(Contract for Review) Budgetary Adjustments and Contract Award: Florin Road Pavement Rehabilitation Project (T15215800)

File ID: 2023-01258

Location: District 5, Represented by Councilmember Maple; District 8, Represented by Councilmember Vang

Recommendation: Accept and publish for review a Resolution: 1) approving the Plans and Specifications for the Florin Road Pavement Rehabilitation Project (T15215800); 2) authorizing the City Manager or the City Manager’s designee to increase the revenue and expenditure budget of the Florin Road Pavement Rehabilitation Project (T15215800) by $2,248,000 (Other Capital Grants, Fund 4); 3) authorizing the City Manager or the City Manager’s designee to transfer $3,742,000 (Roadway Maintenance and Rehabilitation Act, Fund 2036) from the expenditure budget of the Transportation Corridor Program (R15200000) to the expenditure budget of the Florin Road Pavement Rehabilitation Project (T15215800); 4) awarding the construction contract for the Florin Road Pavement Rehabilitation Project (T15215800) to O.C. Jones and Sons, Inc. for an amount not to exceed $4,208,129 and; 5) authorizing the City Manager or the City Manager’s designee to execute the construction contract for the Florin Road Pavement Rehabilitation Project (T15185800); and continue to October 24, 2023, for approval.

Contact: William Shunk, Senior Engineer (916) 808-2986, wshunk@cityofsacramento.org; Ofelia Avalos, Engineering Services Manager (916) 808-5054, oavalos@cityofsacramento.org, Department of Public Works

Presenter: None.

Attachments:
1-Description/Analysis
2-Resolution
3-Project Plans
4-Construction Contract
Description/Analysis

Issue Detail: Florin Road between 24th Street and Munson Way was identified in the Vision Zero Action Plan as one of the City's top five high injury corridors. Between 2009 and 2017, 16 crashes within the project's limits resulted in a fatality or severe injury, eight of which involved a person walking or biking. The Florin Road Pavement Rehabilitation Project (T15215800) is the first of two projects that will address this issue by slowing down automobile traffic, modernizing signal equipment, and improving bicycle facilities. The project will include an asphalt overlay of Florin Road between 24th Street and Munson Way, close gaps in the City's bicycle lane network, improve curb ramps to meet Americans with Disabilities Act (ADA) standards, upgrade signal equipment, install advanced dilemma zone detection, and connect existing and future traffic signals to the City's Traffic Operations Center.

The project plans and specifications have been completed and are included as Attachment 3. Construction of the project is being funded with a combination of State Local Partnership Program (LPP) funds matched with Roadway Maintenance and Rehabilitation Act (RMRA) funding. Appropriation of the LPP funds and transfer of RMRA funds are needed to construct the project.

The project was advertised for construction and received eight bids. Staff recommends awarding the construction contract to O.C. Jones and Sons, Inc.

Policy Considerations: The Florin Road Pavement Rehabilitation Project is consistent with the City General Plan goals and key policies of operating and maintaining streets and roadways that accommodate and promote safe and convenient travel for all users. The projects will help manage safe operating conditions on Florin Road (General Plan M 1.1.2), improve pedestrian safety at intersections and crossings (General Plan M2.1.7), and ensure traffic signal operations that consider the safe and efficient travel for all modes (General Plan M 4.4.4).

The action is consistent with the adopted Vision Zero goal to work collaboratively in a data-driven effort to eliminate traffic fatalities and serious injuries by 2027, including to develop designs and secure grant funding for the first Top five priority corridors, with a focus on roadway designs for reduced speeds (2.2).

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than $1,000,000 shall be made available to the public at least ten (10) days prior to council action.

Economic Impacts: This new infrastructure is expected to create 16.83 total jobs (9.68 direct jobs and 7.15 jobs through indirect and induced actives) and create $2,598,246.13 in total economic output ($1,637,694.40 of direct output and another $960,551.73 of output through indirect and
induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical $1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations:

**California Environmental Quality Act (CEQA):** The City of Sacramento Environmental Planning Services has reviewed this project and determined that it is exempt from the provisions of CEQA under Class 1, Section 15301 which consists of the operation, repair, maintenance, or minor alteration of existing public or private structures or facilities involving negligible or no expansion of existing or former use.

**Sustainability:** The project is consistent with the City’s goals to promote walking and bicycling, and to create a healthier urban environment by eliminating pedestrian barriers with the construction of safe pedestrian crossings. The project will reduce dependence on the private automobile, decrease the use of fossil fuels, and encourage active modes of transportation.

**Commission/Committee Action:** The project was included as an informational item at the October 4, 2023, meeting of the Sacramento Disabilities Advisory Commission.

**Rationale for Recommendation:** The City Council action is required to perform the budgetary adjustments necessary to award and complete construction of the Florin Road Pavement Rehabilitation Project which includes appropriation of $2,248,000 in LPP construction funding (Other Capital Grants, Fund 3704) and the transfer of $3,742,000 in RMRA (Roadway Maintenance and Rehabilitation Act, Fund 2036) funding from the Corridor Program.

The project was advertised for construction with an engineer’s estimate of $5,330,000 and a local business enterprise goal (LBE) of 5%. A total of eight bids were received on August 9, 2023, as summarized below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid</th>
<th>LBE (5% Minimum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>O. C. Jones and Sons, Inc.</td>
<td>$4,208,128.60</td>
<td>15.5%</td>
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<tr>
<td>McGuire and Hester</td>
<td>$4,510,704.00</td>
<td>54.9%</td>
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<tr>
<td>All-American Construction, Inc.</td>
<td>$4,575,176.65</td>
<td>10.8%</td>
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</table>
All bidders except for DeSilva Gates Construction met the required bid conditions. Staff recommends that the construction contract be awarded to the lowest responsive and responsible bidder, O.C. Jones and Sons, Inc. Construction is anticipated to begin November 2023 and be completed by October 2024.

**Financial Considerations:** The estimated total cost to complete this first phase of the Florin Road Pavement Rehabilitation Project (T15215800) is approximately $6,345,000. By approving the budgetary adjustments for $2,248,000 (Other Capital Grants, Fund 3704), and the transfer of $3,742,000 (Roadway Maintenance and Rehabilitation Act, Fund 2036) from the expenditure budget of the Transportation Corridor Program (R15200000) to the expenditure budget of the Florin Road Pavement Rehabilitation Project (T15215800), there will be sufficient funding to award the construction contract to O.C. Jones and Sons, Inc. for an amount not to exceed $4,208,129.

There is sufficient funding within the Transportation Corridor Program (R15200000) to support the transfer of $3,742,000 (Roadway Maintenance and Rehabilitation Act, Fund 2036) to the Florin Road Pavement Rehabilitation Project (T15215800).

No General Funds are planned or allocated to this project.

**Local Business Enterprise (LBE):** The City’s LBE requirement for this project is 5%. O.C. Jones and Sons, Inc. has pledged a 15.5% LBE participation for this project.
RESOLUTION NO.
Adopted by the Sacramento City Council

BUDGETARY ADJUSTMENTS AND CONTRACT AWARD: FLORIN ROAD PAVEMENT REHABILITATION PROJECT (T15215800)

BACKGROUND

A. Florin Road between 24th Street and Munson Way was identified in the Vision Zero Action Plan as one of the City's top five high injury corridors. Between 2009 and 2017, 16 crashes within the project’s limits resulted in a fatality or severe injury, eight of which involved a person walking or biking. The Florin Road Pavement Rehabilitation Project (T15215800) is the first of two projects that will address this collision history by slowing down automobile traffic, modernizing signal equipment, and improving bicycle facilities.

B. The project will include an asphalt overlay of Florin Road between 24th Street and Munson Way, close gaps in the City’s bicycle lane network, improve curb ramps to meet Americans with Disabilities Act (ADA) standards, upgrade signal equipment, install advanced dilemma zone detection, and connect existing and future traffic signals to the City’s Traffic Operations Center.

C. The project plans and specifications have been completed.

D. Construction of the project is being funded with a combination of State Local Partnership Program (LPP) and Roadway Maintenance and Rehabilitation Act (RMRA) funding. Budgetary adjustments of the LPP funds and transfer of RMRA funds are needed to construct the project.

E. The project was advertised for construction with an engineer’s estimate of $5,330,000 and a local business enterprise goal (LBE) of 5%. A total of eight bids were received on August 9, 2023, as summarized below:

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<tr>
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<tr>
<td>All-American Construction, Inc.</td>
<td>$4,575,176.65</td>
<td>10.8%</td>
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<td>George Reed, Inc.</td>
<td>$4,977,272.00</td>
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<td>Martin Brothers Construction</td>
<td>$5,083,075.50</td>
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<td>Granite Construction</td>
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<tr>
<td>DeSilva Gates Construction</td>
<td>$5,280,280.00</td>
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Version Dated 10/16/19
F. Staff recommends that the construction contract be awarded to the lowest responsive and responsible bidder, O.C. Jones and Sons, Inc.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. Plans and Specifications for the Florin Road Pavement Rehabilitation Project (T15215800) are approved.

Section 2. The City Manager or the City Manager’s designee is authorized to increase the revenue and expenditure budget of the Florin Road Pavement Rehabilitation Project (T15215800) by $2,248,000 (Other Capital Grants, Fund 3704).

Section 3. The City Manager or the City Manager’s designee is authorized to transfer $3,742,000 (Roadway Maintenance and Rehabilitation Act, Fund 2036) from the expenditure budget of the Transportation Corridor Program (R15200000) to the expenditure budget of the Florin Road Pavement Rehabilitation Project (T15215800).

Section 4. The construction contract for the Florin Road Pavement Rehabilitation Project (T15215800) is awarded to O.C. Jones and Sons, Inc. for an amount not to exceed $4,208,129.

Section 5. The City Manager or the City Manager’s designee is authorized to execute the construction contract for the Florin Road Pavement Rehabilitation project (T15185800).
GENERAL NOTES:

1. CONTRACTOR SHALL COMPLY WITH BUSINESS AND PROFESSIONAL CODE SECTION 8727.05 IN REGARDING REFERENCE POINTS AND PRECISE LEVELING, MOTHER OR RELATIVE MONUMENTS, WHETHER OR NOT MONUMENTS ARE SHOWN OR MENTIONED IN THESE PLANS.

2. IF MONUMENTS IS DAMAGED TO CONTRACTOR'S SATISFACTION, WHETHER OR NOT MONUMENTS ARE SHOWN ON THESE PLANS, CONTRACTOR SHALL REPLACE AT CONTRACTOR'S COST.

LEGEND:

- 10 CONTROL POINT
- 10 MONUMENT TO BE REFERENCED / REPLACED

BASES OF BEARING:

BEARING AND COORDINATES SHOWN ARE BASED ON MONUMENTS G2904, G2905, G2907, G2909, G3006, AND G3007 AS SHOWN ON THE S blaming map. The static survey filed in book 69 of volume 2002, at page 1, the combined scale factor to be applied to the distance is 0.97667.

SURVEY CONTROL TABLE

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CURVE DATA

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CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

IMPROVEMENT PLANS FOR
FLORIN ROAD PAVEMENT REHABILITATION
PROJECT CONTROL DIAGRAM

PC-1
GENERAL NOTES:
1. FOR ALL LOCATIONS, ELEV., AND D DEMIONS OF CURVE
CUTTERS, SADDLES, AND RAISED PLAIN SECTIONS, THE
CREATION OF A STRUCTURE, SECTION 2 TAMIN.
2. PAVEMENT TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.
3. PAVEMENT PAVEMENT SHALL BE 30% OF THE TOLERANCES SPED ON AN APPROVED
do.

DESIGN DESIGNATIONS:
FLORIN ROAD
HORIZONTAL = 5
VERTICAL = 7
DESIGN SPEED
FLORIN ROAD = 45 MPH

REVISIONS

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

MARK THOMAS

IMPROVEMENT PLANS FOR
FLORIN ROAD PAVEMENT REHABILITATION
TYPICAL SECTIONS

X-1

36
24TH STREET
FROM STA 13460.00 TO STA 13480.88

FLORIN ROAD
FROM STA 13743.18 TO STA 13769.96
DRAINAGE NOTES:
1. All storm sewers for Z3S are located on the "Improvement Plan" line at face of curb unless otherwise noted.
2. All drop inlets of grade elevations are elevated to the curb line and do not include depressions.
3. Existing drainage elevations are approximate when connecting to an existing storm system. The contractor shall verify the existing drainage at the connection location prior to connecting or installing any new drainage facilities.
4. When constructing the new storm pipe, the contractor shall notify SDH of the start of the project to verify that the proposed system can be constructed per plan prior to laying pipe. The trench shall be filled with RCP to backfilling in accordance with the plans.
5. All drop inlets and manholes shall be installed with a minimum clearance of five (5) feet from the centerline of the pipe and one (1) foot from the center of any curb or street furniture.
6. Existing elevations shown as (XX-XX).
7. When connecting to an existing storm system, the contractor shall verify and maintain existing pipe material if connecting to existing PVC pipe, use PVC clamps, or other approved means.

