exhibit "A," attached hereto and by reference made a part hereof, under the direction of and to the complete satisfaction of the Director of Public Works of the City of Stockton.

(c) CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of insurance specified in Exhibit B, which is attached to this contract and incorporated by this reference, and as provided in the "contract documents" including

Section 7-1.12 of the City of Stockton Standard Specifications and Plans as adopted on November 25, 2003, by Council Resolution No. 03-0707, effective December 1, 2003.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured.

Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City of Stockton's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City of Stockton.

The City of Stockton reserves the right to obtain a full certified copy of any Insurance policy and endorsements.

Failure to exercise this right shall not constitute a waiver of right to exercise later.

Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years

following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by contractor.

Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the City of Stockton in the same manner and to the same extent as Contractor is bound to the City of Stockton under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the City of Stockton Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the City.

To the fullest extent allowed by law, with the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. The

indemnification obligations of this section shall survive the termination of this agreement. Any exceptions to this language may result in a proposal being deemed non-responsive.

Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

(d) The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.03 of the City of Stockton Standard Specifications and Plans as adopted on November 25, 2003, by Council Resolution No. 03-0707, effective December 1, 2003, and the provisions of the issued project specifications.

The Director will furnish CONTRACTOR a weekly statement showing the number of days charged to the contract for the preceding week, the number of days specified for completion of the contract, and the number of days remaining to complete the contract. CONTRACTOR will be allowed one (1) week in which to file a written protest setting forth in what respects said weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by CONTRACTOR as correct.

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of days as set forth, damage will be sustained by the CITY, and that it is and will be impracticable and extremely difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of ONE THOUSAND NINE HUNDRED DOLLARS AND NO/100 DOLLARS (\$1,900) per day for each and every calendar day's delay in finishing the work in excess of the number of days prescribed; and CONTRACTOR agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that

CITY, may deduct the amount thereof from any monies due or that may become due CONTRACTOR under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days as specified, the CITY shall have the right to increase the number of days or not, as may seem best to serve the interest of CITY, and if the CITY decides to increase the said number of days, the CITY shall further have the right to charge to CONTRACTOR, CONTRACTOR's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as may be deemed proper, the liquidated damages as specified or the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, whichever is greater, except the cost of final surveys and preparation of final estimate shall not be included in such charges.

A working day shall not include, nor shall CONTRACTOR be assessed with liquidated damages nor the additional cost of engineering and inspection during any delay beyond the time named for the completion of the work caused by acts of God or of the public enemy, acts of CITY, fire, floods, epidemics, quarantine restrictions, strikes, and freight embargoes and subject to approval by the Director, inability to get materials ordered by CONTRACTOR or subcontractor due to such causes provided that CONTRACTOR shall notify the Director in writing of the causes of delay within five (5) working days from the beginning of any such delay, and the Director shall ascertain the facts and the extent of the delay, and Director's findings of the facts thereon shall be final and conclusive.

If CONTRACTOR is delayed by reason of alterations made in these specifications, or by any act of the Director or of the CITY, not contemplated by the contract, the time of completion shall be extended proportionately and CONTRACTOR shall be relieved during the period of such extension of any claim for liquidated damages, engineering or inspection charges or other penalties. CONTRACTOR shall have no claim for any other compensation for any such delay.

(e) To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California.

To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California.

(f) That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

(g) CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

(h) Pursuant to Stockton Municipal Code Section 3.68.095 the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50% of the workforce on this project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with section 3.68.095.

2. CITY agrees:

(a) To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made on or about the first day of each

calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Public Works as to the amount of work done and the proportional amount of the contract price represented therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Public Works of such completion.

(b) Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a State or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

3. CHANGE ORDERS:

CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

Processing of change orders shall be in accordance with Section 4-1.03 of the City of Stockton Standard Specifications and Plans as adopted by Council on November 25, 2003, by Resolution No. 03-0707, effective December 1, 2003, except that the \$23,578 limit shown in Section 4-1.03 shall be increased to **\$33,018**. When the compensation for an item of work is subject to adjustment under the provisions of Standard Specifications and

Plans, Section 4-1.03, CONTRACTOR shall, upon request, promptly furnish the Engineer with adequate detailed cost data for such item of work.

4. AUDITS:

(a) CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under the contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

(b) CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

5. It is expressly understood and agreed by and between the parties hereto that a waiver of any of the conditions of this contract shall not be considered a waiver of any of the other conditions thereof.

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6. It is further understood and agreed by and between the parties hereto that time is of the essence of this contract in all respects.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

ATTEST:
BONNIE PAIGE
CITY CLERK

FOR

By 



CITY

By 

KURT O. WILSON
CITY MANAGER

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By: 
DEPUTY CITY ATTORNEY

By: 
CONTRACTOR

35-2363390
Tax Identification No.

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EXHIBIT A

**2014 LED ARTERIAL STREET LIGHT CONVERSION
PROJECT NO. PW 14-30**

BIDDING SCHEDULE

Each bidder shall bid each item, including all alternate bid(s). Failure to bid an item shall be just cause for considering the bid as non-responsive. Line item costs should include all Contractor's overhead and profit and indirect costs. Bids not presented on City forms shall be cause for considering the bid as non-responsive.

