

REQUEST for CONTACT INFORMATION



In an effort to insure appropriate communication, please fill out and return the following information to:

ROBERT A. BOTHMAN, INC.
2690 Scott Boulevard
Santa Clara, CA 95050

Phone: (408) 279-2277
Fax : (408) 279-2281

RE: _____ **0** _____
0

YOUR COMPANY CONTACTS (for the above referenced project)

Co. Name: _____

Address: _____

0

Phone: (000) 000-0000 _____ License: _____ 0 _____

Fax: (000) 000-0000 _____

Project Manager

Name: _____

Phone: _____

Fax: _____

Cell: _____

Email: _____

Contract/Project Administrator

Name: _____

Phone: _____

Fax: _____

Email: _____

Payroll Administrator (prevailing wage projects only)

Name: _____

Phone: _____

Fax: _____

Email: _____

Accounts Receivable / Billing

Name: _____

Phone: _____

Fax: _____

Email: _____

Emergency Contact:

Name: _____

Phone: _____

LIST OF SIGNATORY UNIONS



OWNER: 0
SUBCONTRACTOR:
PRIME CONTRACTOR: Robert A. Bothman, Inc., 2690 Scott Blvd., Santa Clara, CA 95050
PROJECT NAME: 0

List all Unions that you are signatory to in the spaces provided:

1 Union Name:
Address
City, State ZIP
Representative:
Phone/Fax

2 Union Name:
Address
City, State ZIP
Representative:
Phone/Fax

3 Union Name:
Address
City, State ZIP
Representative:
Phone/Fax

I am a Non-Union Subcontractor.

- checkbox We will be employing and classifying our workers as Laborers on this project.
checkbox We will be employing and classifying our workers as Operators on this project.
checkbox We will be employing and classifying our workers as Cement Masons on this project.
checkbox We will be employing and classifying our workers as Carpenters on this project.
checkbox We will not be classifying nor employing any of our workers as Operators, Laborers, Cement Masons, or Carpenters on this project.

I represent that the foregoing is true and correct to the best of my ability:

Signature Date

Please feel free to contact me with any questions you may have at kheming@bothman.com, 408-279-2277.

FRINGE BENEFIT STATEMENT

CONTRACTOR NAME: _____

PROJECT: _____ 0 _____

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds, or programs as listed below:

Classification	Fringe Benefit Hourly Amount	Name of the plan or Fund (Attach Premium Transmittal)
Documentation of Plan contribution <u>must</u> be returned with this statement. Please attach a copy of your most recent transmission into each medical, pension, or profit sharing plan account indicating worker name and amount of contribution	Vacation \$ _____	_____
	Health & Welfare \$ _____	_____
	Pension \$ _____	_____
	Apprentice/Training \$ _____	_____
	Other \$ _____	_____
	_____	Vacation \$ _____
_____	Health & Welfare \$ _____	_____
_____	Pension \$ _____	_____
_____	Apprentice/Training \$ _____	_____
_____	Other \$ _____	_____
_____	Vacation \$ _____	_____
_____	Health & Welfare \$ _____	_____
_____	Pension \$ _____	_____
_____	Apprentice/Training \$ _____	_____
_____	Other \$ _____	_____

All (or some) fringes are paid in cash by adding the amount to the employee's basic hourly rate.

 Company Name (please print)

 Name & Title (please print)

 Date

 Signature

LIST OF SUBCONTRACTORS/SUPPLIERS/TRUCKERS



OWNER: _____ 0
 SUBCONTRACTOR: _____
 PRIME CONTRACTOR: _____ Robert A. Bothman, Inc. _____
 PROJECT NAME: _____ 0
 PROJECT NUMBER: _____ 0

	SUBCONTRACTORS / SUPPLIERS / TRUCKERS	WORK INVOLVED	DOLLAR AMOUNT
01	Name: Address: Phone/Fax: Contact:		
02	Name: Address: Phone/Fax: Contact:		
03	Name: Address: Phone/Fax: Contact:		
04	Name: Address: Phone/Fax: Contact:		
05	Name: Address: Phone/Fax: Contact:		
06	Name: Address: Phone/Fax: Contact:		
07	Name: Address: Phone/Fax: Contact:		
08	Name: Address: Phone/Fax: Contact:		
09	Name: Address: Phone/Fax: Contact:		

If you are using your own materials write "all materials from subs lien free stock" on your company letter head and return back to RAB.