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT (REGENCY) GENERAL NOTES:
1. Activities that involve work on or around existing regional San facilities or facilities requires an approved access permit from the Regional Sanitation District (REGENCY) of south Sacramento. Access permits are required for construction or operational activities within the existing facility or any other works that may affect the operation of the facility. Access permits are required for the conduct of work within the facilities, including the Regional Sanitation District. Access permits may be issued for Regional Sanitation District's use of Regional Sanitation District.
2. All permits issued shall be reviewed by the appropriate regional Sanitation District personnel. Any permits or other agreements required by the Regional Sanitation District shall be issued to the contractor or any other entity involved in the work.
3. Any proposed utility crossing of a Regional Sanitation District shall be in accordance with local and state regulations and approvals of the Regional Sanitation District.
4. Regional Sanitation District shall not be permitted to enter any existing Regional Sanitation District areas.
5. Existing Regional Sanitation District utilities shall not be permitted to enter the Regional Sanitation District areas.
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UTILITY CONTACT TABLE:

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<th>Contact Person</th>
<th>Address</th>
<th>Phone Number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTRAL</td>
<td>ROBERT WELLS</td>
<td>1234 STREET</td>
<td>(916) 555-1212</td>
<td><a href="mailto:ROBERT.WELLS@ASTRAL.COM">ROBERT.WELLS@ASTRAL.COM</a></td>
</tr>
<tr>
<td>CITY - WATER</td>
<td>EDWARD OAK</td>
<td>1234 STREET</td>
<td>(916) 666-7777</td>
<td><a href="mailto:EDWARD.OAK@CITY.WATER.COM">EDWARD.OAK@CITY.WATER.COM</a></td>
</tr>
<tr>
<td>SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT</td>
<td>ROBERT ARMSTRONG</td>
<td>1234 STREET</td>
<td>(916) 888-9999</td>
<td><a href="mailto:ROBERT.ARMSTRONG@SANITATION.COM">ROBERT.ARMSTRONG@SANITATION.COM</a></td>
</tr>
<tr>
<td>CITY - STORM DRAIN</td>
<td>EDWARD OAK</td>
<td>1234 STREET</td>
<td>(916) 666-7777</td>
<td><a href="mailto:EDWARD.OAK@CITY.WATER.COM">EDWARD.OAK@CITY.WATER.COM</a></td>
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<tr>
<td>CITY - WASTE WATER</td>
<td>EDWARD OAK</td>
<td>1234 STREET</td>
<td>(916) 666-7777</td>
<td><a href="mailto:EDWARD.OAK@CITY.WATER.COM">EDWARD.OAK@CITY.WATER.COM</a></td>
</tr>
<tr>
<td>PIGEON POINT GAS COMPANY</td>
<td>ANGELA WILSON</td>
<td>1234 STREET</td>
<td>(916) 555-1212</td>
<td><a href="mailto:ANGELA.WILSON@PIGEONPOINT.COM">ANGELA.WILSON@PIGEONPOINT.COM</a></td>
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<tr>
<td>SACRAMENTO GAS COMPANY</td>
<td>JERRY BROWN</td>
<td>1234 STREET</td>
<td>(916) 555-1212</td>
<td><a href="mailto:JERRY.BROWN@SACRAMENTO.COM">JERRY.BROWN@SACRAMENTO.COM</a></td>
</tr>
<tr>
<td>SACRAMENTO LIGHT &amp; POWER</td>
<td>ASHLEY MILLER</td>
<td>1234 STREET</td>
<td>(916) 555-1212</td>
<td><a href="mailto:ASHLEY.MILLER@SLP.COM">ASHLEY.MILLER@SLP.COM</a></td>
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<tr>
<td>SACRAMENTO METROPOLITAN TRAFFIC AUTHORITY</td>
<td>JEFF WILSON</td>
<td>1234 STREET</td>
<td>(916) 555-1212</td>
<td><a href="mailto:JEFF.WILSON@MTRA.COM">JEFF.WILSON@MTRA.COM</a></td>
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<tr>
<td>SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT</td>
<td>CHUCK SMITH</td>
<td>1234 STREET</td>
<td>(916) 555-1212</td>
<td><a href="mailto:CHUCK.SMITH@SANITATION.COM">CHUCK.SMITH@SANITATION.COM</a></td>
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<tr>
<td>SACRAMENTO TELEPHONE COMPANY</td>
<td>JENNIFER DOUGHERTY</td>
<td>1234 STREET</td>
<td>(916) 555-1212</td>
<td><a href="mailto:JENNIFER.DOUGHERTY@SACRAMENTO.COM">JENNIFER.DOUGHERTY@SACRAMENTO.COM</a></td>
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<tr>
<td>SOUTHERN CALIFORNIA EDISON</td>
<td>NATHAN BROWN</td>
<td>1234 STREET</td>
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<td><a href="mailto:NATHAN.BROWN@SCE.COM">NATHAN.BROWN@SCE.COM</a></td>
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</tbody>
</table>

UTILITY LEGEND:
- RELIEVE UTILITY: GAS (SMOKE) SMOKE (BRAKE) HEADLIGHT (TMI) LADDER (COV) LIGHT (TMI) UTILITY SYSTEMS AND ACCESSORIES (TMI) WATER (TMI) SEWER (TMI) GAS (TMI) ELECTRIC (TMI)
POTHOLE DATA TABLE

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CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

FLORIN ROAD PAVEMENT REHABILITATION
DRAINAGE AND UTILITY PLAN

DU-2

IMPROVEMENT PLANS FOR
### Pothole Data Table

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### Diagram Description

- **DU-3**
- **CITY OF SACRAMENTO**
- **DEPARTMENT OF PUBLIC WORKS**
- **FLORIN ROAD PAVEMENT REHABILITATION**
- **DRAINAGE AND UTILITY PLAN**

The diagram includes various utility placements and specifications, with annotations detailing the alignment, Northing, Easting, and Elevation data for each pothole listed in the table. The plan shows detailed drainage and utility lines, including water, gas, and electrical connections, with specific coordinates and elevation details provided.
GENERAL NOTES SIGNING AND STRIPING:

1. All work shall be done in accordance with the City of Sacramento design and procedures manual, dated September 2016, the City of Sacramento Standard Plans Update dated November 2016, and the Standard Plans, dated June 2019.

2. This plan is accurate for signing and striping work within the public right of way only.

3. All existing signs and striping are to remain unless otherwise noted complete between existing and proposed shall be removed by the乙方.

4. All striping and markings shall be thermoplastic unless noted otherwise. In tape (or approved equivalent) shall be used on concrete surfaces.

5. Exact position and location of all roadway signs shall be determined in the field by乙方.

6. Removal of existing striping and pavement markings shall be accomplished by approved striping methods.

7. Curbs shall be 18" feet wide including the 6" solid pavement markings and shall be white unless otherwise noted.

8. All signing and striping work shall be coordinated with the electrical work as directed by the乙方.

9. Lane widths adjacent to curbs are measured to the face of curbs.

10. Signs shall be installed during the day unless the sign is necessary. In the dark or when the sign is necessary, signs shall be installed between the curb and street. Signs in pedestrian areas shall have a clearance from the edge of at least 7 feet if the clearance requirement is not satisfied after the installation of additional signs, contracts shall install a new sign post.

11. All roadway signs (regulatory, warning, guide, school zone and Other signs) shall be mounted on post not exceeding 6" feet for 6" wide signs. The post shall not be used in any sign other than school related service.

12. Signs shall be installed on signals and street light poles where feasible. See electrical plans for pole locations.

13. Contractor shall verify with the engineer that the exact street name and street address for placement on street name signs prior to ordering signs.

14. All signs shall be installed as noted in the drawing symbols.

15. At newly installed locations, remove existing stop signs, stop legends and signs at the time signal is turned on.

16. Contractor shall deliver all removed roadway signs to the City of Sacramento South Area Corporation Yard at 3200 24th Street, Modesto, phone (916) 886-4138.
SIGNING AND STRIPING NOTES:

- INSTALL 24" LIMIT LINE PER DETAIL 4, SHEET SS-1
- COLORED BIKE LANE PER DETAIL 1, SHEET SS-1
- INSTALL WHITE TRIPLE FOUR CROSSWALK PER CITY STANDARD DETAIL T-185
- INSTALL 4" WHITE STRIPE Rotated at 45° AT 30° SPACING O.C. PER DETAIL 2, SHEET SS-1
- INSTALL MEDIAN NOSE SIGNS & MARKERS PER CITY STANDARD DETAIL T-230
- INSTALL MEDIAN NOSE SIGNS & MARKERS PER CITY STANDARD DETAIL T-260
- INSTALL RED PAINTED CURB PER CITY STANDARD DETAIL T-160, LENGTH AS SHOWN ON PLAN
- INSTALL YELLOW TRIPLE FOUR CROSSWALK PER CITY STANDARD DETAIL T-185
- INSTALL GREEN BIKE LANE AT DRIVeways PER DETAIL 3, SHEET SS-1
- INSTALL 4" YELLOW STRIPE Rotated at 45° AT 12° SPACING O.C.
- INSTALL 24" WHITE STRIPE PER MUTCD FIGURE 804-4(C4)
- INSTALL GREEN SHARED ROADWAY BICYCLE MARKING PER DETAIL 5, SHEET SS-1

LEGEND:

- INSTALL ROADSIDE SIGN
- REMOVE ROADSIDE SIGN
- RELocate EXISTING SIGN
- PROPOSED CA MUTCD STRIPING DETAIL A
- EXISTING CA MUTCD STRIPING DETAIL A
- BIKE LANE PER CA MUTCD FIGURE 804-3(C)
- SHARED LANE MARKING PER CA MUTCD FIGURE 804-10B(CA)
- nose ArM MOUNTED SIGN
- nose ArM POLE
- bus STOP location
- pg/cp
- ANGLE POINT
- "STOP" PAVEMENT MARKING
- "KEEP CLEAR" PAVEMENT MARKING PER CA MUTCD FIGURE 804-10B(CA)
- INSTALL TYPE IV (L/H) ARROW
- INSTALL TYPE VII ARROW
- RAILROAD CROSSING MARKING PER MUTED FIGURE 804-7(CA)
- EXISTING ROADSIDE SIGN ON EXISTING POLE OR STREETLIGHT
- PROPOSED ROADSIDE SIGN ON PROPOSED POLE
- DELINEATION (TYPE B-71)
- RED CURB

C47C (CA)
10-15
R73-3 (CA)
R6-1R
R73-2 (CA)
R6-1R
D3-1
R26 (CA)
R81 (CA)
R81A (CA)
R81B (CA)
R28 (CA)
R118 (CA)
D3-1 (24TH St)
D3-1 (FLORIN Rd)

1. All construction materials and workmanship shall conform to the latest City of Sacramento Standard Specifications (2020), the latest City of Sacramento Traffic Signal Standards, the latest City of Sacramento Qualified Parts Lists, and the latest CALTRANS Standard Plans and Standard Specifications (2022), as shown hereon, and in the special provisions, unless otherwise noted. The contractor shall obtain and use all applicable addendums.

2. The contractor shall be responsible for and furnish, install, and maintain temporary signs, barricades, flashing lights, and other traffic control devices for the protection of the general public and work, and to provide for the proper routing of vehicular and pedestrian traffic. The contractor shall provide to the City Traffic Engineer for review, a plan showing traffic control measures and/or detours for vehicles affected by the construction work. The approved plan shall be delivered to the construction inspector prior to the implementation of traffic control measures.

3. Responsibility for final acceptance of line and grade by the City of Sacramento will be assumed only if construction stakes are set by the City Survey Crews or their designated representative. The City will set construction stakes only if the engineer's notes indicate the need to set construction stakes within the public right-of-way.

4. The contractor shall be responsible for and furnish, install, and maintain temporary equipment and signs to adequately safeguard the general public and work, and to provide for the proper routing of vehicular and pedestrian traffic. The contractor shall also install and furnish temporary signs and barricades to prevent unauthorized access to the work area.

5. The contractor shall be responsible for and furnish, install, and maintain temporary safety equipment and signs to adequately safeguard the general public and work, and to provide for the proper routing of vehicular and pedestrian traffic.

6. The contractor shall be responsible for and furnish, install, and maintain temporary safety equipment and signs to adequately safeguard the general public and work, and to provide for the proper routing of vehicular and pedestrian traffic.

7. The contractor shall be responsible for and furnish, install, and maintain temporary safety equipment and signs to adequately safeguard the general public and work, and to provide for the proper routing of vehicular and pedestrian traffic.

8. The contractor shall be responsible for maintaining construction records for all work throughout the course of construction. Such records shall include the location and extent of all construction work, and shall be maintained until the work is accepted by the City. The contractor shall also provide to the City a complete set of drawings showing all construction work performed.

9. The contractor shall be responsible for and furnish, install, and maintain temporary safety equipment and signs to adequately safeguard the general public and work, and to provide for the proper routing of vehicular and pedestrian traffic.

10. The contractor shall be responsible for the protection of all existing utility manholes on the right-of-way during construction.

11. The contractor shall be responsible for and furnish, install, and maintain temporary safety equipment and signs to adequately safeguard the general public and work, and to provide for the proper routing of vehicular and pedestrian traffic.

12. If work shown on these plans has not commenced within two years from the date of the City's acceptance of the plans, a subsequent plan review at the City's discretion may be necessary.

13. The contractor shall comply with the City of Sacramento Administrative and Technical Procedures Manual for Grading/Erosion and Sediment Control.

14. The contractor shall be responsible for and furnish, install, and maintain temporary safety equipment and signs to adequately safeguard the general public and work, and to provide for the proper routing of vehicular and pedestrian traffic.

15. All conduits shall be Schedule 40 PVC, unless otherwise noted.

18. Pull boxes located at street corners shall not be placed within the wheelchair ramp.

19. Demolition of existing features shall be limited to the items shown on the plans and described in the special provisions. It shall be the contractor's responsibility to inform the Inspector of all existing improvements designated by the Engineer, for the purpose of evaluation, at the Expense of the Contractor.