Item	Description	Unit	Quantity	Unit price	Total Price
1	MOBILIZATION & TRAFFIC CONTROL SYSTEM	1	EA	1500.00	1500.00
2	LUMINAIRE STREET LIGHTS CONVERSION	2,500	EA	49.00	122,500.00

TOTAL BID \$124,000.00

BIDDER'S NAME NET ELECTRIC, INC / NATHAN E TYLER

EXHIBIT B
INSURANCE REQUIREMENTS
CONTRACTORS

CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the **CONTRACTOR**, its agents, representatives, volunteers, or employees.

INSURANCE Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence.

WORKERS' COMPENSATION insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.

COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;

FOR **ADDITIONAL** REQUIREMENT(S):

COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$2,000,000 per occurrence, and \$4,000,000 Aggregate limit. Contractors with excavation and underground risks shall have coverage for and exclusions removed for "x, c, and u."

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.* ISO form CG 20 37 10 01 edition shall be used as the Additional Insured Endorsement. This form **must be used with** either ISO form CG 20 10 10 01, or CG 20 33 10 01.

2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date **CONTRACTOR** completes its performance of services under this Agreement.

For any claims related to services or products provided under this contract, the Contractor's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Contractor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

Regardless of these contract minimum insurance requirements, the Contractor and its insurer shall agree to commit the Contractor's full policy limits and these minimum requirements shall not restrict the Contractor's liability or coverage limit obligations.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attention: Risk Services
425 N. El Dorado Street
Stockton, CA 95202

Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Contractor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, Net Electric, Inc., a **STATE OF CALIFORNIA CORPORATION**, as Principal and American Contractors Indemnity Company, a corporation, organized and existing under the laws of the State of California and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of ONE HUNDRED TWENTY-FOUR THOUSAND AND xx/100 DOLLARS (\$124,000), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to the said CITY, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that the above bounded Principal has simultaneously entered into a contract with the CITY, to do and perform the following work, to wit:

**2014 LED ARTERIAL STREET LIGHT CONVERSION
(PROJECT NO. 14-30)**

NOW, THEREFORE, if the above bounded Principal, CONTRACTOR, Company or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract, or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY, and no forbearance on the part of the said CITY shall operate to relieve any Surety or Sureties from liability on this bond, and consent by said Surety is hereby given, and the said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Sonoma

On 08-13-2014 before me, Pam Villa, Notary Public
Date Here Insert Name and Title of the Officer

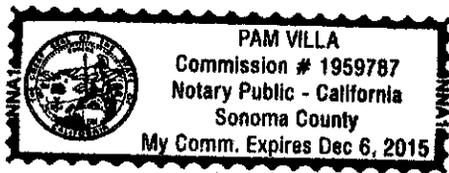
personally appeared Bruce G. Okrepkie
Name(s) of Signer(s)

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: Pam Villa
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: Performance Bond - Net Electric Document Date: 08-13-2014

Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Bruce G. Okrepkie
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

VOID VOID

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Bruce G. Okrepkie, Robb Daer, Douglas Diley, Shelly Hutchinson or Josh Johnsen of Santa Rosa, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****One Million***** Dollars (\$ *****1,000,000.00*****).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature] Daniel P. Aguilar, Vice President

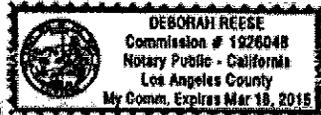
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 13th day of August, 2014

Corporate Seals



[Signature] Jeannie Lee, Assistant Secretary

Bond No. 1000813961 Agency No. 2102

VOID VOID

VOID VOID

BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, **NET ELECTRIC, INC.**, a **STATE OF CALIFORNIA CORPORATION**, as Principal and American Contractors Indemnity Company, corporation, organized and existing under the laws of the State of California and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, and unto any and all material suppliers, persons, companies, or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contemplated to be executed or performed under the contract hereinafter mentioned, and all persons, companies, or corporations renting or hiring teams, or implements of machinery, for or contributing to said work and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claims have not been paid by the contractor, company or corporation in the just and full sum of ONE HUNDRED TWENTY-FOUR THOUSAND AND xx/100 DOLLARS (\$124,000), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to said City of Stockton and to said persons jointly and severally, the said principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligations is such that the above bounden Principal has simultaneously entered into a contract of even date herewith, with the CITY, to do and perform the following work, to-wit:

**2014 LED ARTERIAL STREET LIGHT CONVERSION
(PROJECT NO. 14-30)**

NOW, THEREFORE, if the above bounden Principal, CONTRACTOR, Company or Corporation or its subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any

and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Division 3, Part 4, Title 15, Chapter 5, Article 1 of the Civil Code of California, provided that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY and no forbearance on the part of the said CITY shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and the said sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on August 13, 2014

APPROVED AS TO SURETY:

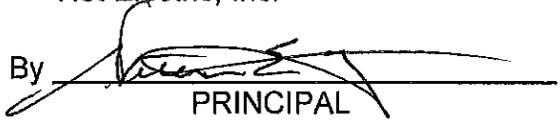


APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By 
DEPUTY CITY ATTORNEY

::ODMA\GRPWISE\COS.PW.PW_Library:217879.1

Net Electric, Inc.