Subcontractor: _____

Project Name and Location: _____
0
0

List of Employees by Name and Classification

Employee Name	Employee Classification
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

Comments:

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
(CA CIVIL CODE SECTION 8132)**

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANTS LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that is document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is

Maker of Check: _____
Amount of Check: \$ _____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

- 1 Retentions
- 2 Extras for which the claimant has not received payment
- 3 The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
[Date\(s\) of waiver and release:](#) _____
Amount(s) of unpaid progress payment(s) _____
- 4 Contract rights, including;
(A) a right based on rescission, abandonment, or breach of contract, and
(B) the right to recover compensation for work not compensated by the payment

Signature:

Claimant's Signature: _____
Claimant's Title: _____



Date of Signature:

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
(CA CIVIL CODE SECTION 8134)**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that is document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

Exceptions

This document does not affect any of the following:

- 1 Retentions
- 2 Extras for which the claimant has not received payment
- 3 Contract rights, including;
 - (A) a right based on rescission, abandonment, or breach of contract, and
 - (B) the right to recover compensation for work not compensated by the payment

Signature:

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**
(CA CIVIL CODE SECTION 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANTS LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that is document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: _____

Signature:

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**
(CA CIVIL CODE SECTION 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that is document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: _____

Signature:

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ Date _____

Typed Name _____

Title _____

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**



REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date: _____	Contractor Requesting Dispatch:
To Applicable Apprenticeship Committee:	Name: _____
Name: _____	Address: _____
Address: _____	_____
_____	License No. _____
Tel. No. _____ Fax No. _____	Tel. No. _____ Fax No. _____

Project Information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ **Craft or Trade:** _____

Date Apprentice(s) to Report: _____ (72 hrs. notice required) **Time to Report:** _____

Name of Person to Report to: _____

Address to Report to: _____

*You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit <http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>*

DAS 142 (Revised 04/14)

CONTRACTOR PAYROLL SUBCONTRACTOR PAYROLL

www.dir.ca.gov/DLSR/PWD - For Prevailing Wage Determinations

DC-CEM 2502 (OLD HC-347 REV 6/96)

PERSONAL INFORMATION NOTICE

The requested personal information is voluntary. The principal purpose of the voluntary information is so the department can fulfill the need of the form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 8, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Officer.

CONTRACTOR/SUBCONTRACTOR NAME										BUSINESS ADDRESS																													
PAYROLL NO.										FOR WEEK ENDING										PROJECT AND LOCATION										CONTRACT NUMBER: 05000 - 00000									
																				0																			
EMPLOYEE NAME, ADDRESS, AND SOCIAL SECURITY NUMBER	# EX	WORK CLASSIFICATION	OT or ST	DAY AND DATE							TOTAL HOURS	RATE OF PAY	THIS PROJECT	ALL PROJECTS	FED TAX	FICA (SOC SEC)	STATE TAX	LOCAL TAX	OTHER TAX	OTHER DED	NET WAGES PAID FOR WEEK	CHK #																	
				Su	Mo	Tu	We	Th	Fr	Sa																													
				HOURS WORKED EACH DAY																																			
			O																																				
			S																																				
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STATEMENT OF COMPLIANCE

CP-CEM-2503 (OLD HC-348 REV 8/96)

CONTRACTOR OR SUBCONTRACTOR		CONTRACT NUMBER	
		05000	- 00000
FIRST DAY AND DATE OF PAY PERIOD		LAST DAY AND DATE OF PAY PERIOD	

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 wage 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/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), funds(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)	TITLE
SIGNATURE	DATE

On federally-funded projects, permissible deductions are defined in Regulations, Part 3 (29 CFR, Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948 Stat. 108, 72 Stat. 967;76 Stat 357:40 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 231 of Title 31 of the United States Code).