20. The contractor shall be responsible for and furnish, install, and maintain temporary safety equipment and signs to adequately safeguard the general public and work, and to provide for the proper routing of vehicular and pedestrian traffic.

21. The contractor shall comply with the City of Sacramento Administrative and Technical Procedures Manual for Grading/Erosion and Sediment Control.

22. All construction work shall be performed in accordance with the plans and specifications, unless otherwise noted.

23. The contractor shall be responsible for and furnish, install, and maintain temporary safety equipment and signs to adequately safeguard the general public and work, and to provide for the proper routing of vehicular and pedestrian traffic.

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44. The contractor shall be responsible for and furnish, install, and maintain temporary safety equipment and signs to adequately safeguard the general public and work, and to provide for the proper routing of vehicular and pedestrian traffic.
EXISTING PHASE DIAGRAM

PROJECT NOTES (THIS SHEET ONLY):

1. SPlice NEW LOOP WIRE TO EXISTING DLC.
2. EXISTING 2"C WITH 3 DLCS. 3/4" G.
3. INSTALL NEW PULL BOX IN PLACE OF EXISTING PULL BOX.
4. PLACE 2 1/2" WITH 1 TRACER TAPE EA. (FUTURE FIBER).
5. INSTALL 3"C WITH 2 DLCS. 3/4" G.
6. INSTALL NEW PULL BOX EXISTING CONDUIT.
7. EXISTING TYPE TS2 TYPE 1 “TYPE R” CABINET WITH TS 2 TYPE 2 CONTROLLER. INSTALL APS CONTROL UNIT IN CONTROLLER CABINET AND LAND APS CONDUCTORS.
8. INSTALL 2#14 IN EXISTING CONDUIT, UNINTERRUPTED, BETWEEN EACH APS UNIT AND POLARA CARD IN CONTROLLER CABINET.
9. REMOVE AND SALVAGE EXISTING PPB. INSTALL NEW APS.
10. INSTALL 5’7” TALL PBA POST AND FOUNDATION.

EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR.

INSTALL CONDUIT INTO EXISTING PULL BOX.

1013 Galleria Blvd Roseville, CA 95678
(916) 773-1900 Suite 255

CALL TOLL FREE 1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

TRAFFIC IMPROVEMENT PLANS FOR
FLORIN ROAD AND 24TH STREET
TRAFFIC SIGNAL AND LIGHTING

APPROACH SPEED
FLORIN ROAD = 45 MPH
24TH ST = 30 MPH

EXISTING PHASE DIAGRAM

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

Fehr & Peers
FROM FLORIN ROAD TO FRANKLIN BOULEVARD
TRAFFIC SIGNAL AND LIGHTING
FLORIN ROAD AND 24TH STREET

GRAPHIC SCALE
1"=20'

EXP.
REGISTERED PROFESSIONAL ENGINEER
CIVIL
No.  90527
STATE OF CALIFORNIA

PN: T15215801
M. HARRIOTT 07/10/2023
92967 07/10/2023
E. MORI 07/10/23
D. MURPHY 07/10/23
**Approach Speed**

- FLORIN ROAD = 45 MPH

**Project Notes (This Sheet Only):**

- 122' TO EXISTING ELECTRICAL SERVICE CABINET NO. 1520 TO REMAIN.
- PLACE 3" WITH 1 TRACER TAPE (FUTURE FIBER).
- PLACE 2" WITH 2 DLC, 1#10 G.
- PLACE 2-2" WITH 1 TRACER TAPE EA. (FUTURE FIBER).
- INSTALL VISION VIDEO CAMERA ON SIGNAL MAST ARM PER CITY STANDARD DRAWINGS E-200, E-210, AND E-220. SEE SHEET TS-1 GENERAL NOTE 24.
- INSTALL 3 NEW RENO A&E Y/2-200 4-CHANNEL DETECTOR CARDS IN CABINET.
- INSTALL CONDUIT INTO EXISTING PULL BOX.
- CONDUCTORS AS INDICATED.
- EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR.
- REMOVE AND SALVAGE EQUIPMENT.

**Existing Notes:**

- EXISTING NEMA ATC EX TRAFFIC SIGNAL CONTROLLER IN TYPE R TS1 CABINET TO REMAIN. SALVAGE RACKVISION TERRA CARDS AND INSTALL VISION COMMUNICATIONS MANAGER.
- INSTALL 3 NEW PVC BOX TO USE 6-CHANNEL DETECTOR CARDS IN CABINET.
- ABANDON EXISTING ADVANCED LOOPS AND DETECTOR HANDHOLES FOR EASTBOUND AND WESTBOUND APPROACHES.
- PLACE 2" WITH 1 TRACER TAPE (FUTURE FIBER).
- INSTALL VISION VIDEO CAMERA ON LUMINAIRE MAST ARM PER CITY STANDARD DRAWINGS E-200, E-210, AND E-220. SEE GENERAL NOTE 24.
- PLACE 2" WITH 2 DLC, 1#10 G.
- PLACE 2-2" WITH 1 TRACER TAPE EA. (FUTURE FIBER).
- INSTALL VISION VIDEO CAMERA ON SIGNAL MAST ARM PER CITY STANDARD DRAWINGS E-200, E-210, AND E-220. SEE SHEET TS-1 GENERAL NOTE 24.
- INSTALL 3 NEW RENO A&E Y/2-200 4-CHANNEL DETECTOR CARDS IN CABINET.
- INSTALL CONDUIT INTO EXISTING PULL BOX.
- CONDUCTORS AS INDICATED.
- EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR.
- REMOVE AND SALVAGE EQUIPMENT.
### Pole Schedule

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**Notes:**
- **Bold Text** indicates conductors are new or quantity is modified.
- **Light Text** indicates existing conductors to remain.
- "+' provide 1#10 THW ground in each conduit.
- Contractor shall furnish and install new items per conductor schedule.
- Contractor shall remove existing conductors not shown to remain.

### Pole Schedule

<table>
<thead>
<tr>
<th>Pole</th>
<th>Standard</th>
<th>Veh. Signal</th>
<th>Ped. Signal</th>
<th>Pre</th>
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**Notes:**
- **Bold Text** indicates conductors are new or quantity is modified.
- **Light Text** indicates existing conductors to remain.
- "+' provide 1#10 THW ground in each conduit.
- Contractor shall furnish and install new items per conductor schedule.
- Contractor shall remove existing conductors not shown to remain.
### POLE SCHEDULE

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### CONDUCTOR SCHEDULE

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</table>

- **Bold Text** indicates new or modified conductors.
- **Light Text** indicates existing conductors to remain.
- ‘+’ provides #10 THW ground in each conduit.
- **Bold Text** indicates existing conductors to remain.
- **Light Text** indicates new or modified conductors.
- **Contractor shall furnish and install all new items per conductor schedule.**
- **Contractor shall remove existing conductors not shown to remain.**

---

**PLOT DATE:** Jul 10, 2023-06:42:53pm

**CALL:** TOLL FREE 1-800-227-2600

**TWO WORKING DAYS BEFORE YOU DIG**

**TRAFFIC IMPROVEMENT PLANS FOR**

**FLORIN VISION ZERO SAFETY**

**FROM FLORIN ROAD TO FRANKLIN BOULEVARD**

---

**Underground Service Alert**

**Call:** TOLL FREE 1-800-227-2600
**Approach Speed**

- Florin Road (SB) = 45 MPH
- Luther Drive (SB) = 40 MPH
- Luther Drive (NB) = 25 MPH

**Project Notes (This Sheet Only):**

1. Florin Road = 45 MPH
2. Luther Drive (SB) = 40 MPH
3. Luther Drive (NB) = 25 MPH
4. Existing NEMA ATCEx Traffic Signal Controller in Type R TS1 Cabinet to remain.
5. Existing Electrical Service Cabinet No. 532 to remain.
6. Intersect existing conduit and extend into new pull box.
7. Place 2-2" C with 1 tracer tape EA. (Future Fiber).
8. Install 2" C with 1 DLC. Remove existing 1 DLC. Install 3 DLC.
9. Install vision video camera on signal mast arm per City Standard Drawings E-200, E-210, and E-220, see General Note 24.
10. Abandon existing Advanced Loops and Detector Handholes for Eastbound and Westbound Approaches.
11. Install new DH into existing conduit.
12. Install pull box in existing conduit run.
13. Install DH into existing Pull Box.
## Pole Schedule

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**Notes:** Existing equipment to remain is shown in parentheses. Contractor shall furnish and install all other items in pole schedule.

## Conductor Schedule

<table>
<thead>
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<th>POL #</th>
<th>CONDUCTOR</th>
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</tbody>
</table>

**Notes:** Bold type indicates conductors are new or quantity is modified. Light type indicates provide 1#10 THW ground in each conduit. Contractor shall furnish and install all other items per conductor schedule. Contractor shall remove existing conductors not shown to remain.

---

**Underground Service Alert**

Underground Service Alert
Call: TOLL FREE 1-800-227-2600

Two working days before you dig
NOTE: REFER TO "A" INDICATES ALL 12" ARROW HEAD SECTION. "C/D" INDICATES LED PEDESTRIAN SIGNAL WITH COUNTDOWN TIMER.

---

**Traffic Improvement Plans for**

1013 Galleria Blvd Roseville, CA 95678
FROM FLORIN ROAD TO FRANKLIN BOULEVARD

---

**FLORIN VISION ZERO SAFETY**

GEAR SOLUTIONS GROUP
PN: T15215801

---

**CITY OF SACRAMENTO**

DEPARTMENT OF PUBLIC WORKS

---

**FEHR/PEERS**

FLORIN VISION ZERO SAFETY
FROM FLORIN ROAD TO FRANKLIN BOULEVARD
TRAFFIC SIGNAL AND LIGHTING
FLORIN ROAD AND LUTHER DRIVE

---

**Acceptance of Traffic Improvement Plan**

By: JOHN MATOBA, P.E.

DEPARTMENT OF PUBLIC WORKS

---

**Call: TOLL FREE 1-800-227-2600**
PROJECT NOTES (THIS SHEET ONLY):

1. PLACE 3" C WITH 1 TRACER TAPE (FUTURE FIBER).
2. PLACE 2-2" WITH 1 TRACER TAPE EA. CONDUIT (FUTURE SERVICE).
3. INSTALL DH AND LOOPS. PLACE 1.5" WITH 1 TRACER TAPE TO PULL BOX. LABEL AND COIL 20' LOOP WIRE EA. LOOP IN PULL BOX.
4. STUB CONDUITS FOR FUTURE FOUNDATIONS PER DETAIL ON THIS SHEET.
5. SERVICE POINT; EXACT LOCATION TO BE CONFIRMED DURING CONSTRUCTION.
6. PLACE 3" C WITH 1 TRACER TAPE (FUTURE SERVICE).
7. PLACE 2-3" C WITH 1 TRACER TAPE EA. CONDUIT (FUTURE TRAFFIC SIGNAL).
8. PLACE 2" C WITH 1 TRACER TAPE FUTURE TRAFFIC SIGNAL.
9. PLACE 2" C WITH 1 TRACER TAPE FUTURE TRAFFIC SIGNAL.
10. PLACE 2" C WITH 1 TRACER TAPE FUTURE TRAFFIC SIGNAL.

GENERAL NOTES (THIS SHEET ONLY):

1. INSTALL ONE PULL ROPE IN EACH CONDUIT.
**GENERAL NOTES (THIS SHEET ONLY):**

1. INSTALL ONE PULL ROPE IN EACH CONDUIT.

**PROJECT NOTES (THIS SHEET ONLY):**

- PLACE 2'-10" WITH 1 TRACER TAPE (FUTURE TRAFFIC SIGNAL).
- PLACE FC WITH 1 TRACER TAPE (FUTURE TRAFFIC SIGNAL).
- PLACE 2'-10" WITH 1 TRACER TAPE (FUTURE TRAFFIC SIGNAL).
- PLACE 2'-10" WITH 1 TRACER TAPE (FUTURE TRAFFIC SIGNAL).
- PLACE 2'-10" WITH 1 TRACER TAPE (FUTURE TRAFFIC SIGNAL).
- PLACE 2'-10" WITH 1 TRACER TAPE (FUTURE TRAFFIC SIGNAL).
- INSTALL 50' LOOP. PLACE 3'-0" WITH 1 TRACER TAPE TO PULL BOX. LABEL AND COIL 20' LOOP IN BOX. LOOP IN PULL BOX.
- STUB CONDUITS FOR FUTURE FOUNDATIONS PER DETAIL ON THIS SHEET.
- PLACE FC WITH 1 TRACER TAPE (FUTURE SERVICE).
- TEMPORARY PULL BOX, SERVICE CONDUIT TO BE EXTENDED WITH PHASE 2.
- FUTURE ELECTRICAL SERVICE POTENTIAL. PLACE PULL BOX TO CITY WATER FUTURE.

**REVISIONS:**

- INSTALL ONE PULL ROPE IN EACH CONDUIT.