By 
PRINCIPAL

American Contractors Insurance Company
SURETY

By 
ATTORNEY-IN-FACT

Bruce G. Okrepkie

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189**

State of California

County of Sonoma }

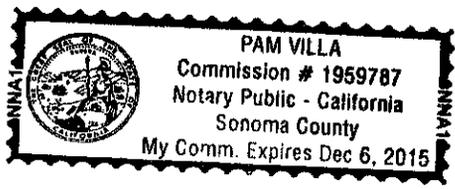
On 08-13-2014 before me, Pam Villa, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Bruce G. Okrepkie
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: Pam Villa
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 Net Electric, Inc.
Title or Type of Document: LABOR Material Bond Document Date: 08-13-2014
Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: Bruce G. Okrepkie Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

VOID VOID

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Bruce G. Okrepkie, Robb Daer, Douglas Dilley, Shelly Hutchinson or Josh Johnsen of Santa Rosa, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****One Million***** Dollars (\$ **1,000,000.00**).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature] Daniel P. Aguilar, Vice President

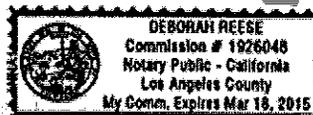
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 13 day of August, 2014

Corporate Seals



Bond No. 1000813961 Agency No. 2192

[Signature] Jeannie Lee, Assistant Secretary

VOID VOID

VOID VOID



NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Stockton, California, will receive sealed bids until Thursday, July 24, 2014, 2:00 pm for the **2014 LED Arterial Street Light Conversion, Project 14-30**. Each bid submitted for this project shall be on the official bid form obtained from the City of Stockton web site at www.stocktongov.com/services/business/bidflash/ and must conform to the requirements of the official bid documents, including the plans and specifications. Each bid shall be presented under sealed cover and shall be accompanied by the Bidder's Guaranty, Non-Collusion Affidavit, and all of the required documents and information. Each bidder shall be licensed in accordance with applicable State laws.

The City encourages local Stockton firms to bid this project, and the City encourages bidders to employ local Stockton firms as subcontractors.

Each sealed bid shall be marked "BID" and shall indicate the project name, number, and bid opening date and shall be mailed or delivered to the Office of the City Clerk, City Hall, 425 N El Dorado St, Stockton, CA 95202, at or before the hour stated. Bids so received shall be publicly opened, examined and declared by the City Clerk. Bidders and the public are invited to be present at the declaration of said bids.

Firms considering bidding on this contract must attend a Mandatory Pre-Bid Meeting to be held on July 15, 2014, at 10:00 am, at the Municipal Service Center, 1465 South Lincoln St, 95206.

Bidders are hereby notified that the successful bidder and any subcontractor under him shall pay prevailing wage rates in performing the contract.

A contract will be awarded to the lowest responsible bidder as defined in the Stockton Municipal Code; provided, however, that the City Council reserves the right to reject any and all bids and to re-advertise for bids or to provide for the work to be done by the City.

The successful bidder shall be required to furnish a Labor and Material Bond and a Faithful Performance Bond, each in the sum of one hundred (100) percent of the contract price. Said bonds shall be furnished by a company authorized to issue surety bonds in the State of California. On official forms furnished by City, said bonds shall be executed by the surety and contractor before or concurrently with the signing of the contract.

For questions about this project, please contact Susan Christy, Project Manager, at (209) 937-8372, or email at susan.christy@stocktongov.com.

BONNIE PAIGE, CMC
CITY CLERK, CITY OF STOCKTON

#1007927 7/8/2014

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, NATHAN TYLER, the undersigned, am the
(Name -- print)

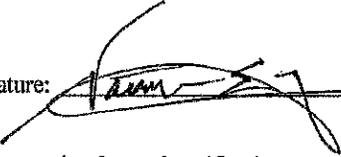
PRESIDENT with the authority to act for and on behalf of
(Position in business)

NET ELECTRIC, INC, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of CERT PAYROLL RECORDS, 1 PAGE
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: 10-1-2014

Signature: 

A public entity may require a stricter and/or more extensive form of certification.

STATEMENT OF COMPLIANCE

CEM-2503 (REV 8/1996)

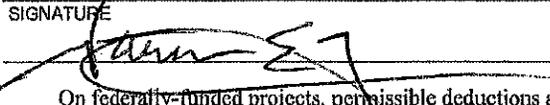
CONTRACTOR/SUBCONTRACTOR NET ELECTRIC, INC	CONTRACT NUMBER NEIGHBORHOOD STREET LIGHT PROJECT
FIRST DAY AND DATE OF PAY PERIOD MONDAY September 22, 2014	LAST DAY AND DATE OF PAY PERIOD FRIDAY September 26, 2014

I do hereby certify under penalty of perjury:

- (1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-referenced time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions.
- (2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wages rates:
 - (a) Specified in the applicable wage determination incorporated into the contract;
 - (b) Determined by the Director of Industrial Relations for the county or counties in which the work is performed; that the classification set forth therein for each laborer or mechanic conform with the work he or she performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.
- (4) That fringe benefits as listed in the contract:
 - (a) Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as noted below.
 - (b) Have been paid directly to the listed employee(s), except as noted below.
 - (c) See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS:

NAME (PLEASE PRINT.) NATHAN E TYLER	TITLE PRESIDENT
SIGNATURE 	DATE 10-1-2014

On federally-funded projects, permissible deductions are defined in title 29, Code of Federal Regulations, part 3, issued by the Secretary of Labor under the Copeland Act, (40 U. S. C. 276c).

Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (See section 1001 of title 18 and section 3729 of title 31 of the United States Code).

ADA Notice

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



California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

NAME OF CONTRACTOR: NET ELECTRIC, INC ADDRESS: 1160 Brickyard Cove Road Suite 200, Richmond, CA

OR SUBCONTRACTOR: CONTRACTOR'S LICENSE NO.: 960045 SPECIALTY LICENSE NO. PROJECT OR CONTRACT NO.: 14-30

PAYROLL NO.: 2 FOR WEEK ENDING: 10/5/2014 WORKERS' COMPENSATION POLICY NO.: 9067656 PROJECT AND LOCATION: Stockton LED

Table with columns: (1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE; (2) NO. OF WITH HOLDING EXEMPTIONS; (3) WORK CLASSIFICATION; (4) DATE; (5) TOTAL HOURS; (6) HOURLY RATE OF PAY; (7) GROSS AMOUNT EARNED; (8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS; (9) NET WGS PAID FOR WEEK; CHECK NO.

Form A-1-131 (Rev 2-80)

S - STRAIGHT TIME
O - OVERTIME
SD - STATE DISABILITY INSURANCE

OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary.

CERTIFICATION MUST be completed (See reverse side)

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, NATHAN TYLER, the undersigned, am the
(Name - print)

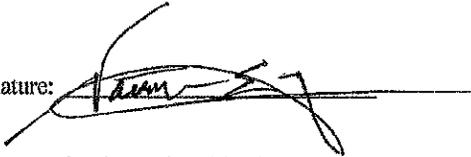
PRESIDENT with the authority to act for and on behalf of
(Position in business)

NET ELECTRIC, INC, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of CERT PAYROLL RECORDS, 1 PAGE
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: 10-1-2014

Signature: 

A public entity may require a stricter and/or more extensive form of certification.

STATEMENT OF COMPLIANCE

CEM-2503 (REV 8/1996)

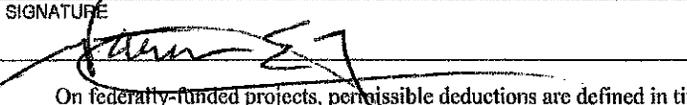
CONTRACTOR/SUBCONTRACTOR NET ELECTRIC, INC	CONTRACT NUMBER NEIGHBORHOOD STREET LIGHT PROJECT
FIRST DAY AND DATE OF PAY PERIOD MONDAY September 22, 2014	LAST DAY AND DATE OF PAY PERIOD FRIDAY September 26, 2014

I do hereby certify under penalty of perjury:

- (1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-referenced time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions.
- (2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wages rates:
 - (a) Specified in the applicable wage determination incorporated into the contract;
 - (b) Determined by the Director of Industrial Relations for the county or counties in which the work is performed; that the classification set forth therein for each laborer or mechanic conform with the work he or she performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.
- (4) That fringe benefits as listed in the contract:
 - (a) Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as noted below.
 - (b) Have been paid directly to the listed employee(s), except as noted below.
 - (c) See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS:

NAME (PLEASE PRINT.) NATHAN E TYLER	TITLE PRESIDENT
SIGNATURE 	DATE 10-1-2014

On federally-funded projects, permissible deductions are defined in title 29, Code of Federal Regulations, part 3, issued by the Secretary of Labor under the Copeland Act, (40 U. S. C. 276c).

Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (See section 1001 of title 18 and section 3729 of title 31 of the United States Code).

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FRINGE BENEFIT STATEMENT

CEM-2501 (REV 8/1994)

CONTRACTOR/SUBCONTRACTOR (Please Print) NET ELECTRIC, INC	CONTRACT NUMBER 14-30	FEDERAL AID PROJECT NUMBER N/A	DATE 10/08/2014
TO: RESIDENT ENGINEER/DISTRICT LABOR COMPLIANCE OFFICER Susan Christy Collum-Bradford (PM)		BUSINESS ADDRESS 1465 South Lincoln Ave Stockton, CA 95206	

The following information (as shown or referenced on wage rate determinations) paid to or on behalf of employees in various crafts or classifications is used to check payrolls or applied to force account work on the above contract.

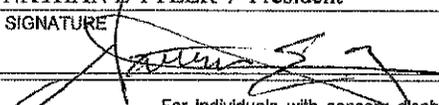
THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE FIRST CERTIFIED PAYROLL, OR WHEN THERE HAVE BEEN ANY CHANGES.