STATEMENT OF NON-PERFORMANCE



JOB# 05000 - 00000

PAYROLL # _____

DATE: _____

NAME OF PRIME / SUBCONTRACTOR: _____

I DO HEREBY STATE THAT NO PERSONS WERE EMPLOYED ON THE CONSTRUCTION OF THE PROJECT

0
(NAME OF PROJECT)

0 0
(ADDRESS OF PROJECT)

DURING THE PAYROLL PERIOD COMMENCING ON THE _____ DAY OF _____, 20____

AND ENDING ON THE _____ DAY OF _____, 20____.

(SIGNATURE)

(TITLE)

(DATE)

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

From: _____

 Phone/Fax: _____

Project: _____
 Location: _____

 Payment Request No. _____
 Period From: _____
 Period To: _____

To: **ROBERT A. BOTHMAN CONSTRUCTION 3rd**
2690 SCOTT BOULEVARD
SANTA CLARA, CA 95050
PHONE (408) 279-2277 | FAX (408) 279-2379

FOR ROBERT A. BOTHMAN, INC. USE ONLY	
RAB Contract No.:	_____
Approved by RAB PM:	_____
RAB Job/Task Code	_____
Date Approved by RAB PM:	_____

STATEMENT OF CONTRACT AMOUNT

CHANGE ORDER BREAKDOWN			
#	Date	Approved	Pending
		\$0.00	
Total to Date		\$20,272.00	
TOTAL CHANGE ORDERS			

1.	Original Contract	\$	\$0.00
2.	Approved Change Orders	\$	\$0.00
3.	Adjusted Contract Amount	\$	\$0.00
4.	Original Contract Work Stored & Complete	\$	-
5.	Approved Change Orders Stored & Complete	\$	-
6.	Total Gross Billing To Date	\$	-
7.	(Total Gross Retention To Date)	\$	-
	Less Previous Gross Billings To Date	\$	-
8.	Gross Billing Due This Period	\$	-
9.	Less 10% Retention This Period	\$	-
10.	Current Amount Due	\$	-
11.	Amount Remaining	\$	\$0.00

CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date shown above represent the actual value of accomplishments under the terms of the Contract (and all authorized changes thereto) between the undersigned and ROBERT A. BOTHMAN, INC. to the above referenced project.

I also certify that payments, current to date, have been made through the period covered by previous payments received from the Contractor to (1) all subcontractors less applicable retention and (2) for all materials and labor used in or in connection with, the performance of this Contract. I further certify that I have complied with federal, state, and local tax laws, including social security laws and unemployment compensation laws and worker's compensation laws insofar as applicable to the performance of this Contract. I further certify that the amount received under this payment request will be applied to discharge all labor, labor trust funds, material and sub-contract obligations applicable to this project and up to the date thereof.

INSURANCE: Subcontractor certifies that he is in full compliance with all insurance requirements on all of its operations per Section 16 of the Subcontract Agreement.

I acknowledge that my payment(s) can and will be held if compliance documents such as but not limited to; certified payroll, union clearance, supplier releases and insurance certificates are not submitted current and up to date as outlined in Section 4 of the Subcontract Agreement

The Subcontractor certifies that his work has been completed on the aforesaid property to the extent herein set forth and agrees to hold harmless the Owner of said property and ROBERT A. BOTHMAN, INC. from any cost and/or liability whatsoever, including but not limited to insurance claims, arising out of any claim or demand on account of the said work, labor, or materials.

(* Retention not withheld for materials if agreed to in subcontract)

 Subcontractor

 Signed by Duly Authorized Representative

 Date

 Title