**APPROACH SPEED:**

- FLORIN ROAD = 45 MPH
- MUNSON WAY = 25 MPH

**CONDUIT TERMINATION FOR FUTURE CABINETS:**

- Type III-AF SERVICE CONDUIT ENVELOPE
- Back-of-Walk
- Typical Pull Box

**CONTRACTOR:**

John Matoba
2023.07.18 11:09:55 -07'00'

**GENERAL NOTES (PHASE 1 ONLY):**

1. INSTALL ONE PULL ROPE IN EACH CONDUIT.

**CONSTRUCTION GUIDE:**

- Underground Service Alert
  - Call: TOLL FREE 1-800-227-2600
  - TWO WORKING DAYS BEFORE YOU DIG

**TRAFFIC IMPROVEMENT PLANS FOR FLORIN VISION ZERO SAFETY FROM FLORIN ROAD TO FRANKLIN BOULEVARD**

**ACCEPTED BY:**

M. HARRIOTT
92967 07/10/2023

**DATE:**

PLOT DATE: Jul 10, 2023-06:43:05pm CAD FILE: 4137A_TS.dwg

**CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS**

**Fehr/Peers:**

FLORIN VISION ZERO SAFETY FROM FLORIN ROAD TO FRANKLIN BOULEVARD TRAFFIC SIGNAL CONDUIT FLORIN ROAD AND MUNSON WAY

**REGISTERED PROFESSIONAL ENGINEER:**

E. M. MURPHY
CIVIL
No. 90527
STATE OF CALIFORNIA

**UNDERGROUND SERVICE ALERT CALL:**

1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG

**PROJECT NOTES:**

- PLACE 2'-10" WITH 1 TRACER TAPE (FUTURE TRAFFIC SIGNAL).
- PLACE 2'-10" WITH 1 TRACER TAPE (FUTURE TRAFFIC SIGNAL).
- PLACE 2'-10" WITH 1 TRACER TAPE (FUTURE TRAFFIC SIGNAL).
- PLACE 2'-10" WITH 1 TRACER TAPE (FUTURE TRAFFIC SIGNAL).
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- PLACE FC WITH 1 TRACER TAPE (FUTURE SERVICE).
- TEMPORARY PULL BOX, SERVICE CONDUIT TO BE EXTENDED WITH PHASE 2.
- FUTURE ELECTRICAL SERVICE POTENTIAL. PLACE PULL BOX TO CITY WATER FUTURE.
**Traffic Signal Details**

**Section A**

**Railroad Conduit Crossing Detail**

**Notes:**
- 1" = 20'
- N/A
- 30' Min. Zero Slope
- 15' Min. to Base of Rail
- 15' Min. to Base of Rail
- 1" Min. to Top of Rail
- 5' Min. within UPRR R/W
- 12" Min. to Track Slab
- 12" Min. to Track Slab
- 1:10 Max to Top of Rail
- 1:10 Max to Top of Rail

**Conduit Details:**
- (2) 3" SCH 80 City Traffic Signal Conduits
- (1) 2" SCH 80 City Traffic Signal Conduit
- (2) 2" SCH 80 City Fiber Optic Conduits

SCH 80 conduits shall be bore-gard or approved equal.
CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract #: (supplements only): __________ Supplement/Addendum #: ________________
Assessor's Parcel Number(s): __________
Contract Effective Date: 10/24/2023 Contract Expiration Date (if applicable): __________
$ Amount (Not to Exceed): $ 4,208,128.60 Adjusted $ Amount (+/-): ________________
Other Party: O.C. JONES & SONS, INC
Project Title: FLORIN ROAD PAVEMENT REHABILITATION
Project #: T15215801 Bid/RFQ/RFP #: B24151131004
City Council Approval: YES if YES, Council File ID#: 2023-01258

Contract Processing Contacts
Department: Public Works Project Manager: WILLIAM SHUNK
Contract Coordinator: RAQUEL GONZALEZ Email: RAGonzalez@cityofsacramento.org

Department Review and Routing
Contracts: ___________________________
Project Manager: ___________________________
Supervisor: ___________________________
Division Manager: ___________________________

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
✔ Construction Related ✔ Other Party Signature Required

AWARD DATE: OCTOBER 24, 2023

----------------------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE----------------------------------
SPECIAL PROVISIONS
NOTICE TO BIDDERS
PROPOSAL AND CONTRACT
FOR
FLORIN ROAD PAVEMENT REHABILITATION
IN
CITY OF SACRAMENTO
CITY PROJECT NO: T15215801
Bid # B24151131004

Project Manager:
William Shunk, Senior Engineer
whunk@cityofsacramento.org

Bids to be received before:
2:00 P.M., Wednesday, August 16
1st Floor, New City Hall (Security Desk)
915 I Street, Sacramento, CA 95814

Pre-Bid Meeting:
Thursday, July 27 at 3:00 P.M.
Microsoft Teams Meeting Click here to join the meeting Join by Phone: (213) 373-7064
Conference ID: 559 370 895#

Engineer’s Construction Estimate: $5,330,000 Construction Time: 90 Working Days
Contractor's License Detail for License # 759729

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

- CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/25/2023 12:50:50 PM

Business Information

O C JONES & SONS INC
1520 FOURTH STREET
BERKELEY, CA 94710
Business Phone Number: (510) 526-3424

Entity: Corporation
Issue Date: 03/01/1999
Expire Date: 03/31/2025

License Status

This license is current and active.
All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Certifications

- HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with LIBERTY MUTUAL INSURANCE COMPANY.
Bond Number: 070000583
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual ROBERT ALLEN LAYNE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 04/06/2022

Workers' Compensation
Register for a specific trade:
- Marble Mason/Finisher
- Operating Engineer
- Painter
- Parking/Highway/Improvement
- Plasterer/Tender
- Plumber
- Roofing
- Sheet Metal Worker
- Stator Rewinder
- Teamster
- Terrazzo Worker/Finisher
- Tile Setter/Finisher
- Water Well Driller

Apply

Showings Page 1 of 1

Search Results: 1 found

O.C. JONES & SONS, INC.

Registration:
- Registration Number: 1000002320
- Status: Active
- CSLB Number: 759729
- Legal Entity Type: Corporation
- Mailing Address: 1520 FOURTH STREET
  BERKELEY
  CA 94710
- County: Alameda
- Craft: Laborer; Operating Engineer; Parking/Highway/...
- Email: hfaria@ocjones.com

Registration History

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<th>Expiration Date</th>
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<td>6/30/2025</td>
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<td>7/1/2019</td>
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DBA

Name

O.C. JONES & SONS, INC.
# O. C. JONES & SONS, INC.

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<th>Unique Entity ID</th>
<th>CAGE / NCAGE</th>
<th>Purpose of Registration</th>
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<tr>
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<tr>
<td>Berkeley, California 94710-1748</td>
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<td>United States</td>
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## Business Information

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<th>Doing Business as</th>
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<tr>
<th>Congressional District</th>
<th>State / Country of Incorporation</th>
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<td>California 12</td>
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## Registration Dates

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## Entity Dates

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<th>Fiscal Year End Close Date</th>
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<td>Jan 1, 1924</td>
<td>Feb 28</td>
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### Immediate Owner

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### Highest Level Owner

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<th>Legal Business Name</th>
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## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USA Spending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2 C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

- **No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

- **Yes**

## Entity Types

### Business Types

<table>
<thead>
<tr>
<th>Entity Structure</th>
<th>Entity Type</th>
<th>Organization Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td>Business or Organization</td>
<td>Subchapter S Corporation</td>
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</table>
Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments | Debt Subject To Offset
---|---
No | No

EFT Indicator | CAGE Code
0000 | 1EQL6

Points of Contact

Electronic Business

Greg Souder
1520 4TH Street
Berkeley, California 94710
United States

Rob Layne
1520 4TH Street
Berkeley, California 94710
United States

Government Business

Greg Souder
1520 4TH Street
Berkeley, California 94710
United States

Rob Layne
1520 4TH Street
Berkeley, California 94710
United States

Past Performance

Greg Souder
1520 4TH Street
Berkeley, California 94710
United States

Rob Layne
1520 4TH Street
Berkeley, California 94710
United States

Service Classifications

NAICS Codes

<table>
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<tr>
<th>NAICS Codes</th>
<th>NAICS Title</th>
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<td>Highway, Street, And Bridge Construction</td>
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<tr>
<td>237900</td>
<td>Other Heavy And Civil Engineering Construction</td>
</tr>
<tr>
<td>238910</td>
<td>Site Preparation Contractors</td>
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</table>

Disaster Response

Yes, this entity appears in the disaster response registry.

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<th>Bonding Levels</th>
<th>Dollars</th>
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<th>States</th>
<th>Counties</th>
<th>Metropolitan Statistical Areas</th>
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<tbody>
<tr>
<td>California</td>
<td>CA: San Francisco, Contra Costa, Alameda</td>
<td>CA: Stockton-Lodi</td>
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</tbody>
</table>
NOTICE TO BIDDERS

Sealed proposals and bids for the work entitled:

**FLORIN ROAD PAVEMENT REHABILITATION**

(PN: T15215801)

will be received by the City Clerk of the City of Sacramento at the Office of the Clerk, 915 I Street (New City Hall), 1st Floor (Security Desk), up to the hour of 2:00 P.M., **August 16th**, and will be publicly opened and read at 2:30 P.M., Via ZOOM.

General work description. The project includes pavement rehabilitation with the addition of Class II bikes lanes on Florin Road (from 24th Street to Munson Way). Work will include reconstruction of roadway, reconstruction curb ramps to ADA standards, pavement markings, roadside signs, traffic signal modifications and street lighting as shown on the plans and as directed by the Engineer.

The Contractor shall possess a license or a combination of classes required by the categories and type of work included in this contract at the time this contract is awarded.

Bids are required for the entire work described herein. This contract is subject to the State contract nondiscrimination and compliance requirements pursuant to the Government Code Section 12990.

All such proposals received and any work performed thereunder must comply with the requirements of Title 3 of the Sacramento City Code.

Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 1st Floor, Sacramento, CA 95814.

Plans, specifications, and copies of the Sealed Proposal Forms and accompanying documents (See Section 5.14 Material Handouts) for bidding this project can only be obtained at
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS
CITY CONTRACT NO.: T15215801

NOTICE TO BIDDERS

Sealed proposals and bids for the work entitled:

FLORIN ROAD PAVEMENT REHABILITATION
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Plans, specifications, and copies of the Sealed Proposal Forms and accompanying documents (See Section 5.14 Material Handouts) for bidding this project can only be obtained at
Bids must be submitted on printed forms supplied in the Contract Documents. Bids must be enclosed in an envelope marked:

**SEALED BID**

**FOR**

**FLORIN ROAD PAVEMENT REHABILITATION**

**(PN: T15215801)**

Technical questions should be posted to Planet Bids a minimum of seven calendar days before bid closing.

The successful bidder shall furnish a payment bond and a performance bond for 100% of the contract amount.
TABLE OF CONTENTS

Invitation to Bid
Local Business Enterprise (LBE) Requirement Program
Applicable Local Status Area's
Bid Proposal Form
Bid Proposal Guarantee
Local Business Enterprise (LBE) Participation Program Form
Subcontractor and Local Business Enterprise Participation Form
Drug Free Work Place
Minimum Qualifications Questionnaire
Non-Discrimination in Employee Benefits Ordinance Certification
Title VI Language
Agreement
Performance Bond
Payment Bond
Worker's Compensation Certification
Construction & Demolition Debris Recycling Requirements
Guarantee
Special Provisions
Appendix A - Labor Compliance
Appendix B – CWTA Requirements
Appendix C- COVID Notice
REQUIREMENTS FOR THE LOCAL BUSINESS ENTERPRISE PROGRAM
(LBE Program)

INTRODUCTION

The City of Sacramento has a Local Business Enterprise (LBE) Program to provide enhanced opportunities for local businesses to participate in the City’s procurement and contracting activities. The Program began with an LBE Preference for bid and proposal evaluation. The Program was then expanded to require minimum LBE Participation levels in specific contracts.

APPLICATION

As summarized in the table below, there are two components to the LBE Program:

1. LBE Preference: For certain contracts, a 5% LBE Preference is applied during the bid evaluation process.
2. LBE Participation Requirement: For certain contracts, a minimum 5% LBE participation level is required for a bidder to be considered responsive.

<table>
<thead>
<tr>
<th></th>
<th>Contracts Under $250,000</th>
<th>Contracts $250,000 or more</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Goods</td>
<td>Non-Professional Services</td>
</tr>
<tr>
<td>Apply 5% LBE Preference</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Apply 5% Minimum LBE Participation Requirement</td>
<td>NO</td>
<td>NO</td>
</tr>
</tbody>
</table>

Local Business Enterprise: A Local Business Enterprise (“LBE”) means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a “legitimate business presence” within City limits or the unincorporated area of Sacramento County.

A “legitimate business presence” within City limits or the unincorporated area of Sacramento County means:

1. An established business entity operating within the selected areas for at least 12 consecutive months prior to submission of bid; and
2. Legally operating a location in the City or unincorporated area of Sacramento County that is either:
   a. a principal business office or workspace; or
   b. a regional, branch, or satellite office with at least one full-time employee.

To qualify as an LBE, firms must meet these two requirements prior to the deadline for submission of bids or proposals. Upon the request of the City, firms shall provide proof of legally operating a location within City limits or the unincorporated County with the following documents:
- Tax returns for the business;
- Utility bill in the name of the business;
- Business license; and/or
- Secretary of State filings.

Exceptions
The LBE Program does not apply to procurement processes for contracts funded with federal funds, goods or services purchased through cooperative purchase agreements, or contracts entered into in response to a declared emergency.

LBE PREFERENCE

For contracts under $250,000, firms that qualify as an LBE will receive a 5% preference on all City procurement opportunities. For professional service contracts only, this preference also applies to procurement opportunities of $250,000 or more.

For contracts to be awarded in response to a solicitation for bids, a bid or quotation submitted by a firm that qualifies as an LBE will receive a 5% bid evaluation preference for the purpose of determining the lowest responsible bidder. This means that, for bid evaluation purposes, the total price bid by an LBE shall be reduced by 5%. However, this reduction only applies for bid evaluation purposes, and the resulting contract or purchase order will reflect the actual amount bid by the LBE.