CLASSIFICATION	FRINGE BENEFIT HOURLY AMOUNT	NAME AND ADDRESS OF PLAN, FUND, OR PROGRAM
Effective Date <u>09/22/2014</u>	Vacation \$ <u>0.00</u>	ABC Norcal 4577 Las Positas Rd. Unit C Livermore, CA 94551 Apprenticeship
	Health & Welfare \$ <u>8.75</u>	
	Pension \$ <u>0.00</u>	
Subsistence and/or Travel Pay:	Apprentice/ Training \$ <u>1.75</u>	
\$ <u>0.00</u>	Other \$ _____	

CLASSIFICATION	FRINGE BENEFIT HOURLY AMOUNT	NAME AND ADDRESS OF PLAN, FUND, OR PROGRAM
Effective Date <u>09/22/2014</u>	Vacation \$ <u>0.00</u>	ABC Norcal 4577 Las Positas Road, Unit C Livermore, CA 94551 Journeyman contributions
	Health & Welfare \$ <u>0.00</u>	
	Pension \$ <u>0.00</u>	
Subsistence and/or Travel Pay:	Apprentice/ Training \$ <u>0.85</u>	
\$ <u>0.00</u>	Other \$ _____	

CLASSIFICATION	FRINGE BENEFIT HOURLY AMOUNT	NAME AND ADDRESS OF PLAN, FUND, OR PROGRAM
Effective Date _____	Vacation \$ _____	
	Health & Welfare \$ _____	
	Pension \$ _____	
Subsistence and/or Travel Pay:	Apprentice/ Training \$ _____	
\$ _____	Other \$ _____	

I certify under penalty of perjury that fringe benefits are paid to the approved Plans, Funds, or Programs as listed above.

NAME AND TITLE (Please Print) NATHAN E TYLER / President	BUSINESS TELEPHONE NUMBER 866-334-2400
SIGNATURE 	

RECEIVED
 OCT 20 2014
 BY: Trina Mandy



PUBLIC WORKS PAYROLL REPORTING FORM

NAME OF CONTRACTOR: **NET ELECTRIC, INC** ADDRESS: **1160 Brickyard Cove Road Suite 200, Richmond, CA**
 OR SUBCONTRACTOR: CONTRACTOR'S LICENSE NO.: **960045**
 PAYROLL NO.: **1** FOR WEEK ENDING: **09/28/2014** SPECIALTY LICENSE NO.:
 WORKERS' COMPENSATION POLICY NO.: **9067656** STATE FUND PROJECT OR CONTRACT NO.: **14-30**

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF MONTHS HOLDING EXEMPTION	(3) WORK CLASSIFICATION	(4) DAY							(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS								(9) NET WGS PAID FOR WEEK	CHECK NO.
			M	T	W	TH	F	S	S					ED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	RELATE & WELF.	PENSION			
James Miller	2	Electrician								22.0	60.00	1476.32	142.32	290.27	34.78	14.56					1152.82	1283	
Theren Smith	2	Apprentices								22.0	36.01	840.40	44.01	49.61	2.12	8.00					483.56	1285	
Nathan Tyler		Pres							1	48.18			40.25										
Eddie Tyler		V.P.																					

Form A-1-131 (Rev. 2-80) 5 - STRAIGHT TIME 0 - OVERTIME SF - STATE DISABILITY INSURANCE
 *OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheets if necessary. CERTIFICATION MUST be completed (See reverse side)

NOTICE TO PUBLIC ENTITY

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(Paper Size then 8-1/2 x 11 inches)

I, NATHAN TYLER, the undersigned, am the
(Name - print)

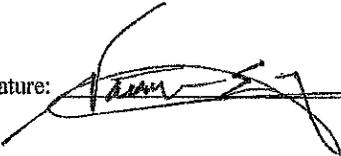
PRESIDENT with the authority to act for and on behalf of
(Position in business)

NET ELECTRIC, INC, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of CERT PAYROLL RECORDS, 1 PAGE
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: 10-1-2014

Signature: 

A public entity may require a stricter and/or more extensive form of certification.

STATEMENT OF COMPLIANCE

CEM-2503 (REV 8/1996)

CONTRACTOR/SUBCONTRACTOR NET ELECTRIC, INC	CONTRACT NUMBER NEIGHBORHOOD STREET LIGHT PROJECT
FIRST DAY AND DATE OF PAY PERIOD MONDAY September 22, 2014	LAST DAY AND DATE OF PAY PERIOD FRIDAY September 26, 2014

I do hereby certify under penalty of perjury:

- (1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-referenced time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions.
- (2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wages rates:
 - (a) Specified in the applicable wage determination incorporated into the contract;
 - (b) Determined by the Director of Industrial Relations for the county or counties in which the work is performed; that the classification set forth therein for each laborer or mechanic conform with the work he or she performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.
- (4) That fringe benefits as listed in the contract:
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 - (b) Have been paid directly to the listed employee(s), except as noted below.
 - (c) See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS:

NAME (PLEASE PRINT.) NATHAN TYLER	TITLE PRESIDENT
SIGNATURE 	DATE 10-1-2014

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California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

NAME OF CONTRACTOR: NET ELECTRIC, INC ADDRESS: 1160 Brickyard Cove Road Suite 200, Richmond, CA

CONTRACTOR'S LICENSE NO.: 960045 SPECIALTY LICENSE NO.: PROJECT OR CONTRACT NO.: 14-30

PAYROLL NO.: 2 FOR WEEK ENDING: 10/5/2014 WORKERS' COMPENSATION POLICY NO.: 9067656 PROJECT AND LOCATION: Stockton LED

Table with columns: (1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE; (2) EMPLOYER'S IDENTIFICATION NUMBER; (3) WORK CLASSIFICATION; (4) DATE; (5) HOURS WORKED EACH DAY; (6) TOTAL HOURS; (7) HOURLY RATE OF PAY; (8) GROSS AMOUNT EARNED; (9) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS; (10) NET WGS PAID FOR WEEK; (11) CHECK NO.