For contracts awarded in response to a solicitation for proposals or qualifications, a firm that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

LBE PARTICIPATION REQUIREMENT

For non-professional service, professional service, and public project contracts of $250,000 or more, a minimum 5% LBE participation level is required. To receive credit for the 5% minimum
participation requirement, bidders must either (a) be an LBE, or (b) subcontract with a qualified LBE.

Under City Code section 3.60.270, when the City establishes a minimum participation level for LBE's on a contract, no contractor shall be considered responsive unless its bid or proposal meets the minimum LBE participation level required.

City may waive or reduce the LBE Participation requirements on some procurement opportunities prior to acceptance of bids or proposals upon authorization from the City Manager or City Manager's designee.

PARTICIPATION LEVEL REQUIREMENTS

LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers, as outlined below.

Participation Credit: To receive credit for LBE participation:

1. An LBE contractor or subcontractor must: (1) be responsible for the execution of a distinct element of the work; (2) possess any license or certification required for the work; and (3) actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor.

2. An LBE supplier must: (1) furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business; and (2) the materials or equipment must be necessary for performance of the work.

Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE Suppliers must be listed on a Subcontractor and LBE Participation Verification Form and submitted with a bid or proposal.

Subcontractors (including Truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on a Subcontractor and LBE Participation Verification Form and submitted with a bid or proposal.

Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking/hauling services, not including any amount paid to the Trucker for the cost of any materials or equipment being transported by the Trucker.

CITY OF SACRAMENTO LBE PROGRAM - Approved by City Attorney 05/20/2020
LBE REQUIREMENTS FOR CONTRACTOR

LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid to each LBE subcontractor or supplier.

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor’s authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE Program or these specifications.

Performance of LBE Subcontractors and Suppliers: The LBE subcontractors and suppliers listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed on the Subcontractor and LBE Participation Verification Form, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:

1. The listed LBE subcontractor or supplier fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.

2. The listed LBE subcontractor or supplier becomes bankrupt or insolvent.

3. The listed LBE subcontractor or supplier fails to meet the bond requirements of the Contractor.

4. The work performed or the materials or equipment provided by the listed LBE subcontractor or supplier are unsatisfactory or are not in accordance with the plans and specifications.

5. The listed LBE subcontractor or supplier fails to perform its contractual obligations.

6. It would be in the best interest of the City.

Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications or any other documents required for compliance with these specifications, or failure to utilize one or more LBE's in substantial compliance with the LBE utilization indicated in the Contractor's bid or proposal (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract.

A deduction may be made from the contract amount and the deduction shall not be more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid or proposal. Deduction shall be made from any payment due the Contractor. This is in addition to any deduction that may be made under any other provision of the Contract, the Sacramento City Code, or State law.

Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to the Reporting and Utilization Section above, the City shall provide written notice of the proposed deduction to the Contractor. The Contractor may, no later than 5 working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time, and location of the hearing shall be provided to the Contractor not less than 5 working days prior to the date of the hearing.

The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

Written Notices: The written notices and request described above shall be provided by registered or certified mail (return receipt requested), by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by personal delivery shall be deemed received on the date of delivery.
INTRODUCTION

On September 6, 2016, the City of Sacramento enacted an ordinance regarding criminal conviction information in the employment application process (the “Ban-the-Box Ordinance”), which added Chapter 3.62 to the Sacramento City Code and amended Section 2.40.050 of the Sacramento City Code. The Ban-the-Box Ordinance prohibits “covered employers” from asking an applicant for employment to disclose, orally or in writing, information concerning the criminal conviction history of the applicant, including any inquiry about criminal conviction history on any employment application, until the employer has determined the applicant meets the minimum employment qualifications stated in any notice issued for the position.

APPLICATION

“City Contract”

The Ban-the-Box Ordinance applies to all “city contracts.” The term “city contract” means a contract awarded after January 1, 2017 to a “covered employer” for services or a public project in return for compensation of $100,000 or more. The term “city contract” includes contracts for services or public projects that were awarded for an amount less than $100,000, but were amended to increase the total compensation to $100,000 or more. The Ban the Box Ordinance also applies when the aggregate value of all contracts for services or public projects the City has awarded to the same “covered employer” within the previous 12 months is $100,000 or more.

The Ban-the-Box Ordinance does not apply to: (1) contracts awarded by the City Manager in response to an emergency; and (2) contracts for the purchase or lease of equipment, supplies, or other personal property, even if they include incidental services such as delivery, installation, or maintenance.

“Covered Employer”

The Ban-the-Box Ordinance only applies to “covered employers.” The term “covered employer” means a person who is a party to a “city contract” and has at least 20 employees working either full or part time. The number of employees that a contractor has is determined by adding the contractor’s employees and the employees of any “related person.” A person is a “related person” when any of the following circumstances exists:

1. The person and the person that is a party to a “city contract” are both corporations and:
   a. Share a majority of members of their governing boards; or
   b. Have two or more officers in common; or
   c. Are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation’s voting power); or
   d. Are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation’s voting power).
2. The person otherwise controls and directs, or is controlled and directed by, the person that is a party to a city contract, as determined by the City Manager, or City Manager designee.
The term “covered employer” includes a subcontractor providing services under a “city contract” if the subcontractor has at least 20 employees, whether full- or part-time, or the amount of the subcontract is at least 25% of the amount of the “city contract.”

The term “covered employer” does not include any unit of federal, state or local government.

Exceptions

The Ban-the-Box Ordinance provisions do not apply to: (1) a position for which a “covered employer” is otherwise required by law to conduct a criminal conviction history background check; or (2) a position that will not involve work pursuant to a “city contract.” Additionally, the Ban the Box Ordinance does not prevent a “covered employer” from conducting a criminal conviction history background check in subsequent stages of the application process after initially determining whether the applicant meets the minimum employment qualifications.

COMPLIANCE

It is the contractor’s responsibility to determine whether the aggregate value of $100,000 or more has been met, and to notify the City in writing whenever this is the case. It is also the contractor’s responsibility to ensure that all of its subcontractors who are covered by the Ban-the-Box Ordinance comply with the provisions of the Ban-the-Box Ordinance by including these requirements in all subcontracts covered by the Ban-the-Box Ordinance.

VIOLATIONS AND MONITORING

The Ban-the-Box Ordinance provides that any violation of the Ban-the-Box Ordinance by a “covered employer” constitutes a material breach of the contract, and authorizes the City to terminate the contract. The City may also enforce the Ban-the-Box Ordinance by investigating any alleged violation (but any failure of the City to investigate does not create a right of action against the City). The City may further require “covered employers” to verify compliance.

DECLARATION OF COMPLIANCE

To assure compliance with the Ban-the-Box Ordinance, any person or entity entering into a contract to provide services or a public project to or for the City, after January 1, 2017, is required to provide the City with a signed Declaration of Compliance in the form specified by the City prior to the City’s execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and when accepted by the City, shall constitute part of the contract.

ADDITIONAL INFORMATION

For a complete description of the Ban-the-Box Ordinance provisions related to City contracts, refer to the Ban-the-Box Ordinance, codified at Sacramento City Code Chapter 3.62. The Sacramento City Code is available on the internet at www.cityof sacramento.org.

For more information on the City’s Ban-the-Box Ordinance, contact Procurement Services at 916-808-6240.
BID PROPOSAL FORMS

PLEASE REMOVE AND COMPLETE THE FOLLOWING DOCUMENTS AND SUBMIT AS THE BID PROPOSAL PACKAGE
BID PROPOSAL CHECKLIST

Included: Please (✓) Pages

(✓) Bid Proposal Form 1-3
(✓) LBE Participation Program Prime Contractor Form 1 only
(✓) Subcontractor and LBE Participation Form 1 only
(✓) Bid Proposal Guarantee 1 only
(✓) Drug Free Work Place Certification 1 only
(✓) Minimum Qualifications Questionnaire 1-6
(✓) Non-Discrimination in Employee Benefits Ordinance Certification 1-9
(✓) Schedule of Values for Lump Sum Items* 1 only

*Bidder Generated Document
Provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the 4th (fourth) working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to the Contracts Manager, Jose R. Ledesma via e-mail at jledesma@cityofsacramento.org.
TO THE HONORABLE CITY COUNCIL  
SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

FLORIN ROAD PAVEMENT REHABILITATION  
(PN: T15115801)

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Final Pay</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
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<tr>
<td>1.</td>
<td>Lead Compliance Plan</td>
<td>1</td>
<td>LS</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
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<td>2.</td>
<td>Traffic Control System</td>
<td>1</td>
<td>LS</td>
<td>$241,000.00</td>
<td>$241,000.00</td>
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<td>3.</td>
<td>Prepare Storm Water Pollution Prevention Plan</td>
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<td>LS</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
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<td>4.</td>
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<td>EA</td>
<td>$2,000.00</td>
<td>$2,300.00</td>
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</tr>
<tr>
<td>5.</td>
<td>Remove SD Pipe</td>
<td>46</td>
<td>LF</td>
<td>$150.00</td>
<td>$6,900.00</td>
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</tr>
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<td>6.</td>
<td>Remove Drop Inlet</td>
<td>1</td>
<td>EA</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
<td></td>
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<td>7.</td>
<td>Modify Manhole</td>
<td>1</td>
<td>EA</td>
<td>$4,500.00</td>
<td>$4,500.00</td>
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<tr>
<td>8.</td>
<td>Remove Concrete Curb</td>
<td>3,500</td>
<td>LF</td>
<td>$7.00</td>
<td>$23,100.00</td>
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<td>9.</td>
<td>Roadway Excavation</td>
<td>510</td>
<td>CY (F)</td>
<td>$250.00</td>
<td>$127,500.00</td>
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<td>10.</td>
<td>Class 2 Aggregate Base</td>
<td>20</td>
<td>CY</td>
<td>$1,450.00</td>
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<td>11.</td>
<td>Pavement Fabric</td>
<td>420,180</td>
<td>SF</td>
<td>$0.57</td>
<td>$239,502.60</td>
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<td>12.</td>
<td>Cold Plane HMA</td>
<td>46,690</td>
<td>SQYD</td>
<td>$2.90</td>
<td>$135,401.00</td>
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<td>13.</td>
<td>Hot Mix Asphalt (Type A)</td>
<td>6,560</td>
<td>TON</td>
<td>$124.00</td>
<td>$824,560.00</td>
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<td>14.</td>
<td>Hot Mix Asphalt (Base Repair)</td>
<td>1,470</td>
<td>TON</td>
<td>$165.00</td>
<td>$242,550.00</td>
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<td>15.</td>
<td>Median Textured Paving</td>
<td>3,640</td>
<td>SF</td>
<td>$17.50</td>
<td>$63,700.00</td>
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<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Cost</td>
<td>Total Cost</td>
<td></td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td>16.</td>
<td>Concrete Curb and Gutter (Type 2)</td>
<td>200</td>
<td>LF</td>
<td>$42.75</td>
<td>$8,400.00</td>
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<td>17.</td>
<td>Concrete Curb (Type 3)</td>
<td>140</td>
<td>LF</td>
<td>$34.50</td>
<td>$4,760.00</td>
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<td>18.</td>
<td>Concrete Curb (Type 4)</td>
<td>140</td>
<td>LF</td>
<td>$25.50</td>
<td>$3,565.00</td>
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<td>19.</td>
<td>Concrete Curb (Type 14)</td>
<td>3,150</td>
<td>LF</td>
<td>$30.50</td>
<td>$94,725.00</td>
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<td>20.</td>
<td>Minor Concrete (Sidewalk)</td>
<td>1,230</td>
<td>SF</td>
<td>$9.00</td>
<td>$10,800.00</td>
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<td>21.</td>
<td>Minor Concrete (Median)</td>
<td>560</td>
<td>SF</td>
<td>$10.00</td>
<td>$5,600.00</td>
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<tr>
<td>22.</td>
<td>Install 48&quot; Manhole</td>
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<td>EA</td>
<td>$11,500.00</td>
<td>$11,500.00</td>
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<tr>
<td>23.</td>
<td>Install 12&quot; Polyvinyl Chloride Pipe</td>
<td>20</td>
<td>LF</td>
<td>$450.00</td>
<td>$9,000.00</td>
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<tr>
<td>24.</td>
<td>Install Type B Drop Inlet</td>
<td>1</td>
<td>EA</td>
<td>$9,000.00</td>
<td>$9,000.00</td>
<td></td>
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<tr>
<td>25.</td>
<td>Adjust Manhole to Grade</td>
<td>40</td>
<td>EA</td>
<td>$1,500.00</td>
<td>$60,000.00</td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>Adjust Valve Cover to Grade</td>
<td>53</td>
<td>EA</td>
<td>$1,200.00</td>
<td>$63,600.00</td>
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<tr>
<td>27.</td>
<td>Adjust Pull Box to Grade</td>
<td>13</td>
<td>EA</td>
<td>$580.00</td>
<td>$10,440.00</td>
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<tr>
<td>28.</td>
<td>Relocate Pull Box</td>
<td>1</td>
<td>EA</td>
<td>$1,800.00</td>
<td>$1,800.00</td>
<td></td>
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<tr>
<td>29.</td>
<td>Relocate Water Meter</td>
<td>1</td>
<td>EA</td>
<td>$5,700.00</td>
<td>$5,700.00</td>
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<td>30.</td>
<td>Adjust Irrigation</td>
<td>1,400</td>
<td>SF</td>
<td>$3.25</td>
<td>$4,550.00</td>
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<td>31.</td>
<td>Pavement Marker (Retroreflective)</td>
<td>1,800</td>
<td>EA</td>
<td>$8.50</td>
<td>$15,300.00</td>
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<tr>
<td>32.</td>
<td>Thermoplastic Traffic Stripes</td>
<td>38,300</td>
<td>LF</td>
<td>$1.75</td>
<td>$67,325.00</td>
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<tr>
<td>33.</td>
<td>Thermoplastic Traffic Pavement Marking</td>
<td>7,410</td>
<td>SF</td>
<td>$14.75</td>
<td>$103,740.00</td>
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<tr>
<td>34.</td>
<td>Colored Pavement for Bike Lanes (Green)</td>
<td>2,500</td>
<td>SF</td>
<td>$18.00</td>
<td>$46,800.00</td>
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<td>35.</td>
<td>Flexible Delineator (type K-71)</td>
<td>25</td>
<td>EA</td>
<td>$400.00</td>
<td>$10,000.00</td>
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<tr>
<td>36.</td>
<td>Relocate Sign</td>
<td>11</td>
<td>EA</td>
<td>$350.00</td>
<td>$3,850.00</td>
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<td>37.</td>
<td>Install Sign</td>
<td>60</td>
<td>EA</td>
<td>$425.00</td>
<td>$25,500.00</td>
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<tr>
<td>38.</td>
<td>Remove Sign</td>
<td>1</td>
<td>EA</td>
<td>$50.00</td>
<td>$50.00</td>
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<tr>
<td>Task Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Rate</td>
<td>Amount</td>
<td></td>
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<tr>
<td>----------------------------------------------</td>
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<td>------</td>
<td>------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Install Truncated Domes on New Ramps</td>
<td>70</td>
<td>SF</td>
<td>63.</td>
<td>4,410.</td>
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<tr>
<td>(35&quot;x48&quot; &amp; 36&quot;x60&quot;)</td>
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<td></td>
<td></td>
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<td></td>
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<tr>
<td>Install Truncated Domes on Existing Ramp</td>
<td>2</td>
<td>EA</td>
<td>1,020.</td>
<td>20,40</td>
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<tr>
<td>(36&quot;x60&quot;)</td>
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<tr>
<td>Median Nose Marker</td>
<td>21</td>
<td>EA</td>
<td>425.</td>
<td>8,925.</td>
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<td>Red Painted Curb</td>
<td>925</td>
<td>LF</td>
<td>4.</td>
<td>3,700.</td>
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<td>Traffic Signal Modification – 24th Street</td>
<td>1</td>
<td>LS</td>
<td>47,000.</td>
<td>47,000.</td>
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<td>Traffic Signal Modification – Woodbine Ave</td>
<td>1</td>
<td>LS</td>
<td>90,000.</td>
<td>90,000.</td>
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<tr>
<td>Traffic Signal Modification – 29th Street</td>
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<td>LS</td>
<td>158,000.</td>
<td>158,000.</td>
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<td>Traffic Signal Modification – Hispery Lane</td>
<td>1</td>
<td>LS</td>
<td>67,000.</td>
<td>67,000.</td>
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<td>Traffic Signal Modification – Luther Drive</td>
<td>1</td>
<td>LS</td>
<td>159,000.</td>
<td>159,000.</td>
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<td>Traffic Signal Infrastructure – Lorna Verde Way</td>
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<td>LS</td>
<td>105,000.</td>
<td>105,000.</td>
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<td>Traffic Signal Infrastructure – Munson Way</td>
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<td>83,000.</td>
<td>83,000.</td>
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<td>Interconnect Conduit</td>
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<td>LS</td>
<td>480,000.</td>
<td>480,000.</td>
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<td></td>
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<tr>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td>400,000.</td>
<td>400,000.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Railroad Flagging</td>
<td>15</td>
<td>DAYS</td>
<td>$3,900</td>
<td>$28,500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contractor Name:** O.C. Jones & Sons, Inc.  
**Total:** $4,208,128.60

It is understood that this Bid Proposal is based upon completion of the Work within a period of NINETY (90) WORKING DAYS, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact working days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

Work under these Special Provisions shall be performed by qualified personnel experienced in work described herein. The Contractor shall possess current and active licenses issued by the California Contractors State License Board for Class A – General Engineering Contractor or Class C10 – Electrical at the time of the bid submittal and throughout the construction period. The Contractor and/or its subcontractor shall possess a license or a combination
of classes of licenses required by the categories and type of work included in this contract at the time of the bid submittal and throughout the construction period. Any cited violations or pending violation investigations by the California Contractors State Licensing Board within three years prior to the date of the bid submittal shall be fully disclosed in the bid.

Class A License Number: 759729
Name and Address of Licensee: O.C. Jones & Sons, Inc. 1520 Fourth St., Berkeley, CA 94710
Issue Date: 01/01/99 3.1.99
Expiration Date: 3/31/2025
License Status: Current and Active

Class C10 License Number: 694400
Name and Address of Licensee: Pacific Excavation Inc. 9794 Kent St. Elk Grove, CA 95624
Issue Date: 08.15.94
Expiration Date: 08.31.24
License Status: Current and Active

Provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to Jose Ledesma, the Contracts Manager, at 9151 Street, Suite 2000, Sacramento, CA 95814 or by email at J.Ledesma@cityofsacramento.org.

In determining the amount bid by each bidder, the City may disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

The City Council may reject any and all bids and waive any informalities or minor irregularities in the bids.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.
Enclosed is a Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

<table>
<thead>
<tr>
<th>Add. #</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8/4/23</td>
</tr>
<tr>
<td>2</td>
<td>8/9/23</td>
</tr>
<tr>
<td>3</td>
<td>8/14/23</td>
</tr>
<tr>
<td>4</td>
<td>8/15/23</td>
</tr>
<tr>
<td>5</td>
<td>8/18/23</td>
</tr>
</tbody>
</table>

NOTE: State whether your company is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

Corporation
If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

($) 10% of total bid not less than ten percent (10%) of amount Bid Proposal

CERTIFIED CHECK
CASHIER'S CHECK
X BID BOND
MONEY ORDER
OTHER SECURITY

CONTRACTOR:

By

(Signature)

Greg Souder
(Print or Type)

Title Secretary
Address 1520 Fourth Street
         Berkeley, CA  94710
Telephone No.  510-526-3424
Fax No.  510-526-0990
email address gsouder@ocjones.com

Date  8/16/23

Bid Bond Security

[ ] Properly Signed  [ ] Improperly Signed
[ ] Not Included  [ ] Not Required

Type of Deposit

[ ] Bid Bond  [ ] Cashier/Certified Check
[ ] Other          Initial:____________________________________

Contractor's License No. 759729
Expiration Date  3/31/25
Tax I.D. Nos.- Fed.  94-3320164
State CA
City of Sacramento Business Operation Tax Certificate No.
(City will not award contract if Certificate Number is missing.) 1034100
LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City’s contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.80.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.80.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento,
   a. The LBE’s principle business office or workspace;
   b. The LBE’s regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☐ YES - the firm submitting the bid is qualified as a local business enterprise.
☒ NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.
Local status is applicable to the following:

- Any Sacramento addresses which encompasses both the City & unincorporated Sacramento County – including neighborhoods like Rosemont, Antelope, Foothill Farms & Walerga.

- North Highlands
- Carmichael
- Fair Oaks
- Orangevale
To be eligible for award of this contract the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work/services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

<table>
<thead>
<tr>
<th>Prime Contractor Name</th>
<th>C.C. Jones &amp; Sons, Inc.</th>
<th>Date</th>
<th>8/15/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor Address</td>
<td>1520 Fourth Street, Berkeley, CA 94710</td>
<td>Bid Amount</td>
<td>$4,208,128.60</td>
</tr>
</tbody>
</table>

| (REQUIRED) Prime Contractor DIR Registration # | 1000002320 | Is Prime LBE? | No |

<table>
<thead>
<tr>
<th>Business Name</th>
<th>ANRAK CORPORATION</th>
<th>Type of Work, Services, or Supplies to be provided to complete contract</th>
<th>Estimated Dollar Value of Work, Services or Supplies to be Performed if Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Number</td>
<td>256390</td>
<td>Subcontractor DIR Registration # (subject to verification)</td>
<td>Cold Planing</td>
</tr>
<tr>
<td>Address</td>
<td>5820 Maywood Rd</td>
<td></td>
<td>1000002952</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Sacramento, CA 95827</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td>Christopher Anderson</td>
<td></td>
<td>916,883,5330</td>
</tr>
<tr>
<td>Phone</td>
<td>(530) 549-1500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
City of SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
For Public Projects over $100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work/services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

<table>
<thead>
<tr>
<th>Prime Contractor Name</th>
<th>O.C. Jones &amp; Sons, Inc.</th>
<th>Date</th>
<th>8/16/23</th>
<th>Bid Amount</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor Address</td>
<td>1520 Fourth Street, Berkeley, CA 94710</td>
<td></td>
<td></td>
<td>Is Prime LBE?</td>
<td>No</td>
</tr>
</tbody>
</table>

| (REQUIRED) Prime Contractor DIR Registration # | 1000002322 |             |         |            |    |

<table>
<thead>
<tr>
<th>Business Name</th>
<th>MF Maher Inc.</th>
<th>License Number</th>
<th>269039</th>
<th>Address</th>
<th>490 Ryder St.</th>
<th>City, State, Zip</th>
<th>Vallejo, CA 94590</th>
<th>Contact Person</th>
<th>Mike Maher</th>
<th>Phone</th>
<th>707-552-2774</th>
</tr>
</thead>
<tbody>
<tr>
<td>LBE?</td>
<td>Yes</td>
<td>Type of Work, Services, or Supplies to be provided to complete contract</td>
<td>MINOR CONCRETE</td>
<td>Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided</td>
<td>$201,800. -</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Pacific Excavation Inc.</th>
<th>License Number</th>
<th>694400</th>
<th>Address</th>
<th>4794 Kent St.</th>
<th>City, State, Zip</th>
<th>Elk Grove, CA 95624</th>
<th>Contact Person</th>
<th>Todd Hanson</th>
<th>Phone</th>
<th>916-686-2800</th>
</tr>
</thead>
<tbody>
<tr>
<td>LBE?</td>
<td>Yes</td>
<td>Type of Work, Services, or Supplies to be provided to complete contract</td>
<td>ELECTRICAL</td>
<td>Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided</td>
<td>$1,195,251. -</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY.

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it is being listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM: [Signature]
Greg Souders, Secretary
8/16/23
## City of SACRAMENTO

### Subcontractor and Local Business Enterprise Participation Form

For Public Projects over $100,000 (use only base bid amount to estimate dollar value)

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL**

To be eligible for award of this contract the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work/services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

<table>
<thead>
<tr>
<th>Prime Contractor Name</th>
<th>C.C. Jones &amp; Sons, Inc.</th>
<th>Date</th>
<th>8/16/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor Address</td>
<td>1521 Fourth Street, Berkeley, CA 94710</td>
<td>Bid Amount</td>
<td>$</td>
</tr>
<tr>
<td>(REQUIRED) Prime Contractor DIR Registration #</td>
<td>1000002320</td>
<td>Is Prime LBE?</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name</th>
<th>CHRISP COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Number</td>
<td>374600</td>
</tr>
<tr>
<td>Address</td>
<td>1805 EAST BEAMER ST. WOODLAND, CA 95776</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>WOODLAND, CA 95776</td>
</tr>
<tr>
<td>Contact Person</td>
<td>JOE ELLIOTT</td>
</tr>
<tr>
<td>Phone</td>
<td>530 401 2220</td>
</tr>
<tr>
<td>LBE?</td>
<td>No</td>
</tr>
<tr>
<td>Type of Work, Services, or Supplies to be provided to complete contract</td>
<td>STRIPPING AND SIGNS</td>
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<tr>
<td>Estimated Dollar Value of Work, Services or Supplies to be Performed</td>
<td>$379,900.00</td>
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<table>
<thead>
<tr>
<th>Business Name</th>
<th>PALE HORSE ASPHALT ENGINEERING</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Number</td>
<td>107/011</td>
</tr>
<tr>
<td>Address</td>
<td>7000 BUTTON LANE DIXON, CA 95620</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>DIXON, CA 95620</td>
</tr>
<tr>
<td>Contact Person</td>
<td>RICK MOREY</td>
</tr>
<tr>
<td>Phone</td>
<td>925 764 8583</td>
</tr>
<tr>
<td>LBE?</td>
<td>Yes</td>
</tr>
<tr>
<td>Type of Work, Services, or Supplies to be provided to complete contract</td>
<td>PAVEMENT FABRIC</td>
</tr>
<tr>
<td>Estimated Dollar Value of Work, Services or Supplies to be Performed</td>
<td>$208,500.00</td>
</tr>
</tbody>
</table>

**CITY AND ATTACH ADDITIONAL SHEETS AS NECESSARY**

The Prime Contractor and LBE Participation Form has been submitted by City of Sacramento with the LBE participation available to Salt Lake City upon request. The Prime Contractor further certifies that all of the information contained in this Form is true, correct and complete and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

**PRINCIPAL OF FIRM**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Greg Sander, Secretary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>8/16/23</td>
</tr>
<tr>
<td>Date</td>
<td>Form Revised 3/9/15</td>
</tr>
</tbody>
</table>
### City of SACRAMENTO

**Subcontractor and Local Business Enterprise Participation Form**

*For Public Projects over $100,000 (use only base bid amount to estimate dollar value)*

**This Form Must Be Submitted With The Sealed Bid Proposal**

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work/services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