Form I-19 (Rev. 2-89)

5 - STRAIGHT TIME
0 - OVERTIME
SDI - STATE DISABILITY INSURANCE

*OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary.

CERTIFICATION MUST be completed (See reverse side)

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(Name -- print)

PRESIDENT with the authority to act for and on behalf of
(Position in business)

NET ELECTRIC, INC, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of CERT PAYROLL RECORDS, 1 PAGE
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: 10-1-2014

Signature: 

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STATEMENT OF COMPLIANCE

CEM-2503 (REV 8/1996)

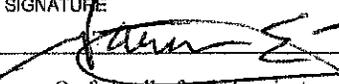
CONTRACTOR/SUBCONTRACTOR NET ELECTRIC, INC	CONTRACT NUMBER NEIGHBORHOOD STREET LIGHT PROJECT
FIRST DAY AND DATE OF PAY PERIOD MONDAY September 22, 2014	LAST DAY AND DATE OF PAY PERIOD FRIDAY September 26, 2014

I do hereby certify under penalty of perjury:

- (1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-referenced time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions.
- (2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wages rates:
 - (a) Specified in the applicable wage determination incorporated into the contract;
 - (b) Determined by the Director of Industrial Relations for the county or counties in which the work is performed; that the classification set forth therein for each laborer or mechanic conform with the work he or she performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.
- (4) That fringe benefits as listed in the contract:
 - (a) Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as noted below.
 - (b) Have been paid directly to the listed employee(s), except as noted below.
 - (c) See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS:

NAME (PLEASE PRINT.) NATHAN E TYLER	TITLE PRESIDENT
SIGNATURE 	DATE 10-1-2014

On federally-funded projects, permissible deductions are defined in title 29, Code of Federal Regulations, part 3, issued by the Secretary of Labor under the Copeland Act, (40 U. S. C. 276c).

Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (See section 1001 of title 18 and section 3729 of title 31 of the United States Code).

ADA Notice

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FRINGE BENEFIT STATEMENT

CEM-2501 (REV 8/1994)

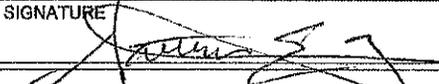
CONTRACTOR/SUBCONTRACTOR (Please Print) NET ELECTRIC, INC	CONTRACT NUMBER 14-30	FEDERAL AID PROJECT NUMBER N/A	DATE 10/08/2014
TO: RESIDENT ENGINEER/DISTRICT LABOR COMPLIANCE OFFICER Susan Christy Collum-Bradford (PM)		BUSINESS ADDRESS 1465 South Lincoln Ave Stockton, CA 95206	

The following information (as shown or referenced on wage rate determinations) paid to or on behalf of employees in various crafts or classifications is used to check payrolls or applied to force account work on the above contract.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE FIRST CERTIFIED PAYROLL, OR WHEN THERE HAVE BEEN ANY CHANGES.

CLASSIFICATION	FRINGE BENEFIT HOURLY AMOUNT	NAME AND ADDRESS OF PLAN, FUND, OR PROGRAM
Effective Date <u>09/22/2014</u>	Vacation \$ <u>0.00</u> Health & Welfare \$ <u>8.75</u> Pension \$ <u>0.00</u>	ABC Norcal 4577 Las Positas Rd. Unit C Livermore, CA 94551
Subsistence and/or Travel Pay: \$ <u>0.00</u>	Apprentice/ Training \$ <u>1.75</u> Other \$ _____	Apprenticeship
CLASSIFICATION	FRINGE BENEFIT HOURLY AMOUNT	NAME AND ADDRESS OF PLAN, FUND, OR PROGRAM
Effective Date <u>09/22/2014</u>	Vacation \$ <u>0.00</u> Health & Welfare \$ <u>0.00</u> Pension \$ <u>0.00</u>	ABC Norcal 4577 Las Positas Road, Unit C Livermore, CA 94551
Subsistence and/or Travel Pay: \$ <u>0.00</u>	Apprentice/ Training \$ <u>0.85</u> Other \$ _____	Journeyman contributions
CLASSIFICATION	FRINGE BENEFIT HOURLY AMOUNT	NAME AND ADDRESS OF PLAN, FUND, OR PROGRAM
Effective Date _____	Vacation \$ _____ Health & Welfare \$ _____ Pension \$ _____	_____ _____ _____
Subsistence and/or Travel Pay: \$ _____	Apprentice/ Training \$ _____ Other \$ _____	_____ _____

I certify under penalty of perjury that fringe benefits are paid to the approved Plans, Funds, or Programs as listed above.