<table>
<thead>
<tr>
<th>Prime Contractor Name</th>
<th>O.C. Jones &amp; Sons, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor Address</td>
<td>1520 Fourth Street, Berkeley, CA 94710</td>
</tr>
<tr>
<td>(REQUIRED) Prime Contractor DIR Registration #</td>
<td>1000002320</td>
</tr>
<tr>
<td>Date</td>
<td>8/16/23</td>
</tr>
<tr>
<td>Bid Amount</td>
<td>$</td>
</tr>
<tr>
<td>Is Prime LBE?</td>
<td>No</td>
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<table>
<thead>
<tr>
<th>Business Name</th>
<th>TEICHERT AGGREGATES</th>
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</thead>
<tbody>
<tr>
<td>License Number</td>
<td>B</td>
</tr>
<tr>
<td>Address</td>
<td>3500 AMERICAN RIVER BLVD, SACRAMENTO CA 95815</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>1000002575</td>
</tr>
<tr>
<td>Contact Person</td>
<td>DON BATES</td>
</tr>
<tr>
<td>Phone</td>
<td>916 825 5070</td>
</tr>
<tr>
<td>LBE?</td>
<td>Yes</td>
</tr>
<tr>
<td>Type of Work, Services, or Supplies to be provided to complete contract</td>
<td>ASPHALT CONCRETE MATERIALS</td>
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<tr>
<td>Estimated Dollar Value of Work, Services or Supplies to be Performed if Provided</td>
<td>$550,000.</td>
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<table>
<thead>
<tr>
<th>Business Name</th>
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</thead>
<tbody>
<tr>
<td>License Number</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
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<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>LBE?</td>
<td></td>
</tr>
<tr>
<td>Type of Work, Services, or Supplies to be provided to complete contract</td>
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</tr>
<tr>
<td>Estimated Dollar Value of Work, Services or Supplies to be Performed if Provided</td>
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</table>

<table>
<thead>
<tr>
<th>Business Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>License Number</td>
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</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>LBE?</td>
<td></td>
</tr>
<tr>
<td>Type of Work, Services, or Supplies to be provided to complete contract</td>
<td></td>
</tr>
<tr>
<td>Estimated Dollar Value of Work, Services or Supplies to be Performed if Provided</td>
<td>$</td>
</tr>
</tbody>
</table>

**COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY**

The Prime Contractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed in this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

**Principal of Firm:**

<table>
<thead>
<tr>
<th>Signature</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Greg Sondern, Secretary</td>
<td>8/16/23</td>
</tr>
</tbody>
</table>
# City of SACRAMENTO

**Subcontractor and Local Business Enterprise Participation Form**

For Public Projects over $100,000 (use only base bid amount to estimate dollar value)

This form must be submitted with the sealed bid proposal.

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work/services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

### Prime Contractor Information

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor Name</td>
<td>C.C. Jones &amp; Sons, Inc.</td>
</tr>
<tr>
<td>Prime Contractor Address</td>
<td>152) Fourth Street, Berkeley, CA 94710</td>
</tr>
<tr>
<td>(REQUIRED) Prime Contractor DIR Registration #</td>
<td>1000002320</td>
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</tbody>
</table>

### Bid Details

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>8/16/23</td>
</tr>
<tr>
<td>Bid Amount</td>
<td>$</td>
</tr>
<tr>
<td>Is Prime LBE?</td>
<td>No</td>
</tr>
</tbody>
</table>

### Subcontractor Information

<table>
<thead>
<tr>
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### License Numbers

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<th>Field</th>
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<td>Address</td>
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<td>City, State, Zip</td>
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<tr>
<td>Contact Person</td>
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<td>Phone</td>
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</table>

### Additional Information

Copy and attach additional sheets as necessary.

I hereby certify that each subcontractor listed on the Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

**PRINCIPAL OFFICIAL**

<table>
<thead>
<tr>
<th>Field</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Greg Souder, Secretary</td>
</tr>
<tr>
<td>Title</td>
<td></td>
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<tr>
<td>Date</td>
<td>8/16/23</td>
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</tbody>
</table>

**Form Revised**

3/9/15
City of SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form:
For Public Projects over $100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work/services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name: O.C. Jones & Sons, Inc.
Prime Contractor Address:
1520 Fourth Street, Berkeley, CA 94710
(REQUIRED) Prime Contractor DIR Registration #: 1000002320

Date: 8/6/23
Bid Amount: $
Is Prime LBE?: [ ] Yes [x] No

<table>
<thead>
<tr>
<th>Business Name</th>
<th>License Number</th>
<th>Subcontractor DIR Registration # (subject to verification)</th>
<th>LBE?</th>
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<td>[ ] Yes</td>
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Form Revised 3/9/15

Principal of Firm:

[Signature] Greg Souders, Secretary

Title

Date 8/16/23
City of SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
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</thead>
<tbody>
<tr>
<td>Prime Contractor Address</td>
<td>1550 Fourth Street, Berkeley, CA 94710</td>
<td>Bid Amount</td>
<td>$</td>
</tr>
<tr>
<td>(REQUIRED) Prime Contractor DIR Registration #</td>
<td>1000002326</td>
<td>Is Prime LBE?</td>
<td>☑ No</td>
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COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

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PRINCIPAL OF FIRM: Greg Souder, Secretary 8/16/23

Signature Title Date

Form Revised 3/9/15
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PRINCIPAL OF FIRM: Greg Souder, Secretary 8/16/23

Signature: [Signature]  Title: [Title]  Date: [Date]
**City of SACRAMENTO**

Subcontractor and Local Business Enterprise Participation Form
For Public Projects over $100,000 (use only base bid amount to estimate dollar value)
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**Prime Contractor Name:** O.C. Jones & Sons, Inc.
**Prime Contractor Address:** 1530 Fourth Street, Berkeley, CA 94710

**Date:** 8/6/23
**Bid Amount:** $
**Is Prime LBE?** [ ] Yes [x] No

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**Business Name**
**License Number**
**Address**
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**Contact Person**
**Phone**

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**Principal of Firm:**
**Signature:**
**Title:**
**Date:**

Form Revised 3/9/15
**City of SACRAMENTO**

**BID PROPOSAL GUARANTEE**

<table>
<thead>
<tr>
<th>Principal (Contractor legal name and business address)</th>
<th>Type of Organization (&quot;X&quot; one)</th>
<th>SURETY (Name and business address)</th>
<th>(agent name and phone number)</th>
<th>OBLIGATION: We, the Principal and the Surety, bind ourselves, our heirs, executors, administrators and successors, jointly and severally, to the City of Sacramento (&quot;City&quot;) as Obligee for the penal sum of ten percent (10%) of the total amount of the Principal’s bid proposal submitted to the City for the project described below, to guarantee that Principal will accept the City’s award of the project contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1520 Fourth Street, Berkeley, California 94710</td>
<td></td>
<td>1340 Treat Blvd, Suite 400, Walnut Creek, CA 94597</td>
<td>415-819-5215</td>
<td>☑ Corporation ☐ Limited Liability Co.</td>
</tr>
</tbody>
</table>

**THE CONDITION OF THIS OBLIGATION IS:***

That if the Principal has submitted a bid proposal to the City by the bid proposal due date as set forth in the invitation to bid, which date may be extended by City, for the project described as follows:

- **Project Name:** Florin Road Pavement Rehabilitation
- **Project Number:** PN: T15215801
- **Bid Transaction Number:** B24151131004

AND if the City awards the contract for the project to the Principal within the time and manner required under the invitation to bid, and the Principal (i) enters into a written contract, in the prescribed form, in accordance with the bid proposal, (ii) files two bonds with the City to guarantee faithful performance and payment for labor and materials, and (iii) files the required insurance policies with the City, all as required by the invitation to bid or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect. The Surety agrees that this obligation is not impaired by any extensions of the time for the award of the contract Principal may grant to City, and any notice to Surety of such time extension is waived. In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS WHEREOF, Surety has executed this Bid Proposal Guarantee on the day set forth in the attached notary acknowledgment. Attach Surety power of attorney form to verify signator's authority.

Principal/Contractor: O.C. Jones & Sons, Inc.  
By: [Signature]  
Name: Greg Souder, Secretary  
Title:

Surety: Liberty Mutual Insurance Company  
By: [Signature]  
Name: Betty L. Tolentino, Attorney-in-Fact  
Title: Attorney-in-Fact  
August 9, 2023  
(Seal)  
Revised: 2020
CALIFORNIA ACKNOWLEDGMENT

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

State of California
County of Alameda

On 8/14/23 before me, Heidi Faria, Notary Public, personally appeared Greg Sander, 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

Place Notary Seal and/or Stamp Above

Signature of Notary Public

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: Bid Proposal

Document Date: ________________ Number of Pages: ________________

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer’s Name:  
- Corporate Officer – Title(s):  
- Partner –  
- Individual  
- Trustee  
- Other:  

Signer is Representing:  

Signer’s Name:  
- Corporate Officer – Title(s):  
- Partner –  
- Individual  
- Trustee  
- Other:  

Signer is Representing:  

©2019 National Notary Association
ACKNOWLEDGMENT

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

State of California
County of San Francisco

On August 9, 2023 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino, 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

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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
Certificate No: 8210007-024125

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the “Companies”), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Virginia L. Blank, Corporate Clerk, Brian Cooper, Julia Ohtake, Maria de la Rosa Bozeman, Susan M. Edmil; Susan Hecker, Mary B. Hemy; Brittany Kaven, Thi Thuy Le, M. Moody, Tina K. Nierenberg, Kevin Re, Janet C. Rojo, Maureen O’Connell, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian,

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seal of the Companies have been affixed thereto this 25th day of April, 2023.

Liberity Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

State of PENNSYLVANIA
County of MONTGOMERY

On this 25th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

David M. Carey, Assistant Secretary

Commonwealth of Pennsylvania - Notary Public
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1126044

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to account therefor the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact is not part of the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of August, 2023.

Renee C. Llewellyn, Assistant Secretary

LMS-12573 LMIC OGC O WAC Multi Co 02/21
BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: 

<table>
<thead>
<tr>
<th>Date</th>
<th>Violation Type</th>
<th>Place of Occurrence</th>
</tr>
</thead>
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If additional space is required use back of this form.

* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID: THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: O.C. Jones & Sons, Inc.

BY: [Signature]

Secretary Date: 8/16/23

Title

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination in Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to contracts for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use of occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

Page 1 of 7
"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees; "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

**CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract.

Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

**EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."
DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

O.C. Jones & Sons, Inc.
Name of Contractor

1520 Fourth St., Berkeley, CA 94710
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3.54 of the Sacramento City Code.

3. If the face amount of this City Contract is less than $100,000.00 as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds $100,000.00 in total value.

4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to
the domestic partner or to the spouse.

b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee,
for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

8. I understand that I have the right to request an exemption to the benefits provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

[Signature]
Signature of Authorized Representative

8/16/23
Date

Greg Souder
Print Name

Secretary

Title
YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

On ................. (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ......................... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May ... 

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  915 1st, 2nd Floor
  Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs
YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer...

You May...

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  915 I St, 2nd Floor
  Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance...

You May Also...

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.
MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code Section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening in order to bid. On July 31, 2007, the City Council adopted Resolution No. 2007-574 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a qualified bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a qualified bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007
QUESTIONNAIRE

NOTICE: For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to "your firm" shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years. The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:

759729 A HAZ Exp. 3/31/25

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?

☐ Yes ☒ No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

☐ Yes ☒ No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

☐ Yes ☒ No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 2 of 6
6. **Answer either subsection A or B, as applicable:**

**A.** Your firm has completed three or more government construction contracts in Sacramento County within the last five years. Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

**NOTE:** If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

☐ Yes  ☒ No  ☐ Not applicable

**OR**

**B.** Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

**NOTE:** If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

☐ Yes  ☐ No  ☐ Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

**NOTE:** If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

☐ Yes  ☒ No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

**NOTE:** If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes  ☐ No
9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three-year average Workers' Compensation experience modification rate exceeding 1.17?

☐ Yes  ☐ No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 1.0?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: (N/EH) x 200,000, where:

\[ \frac{N}{EH} \times 200,000 \]

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)

EH = total hours worked by all employees during the calendar year

200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

☐ Yes  ☐ No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes  ☐ No
11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of $100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

   NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

   □ Yes  ☒ No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

   NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

   □ Yes  ☒ No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

   NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

   □ Yes  ☒ No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of $50,000 or more?

   NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

   □ Yes  ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007
VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in those Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at Berkeley, on 8/16/23.

(Location) (Date)

Signature: [Signature]
Print name: Greg Souder
Title: Secretary

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.
City of
SACRAMENTO

Local Business Enterprise (LBE)
Participation Verification Form
Professional and Nonprofessional Service Agreements of $250,000 or More

Proposer/Bidder Name: O.C. Jones & Sons, Inc.

Proposal/Bid Amount: $208,128.60

Is the Proposer/Bidder an LBE? Yes X No

IF THE RESPONSE IS "NO", THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL OR BID FOR THE
PROPOSER OR BIDDER TO BE CONSIDERED FOR AWARD.

THIS FORM MUST BE INCLUDED WITH THE SEALED COST ESTIMATE IF THE REQUEST FOR PROPOSAL
REQUIRES A SEPARATE SEALED COST ESTIMATE.

To be eligible for this agreement, the proposer or bidder shall list below all the business entities
(subcontractors or suppliers) used to attain the 5% LBE participation requirement. Estimated dollar
values shall be provided for all work, services or supplies listed. The failure to attain the 5% LBE
participation or the inclusion of false information or the omission of required information will render
the proposal or bid non-responsive.