NAME AND TITLE (Please Print) NATHAN E TYLER / President	BUSINESS TELEPHONE NUMBER 866-334-2400
SIGNATURE 	

City of Stockton

Balancing Change Order
 2013/14 Curb, Gutter and Sidewalk Repair and Curb-ramp Installation
 Project No. 13-28

Purchase Order No. 182607
 Date of Estimate

CONTRACTOR Nor Cal Concrete Inc
 DATE CONSTRUCTION STARTED 2-10-14
 ESTIMATED COMPLETION DATE 06-2014
 INSPECTOR Robert L. Johnson

Prepared By Robert Johnson
 Checked By
 Approved By Even Marcillo

Bid Items

No.	Quantity	Unit	DESCRIPTION OF WORK	Contract Price	
				Unit Price	Cost
1	20,204	SF	Concrete sidewalk removal and replacement including saw cutting and tree root cutting and removal, and sprinkler repair	\$14.00	\$ 282,856.00
2	1,319	LF	Remove and Replace Vertical type curb and gutter, including saw cutting, tree root cutting and removal, sprinkler repair, and asphalt concrete pavement removal and replacement	\$60.00	\$ 79,140.00
3	597	LF	Remove and Replace roll type curb and gutter, including saw cutting, tree root cutting and removal, sprinkler repair, and asphalt concrete pavement removal and replacement	\$60.00	\$ 35,820.00
4	100	SF	Concrete Driveway Apron, removal and replacement up to 8" in depth, including saw cutting, tree root cutting and removal, sprinkler repair, and asphalt concrete pavement removal and replacement	\$15.00	\$ 1,500.00
5	40	EA.	Wheelchair ramps, including, saw cutting, removal and replacement of AC and PCC pavement, tree root cutting and removal and sprinkler repair as specified.	\$3,600.00	\$ 144,000.00
6	100	SF	Remove and Replace AC pavement (6" thick) not included in above bid items.	\$20.00	\$ 2,000.00
7	100	SF	Miscellaneous concrete flat work (4" or more depth)	\$11.00	\$ 1,100.00
8	250	SF	Miscellaneous concrete flat work (4" or more depth) with red bricks to match existing sidewalk.	\$15.00	\$ 3,750.00
9	250	EA.	Remove and Install decorative red bricks to match existing sidewalk.	\$15.00	\$ 3,750.00
10	16	EA.	Tree stump removal, stump void filling and, all associated work.	\$2,500.00	\$ 40,000.00
11	1	EA.	Remove and replace electrical pull box per CCS standards DWG No. 111.	\$1,500.00	\$ 1,500.00
EW	1	LS	CCO #1 Victory Park Fire Department Driveway	\$21,556.00	\$ 21,556.00
EW	1	LS	CCO #2 Louis Park Curb Ramp Installation and Sidewalk Repair.	\$14,300.00	\$ 14,300.00
EW	1	LS	CCO #3 Field Order 4.5.6 and EW ticket #1	\$49,872.57	\$ 49,872.57
EW	1	LS	CCO #5 Extra work at General Muller and Carolyn Weston Blvd. Location #9	\$9,516.05	\$ 9,516.05
				\$ -	\$ -
				\$ -	\$ -
			Original Contract Amount	\$	\$ 595,416.00
			Final Contract Amount	\$	\$ 650,660.62

Estimated		Projected Final Quantities		Difference
Date:	Amount	Date:	Amount	Amount
Quan.		Quan.		
20204	\$ 282,856.00	21,061.00	\$ 294,854.00	\$ (11,998.00)
1319	\$ 79,140.00	1,015.50	\$ 60,930.00	\$ 18,210.00
597	\$ 35,820.00	749.25	\$ 44,955.00	\$ (9,135.00)
100	\$ 1,500.00	123.80	\$ 1,857.00	\$ (357.00)
40	\$ 144,000.00	46.00	\$ 144,000.00	\$ -
100	\$ 2,000.00	-	\$ -	\$ 2,000.00
100	\$ 1,100.00	-	\$ -	\$ 1,100.00
250	\$ 3,750.00	-	\$ -	\$ 3,750.00
250	\$ 3,750.00	488.00	\$ 7,320.00	\$ (3,570.00)
16	\$ 40,000.00	-	\$ -	\$ 40,000.00
1	\$ 1,500.00	1.00	\$ 1,500.00	\$ -
0	\$ -	1.00	\$ 21,556.00	\$ (21,556.00)
0	\$ -	1.00	\$ 14,300.00	\$ (14,300.00)
0	\$ -	1.00	\$ 49,872.57	\$ (49,872.57)
0	\$ -	1.00	\$ 9,516.05	\$ (9,516.05)
	\$		\$	
	\$		\$	
	\$		\$	
	\$ 595,416.00		\$ 650,660.62	\$ -55,244.62

-55,244.62



California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

RECEIVED OCT 23 2014 BY: [Signature]

NAME OF CONTRACTOR: NET ELECTRIC, INC CONTRACTOR'S LICENSE NO.: 960045 ADDRESS: 1160

OR SUBCONTRACTOR: PAYROLL NO.: 3 FOR WEEK ENDING: 10/12/2014 SPECIALTY LICENSE NO.: Suite

SELF-INSURED CERTIFICATE NO.: STATE FUND WORKERS' COMPENSATION POLICY NO.: 9067656 PROJECTOR C

Table with columns: (1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE; (2) NO. OF WITH-HOLDING EXEMPTIONS; (3) WORK CLASSIFICATION; (4) HOURS WORKED EACH DAY (M, T, W, TH, F, S, S); (5) TOTAL HOURS; (6) HOURLY RATE OF PAY; (7) GROSS AMOUNT EARNED (THIS PROJECT, ALL PROJECTS); (8) DEDUCTIONS, CONTRIBUTIONS AND PA (FED. TAX, TRNG., FUND ADMIN, PICA (SOC. SEC.), STATE TAX, DUES, TRAV/ SUBS., VAC/ HOLIDAY, SAVING).

S = STRAIGHT TIME O = OVERTIME SDI = STATE DISABILITY INSURANCE

*OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary.

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, NATHAN TYLER, the undersigned, am the
(Name -- print)

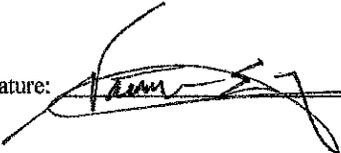
PRESIDENT with the authority to act for and on behalf of
(Position in business)

NET ELECTRIC, INC, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of CERT PAYROLL RECORDS, 1 PAGE
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: 10-15-2014

Signature: 

A public entity may require a stricter and/or more extensive form of certification.

STATEMENT OF COMPLIANCE

CEM-2503 (REV 8/1996)

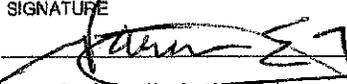
CONTRACTOR/SUBCONTRACTOR NET ELECTRIC, INC	CONTRACT NUMBER NEIGHBORHOOD STREET LIGHT PROJECT
FIRST DAY AND DATE OF PAY PERIOD MONDAY October 6, 2014	LAST DAY AND DATE OF PAY PERIOD FRIDAY October 12, 2014

I do hereby certify under penalty of perjury:

- (1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-referenced time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions.
- (2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wages rates:
 - (a) Specified in the applicable wage determination incorporated into the contract;
 - (b) Determined by the Director of Industrial Relations for the county or counties in which the work is performed; that the classification set forth therein for each laborer or mechanic conform with the work he or she performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.
- (4) That fringe benefits as listed in the contract:
 - (a) Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as noted below.
 - (b) Have been paid directly to the listed employee(s), except as noted below.
 - (c) See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS:

NAME (PLEASE PRINT.) NATHAN TYLER	TITLE PRESIDENT
SIGNATURE 	DATE 10-15-2014

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Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (See section 1001 of title 18 and section 3729 of title 31 of the United States Code).

RECEIVED
 BY: [Signature]
 OCT 23 2014



California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

NAME OF CONTRACTOR: NET ELECTRIC, INC
 CONTRACTOR'S LICENSE NO.: 960045
 ADDRESS: 1160 Suite
 OR SUBCONTRACTOR:
 SPECIALTY LICENSE NO.:

PAYROLL NO.: 4
 FOR WEEK ENDING: 10/19/2014
 WORKERS' COMPENSATION POLICY NO.: 9067656
 PROJECT OR C PROJECT AND

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY							(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PA							
			M	T	W	TH	F	S	S			DATE	THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/HOLIDA		
James Miller 7931 [Redacted]	2	Electrician								32	60.00	1920.00		351.71	119.04	132.68	19.20				
Jeremy Roberts 3097 [Redacted]	1	Apprentices								32	29.23	1051.73		49.41	42.42	4.06	6.84				
Anthony Jones 7602 [Redacted]	2	Laborer								8	48.27	431.79		1.74	26.77	0	4.32				
Jocko Milan 8779 [Redacted]	4	Laborer								8	48.27	431.79		8.47	26.77	0	4.32				

Form A-1-131 (New 2-90)
 S - STRAIGHT TIME
 O - OVERTIME
 SDI - STATE DISABILITY INSURANCE
 *OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary.

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(Paper Size then 8-1/2 x 11 inches)

I, NATHAN TYLER, the undersigned, am the
(Name - print)

PRESIDENT with the authority to act for and on behalf of
(Position in business)

NET ELECTRIC, INC, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of CERT PAYROLL RECORDS, 1 PAGE
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: 10-22-2014

Signature: 

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CEM-2503 (REV 8/1996)

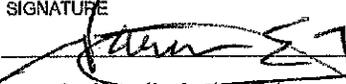
CONTRACTOR/SUBCONTRACTOR NET ELECTRIC, INC	CONTRACT NUMBER NEIGHBORHOOD STREET LIGHT PROJECT
FIRST DAY AND DATE OF PAY PERIOD MONDAY October 13, 2014	LAST DAY AND DATE OF PAY PERIOD FRIDAY October 19, 2014

I do hereby certify under penalty of perjury:

- (1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-referenced time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions.
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EXCEPTION CRAFT	EXPLANATION

REMARKS:

NAME (PLEASE PRINT.) NATHAN TYLER	TITLE PRESIDENT
SIGNATURE 	DATE 10-22-2014

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