<table>
<thead>
<tr>
<th>LBE Business Entity Name and Address (subject to verification)</th>
<th>Description of Work, Services or Supplies to be provided</th>
<th>Estimated Dollar Value of Work, Services or Supplies</th>
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<tbody>
<tr>
<td>ANRAK CORPORATION 5820 MAYHEW RD SACRAMENTO, CA 95827</td>
<td>COLD PLANNING</td>
<td>$103,700. -</td>
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<tr>
<td>TEICHERT AGGREGATES 3500 AMERICAN RIVER BLVD SACRAMENTO CA 95844</td>
<td>ASPHALT CONCRETE MATERIALS</td>
<td>$550,000. -</td>
</tr>
</tbody>
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COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

The Proposer/Bidder hereby certifies that each business entity listed on this LBE Participation Verification Form has
been notified that it has been listed and has consented in writing to its name being submitted for this proposal or bid.
The Proposer/Bidder also certifies that it will notify each business entity listed on this Form in writing if the agreement
is awarded to the Proposer/Bidder, and will make all documentation relevant to the listed business entities and LBE
participation available to the City of Sacramento upon request. The Proposer/Bidder further certifies that all the
information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this
information in awarding the agreement.
City of SACRAMENTO

Local Business Enterprise (LBE)
Participation Verification Form
Professional and Nonprofessional Service Agreements of $250,000 or More

Proposer/Bidder Name: O.C. Jones & Sons, Inc.

Proposal/Bid Amount: __________________ Is the Proposer/Bidder an LBE? Yes X No

IF THE RESPONSE IS “NO”, THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL OR BID FOR THE PROPOSER OR BIDDER TO BE CONSIDERED FOR AWARD.

THIS FORM MUST BE INCLUDED WITH THE SEALED COST ESTIMATE IF THE REQUEST FOR PROPOSAL REQUIRES A SEPARATE SEALED COST ESTIMATE.

To be eligible for this agreement, the proposer or bidder shall list below all the business entities (subcontractors or suppliers) used to attain the 5% LBE participation requirement. Estimated dollar values shall be provided for all work, services or supplies listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the proposal or bid non-responsive.

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City of SACRAMENTO

Local Business Enterprise (LBE) Participation Verification Form
Professional and Nonprofessional Service Agreements of $250,000 or More

Proposer/Bidder Name: O.C. Jones & Sons, Inc.

Proposal/Bid Amount: __________________________ Is the Proposer/Bidder an LBE? ____ Yes ___ No

IF THE RESPONSE IS "NO", THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL OR BID FOR THE PROPOSER OR BIDDER TO BE CONSIDERED FOR AWARD.

THIS FORM MUST BE INCLUDED WITH THE SEALED COST ESTIMATE IF THE REQUEST FOR PROPOSAL REQUIRES A SEPARATE SEALED COST ESTIMATE.

To be eligible for this agreement, the proposer or bidder shall list below all the business entities (subcontractors or suppliers) used to attain the 5% LBE participation requirement. Estimated dollar values shall be provided for all work, services or supplies listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the proposal or bid non-responsive.

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COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

The Proposer/Bidder hereby certifies that each business entity listed on this LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this proposal or bid. The Proposer/Bidder also certifies that it will notify each business entity listed on this Form in writing if the agreement is awarded to the Proposer/Bidder, and will make all documentation relevant to the listed business entities and LBE participation available to the City of Sacramento upon request. The Proposer/Bidder further certifies that all the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the agreement.
City of SACRAMENTO

Local Business Enterprise (LBE)
Participation Verification Form
Professional and Nonprofessional Service Agreements of $250,000 or More

Proposer/Bidder Name: O.C. Jones & Sons, Inc.

Proposal/Bid Amount: ____________________ Is the Proposer/Bidder an LBE? Yes __ X No

IF THE RESPONSE IS "NO", THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL OR BID FOR THE PROPOSER OR BIDDER TO BE CONSIDERED FOR AWARD.

THIS FORM MUST BE INCLUDED WITH THE SEALED COST ESTIMATE IF THE REQUEST FOR PROPOSAL REQUIRES A SEPARATE SEALED COST ESTIMATE.

To be eligible for this agreement, the proposer or bidder shall list below all the business entities (subcontractors or suppliers) used to attain the 5% LBE participation requirement. Estimated dollar values shall be provided for all work, services or supplies listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the proposal or bid non-responsive.

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<tr>
<th>LBE Business Entity Name and Address (subject to verification)</th>
<th>Description of Work, Services or Supplies to be provided</th>
<th>Estimated Dollar Value of Work, Services or Supplies</th>
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COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

The Proposer/Bidder hereby certifies that each business entity listed on this LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this proposal or bid. The Proposer/Bidder also certifies that it will notify each business entity listed on this Form in writing if the agreement is awarded to the Proposer/Bidder, and will make all documentation relevant to the listed business entities and LBE participation available to the City of Sacramento upon request. The Proposer/Bidder further certifies that all the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the agreement.
TITLE VI
Title VI Language

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:**
The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:**
The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**
In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:**
The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:**
In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:**
The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
FOLLOWING FORMS TO BE FILLED OUT AND SIGNED ONLY IF AWARDED CONTRACT
AGREEMENT
(Construction Contract Over $25,000)
Award: $4,208,128.60

THIS AGREEMENT, dated for identification October 24, 2023, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and O. C. Jones & Sons, Inc. 1520 Fourth Street, Berkeley CA 94710 ("Contractor").

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

- Notice to Contractors
- Proposal Form submitted by the Contractor
- Instructions to Bidders
- Subcontractor and Local Business Enterprise Participation Form
- Drug-Free Workplace Policy and Affidavit
- Construction and Demolition (C&D) Debris Recycling Requirements
- Workers’ Compensation Insurance Certification
- Federal or State funding requirements (if applicable)
- Local Business Enterprise (LBE) Requirements
- Requirements of the Non-Discrimination in Employee Benefits Code
- Ban-The-Box Requirements
- Notice Regarding Assembly Bill 626
- Addenda, if any
- This Agreement
- Standard Specifications
- Special Provisions
- Plans and Technical Specifications

The drawings and other data and all developments thereof prepared by City pursuant to the Contract

Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders

Unless specifically noted otherwise, references to the “Standard Specifications” shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on November 10, 2020 (Resolution No. 2020-0354), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.
2. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Contract Documents entitled:

Florin Road Pavement Rehabilitation

(PN: T15218801)

Including the Work called for in the following alternative bid items described in the Proposal Form:

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor’s Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

A. For items of the Work for which a lump sum price is specified in Contractor’s Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor’s Proposal Form; and

B. For items of the Work for which a unit price is specified in Contractor’s Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed.
and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor’s Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City’s labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

C. Contractor shall not be paid for any defective or improper Work.

D. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City’s Escrow Agreement for Security Deposits in Lieu of Retention.

E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.
F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phase “commence the Work” means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer’s sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 90 WORKING DAYS from the date of the Notice to Proceed (hereinafter called the “Completion Date”) unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the
unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Contractor’s warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

12. CITY’S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Contractor of any obligations under this Contract.

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City.
Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer’s and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor’s Performance Bond shall secure the performance of the Contractor’s obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties’ best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor’s delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.
D. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of $6,700.00 for each working day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

C. In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City’s right to withhold payment for such liabilities.

16. INDEMNITY AND HOLD HARMLESS

A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City’s staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by
any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

19. INSURANCE

During the entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 19.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Work performed by Contractor under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by
the Contractor in connection with this Contract.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.

No automobile liability insurance shall be required if Contractor completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” (Contractor initials)

(3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

(4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.
No Workers’ Compensation insurance shall be required if Contractor completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance.”  
(Contractor initials)

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and its subcontractors; products and completed operations of Contractor and its subcontractors; and premises owned, leased, or used by Contractor and its subcontractors.

(2) Automobile Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Contractor’s insurance coverage, including excess insurance, shall be primary insurance as respects City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers shall be in excess of Contractor’s insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.

(3) Coverage shall state that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests’ rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with
the requirements of this Section 3 must be declared to and approved by the City in writing prior to execution of this Contract.

E. Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Contract, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o EXIGIS LLC

P.O. Box 4668 ECM- #35050

New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

(3) The City may withdraw its offer of contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. The City may withhold payments to Contractor or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

F. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.
In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assembly, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be
considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way
release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City’s cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City’s direct and indirect costs incurred to complete or correct such services or work, including the City’s administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and

C. For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay.
such sum to Contractor. The Contractor and Contractor’s Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City’s right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor’s insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 28 above.

30. SURETIES’ OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

A. The Surety under Contractor’s performance bond shall be fully responsible for all of the Contractor’s remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor’s obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

B. The Surety under Contractor’s payment bond shall be fully responsible for the performance of all of the Contractor’s remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Contract and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

Form approved by City Attorney 1-11-17
32. USE TAX REQUIREMENTS

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

33. NON-DISCRIMINATION IN EMPLOYEE BENEFITS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code." By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor’s compliance. Any violation by Contractor of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies.

34. CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements." By signing this Agreement, Contractor acknowledges and represents that Contractor has read and
understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor's compliance. Any violation by Contractor of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies. Contractor agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

DATE 9/6/23

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

BY

Rob Layne

Print Name

President & CEO

Title

BY

Greg Souder

Print Name

Secretary

Title

1000002320

DIR Registration #

94-3320164

Federal ID# 

44722346

State ID#

1034100

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity (check one):

_____ Individual/Sole Proprietor

_____ Partnership

X___ Corporation

_____ Limited Liability Company

_____ Other (please specify: ____________________________)

CITY OF SACRAMENTO

a municipal corporation

DATE ______________________

BY

For: Howard Chan, City Manager

Original Approved As To Form:

Attest:

City Attorney

______________________________

City Clerk

Form approved by City Attorney 1-11-17
CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Public Works
Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to O.C. Jones & Sons, Inc. 1520 Fourth Street, Berkeley CA 94710 as principal, hereinafter called Contractor, a contract for construction of:

Florin Road Pavement Rehabilitation Project
[PN: T1521801]

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety): Liberty Mutual Insurance Company, 1340 Treet Blvd., Walnut Creek, CA 94597, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: FOUR MILLION TWO HUNDRED EIGHT THOUSAND ONE HUNDRED TWENTY EIGHT DOLLARS SIXTY CENTS ($4,208,128.60), or the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereon, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as herein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on September 7, 2023.

O.C. Jones & Sons, Inc.  
By [Signature] (Seal)  
Title Greg Souder, Secretary  

Liberty Mutual Insurance Company  
By [Signature] (Seal)  
Title Betty L. Tolentino, Attorney-in-Fact  
Agent Name and Address Arthur J. Gallagher Risk Management Services, LLC, 595 Market St., San Francisco, CA 94105  
Agent Phone #: 415.391.1500  
Surety Phone #: 925.979.6708  
California License #: 0D69293
CALIFORNIA ACKNOWLEDGMENT

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

State of California
County of Alameda

On 9/18/23 before me, here insert Name and Title of the Officer
(personally appeared)

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Place Notary Seal and/or Stamp Above

Signature of Notary Public

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

Document Date: _____________ Number of Pages: _____________

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name: __________________________ Signer's Name: __________________________

☐ Corporate Officer – Title(s): __________________________ ☐ Corporate Officer – Title(s): __________________________

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: __________________________

Signer is Representing: __________________________

Signature of Notary Public

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ACKNOWLEDGMENT

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

State of California
County of San Francisco

On September 7, 2023 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino, 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

(Seal)
This Power of Attorney limits the acts those named herein, and have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8210007-024125

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the “Companies”), pursuant and by authority herein set forth, does hereby name, constitute and appoint, Virginia L. Black, Courtney Chew, Brian Cooper, Julia Ortega, Maria De Los Angeles Reynoso, Susan M. Exline, Susan Hecker, Misty R. Henje, Brittany Kavan, Thuyduong Le, M. Mody, Tia K. Nierenberg, Kevin Re, Janet C. Rohe, Maureen O’Connell, Betty L. Tereukina, Robert P. Wixon, K. Zerounian all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this ___ 25th ___ day of April ___ 2023 ___

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

By:  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  SS

On this ___ 25th ___ day of April ___ 2023 ___ before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have heretofore subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

By:  
Teresa Pastilla, Notary Public

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


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


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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ___ 24th ___ day of September ___ 2023 ___

By:  
Renee C. Llewellyn, Assistant Secretary

LMS-12973 LM/C OCIC WAIC Mult Co 02/21
CITY OF SACRAMENTO
PAYMENT BOND
Department of Public Works
Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally
awarded to O.C. Jones & Sons, Inc. 1520 Fourth Street, Berkeley CA 94710 hereinafter called Contractor,
a contract for construction of:

Florin Road Pavement Rehabilitation Project
(PN: T1521801)

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of
the California Civil Code (commencing with Civil Code Section 9550), Contractor is required to furnish a
good and sufficient payment bond to secure payment of the claims to which reference is made in Civil
Code Section 9554.

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety):
Liberty Mutual Insurance Company, 1340 Treat Blvd., Walnut Creek, CA 94597

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of
California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or
entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions
in the sum of FOUR MILLION TWO HUNDRED EIGHT THOUSAND ONE HUNDRED TWENTY EIGHT
DOLLARS SIXTY CENTS ($4,208,128.60), on the condition that if Contractor shall fail to pay for any
materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon
of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor,
or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the
Employment Development Department from the wages of employees of the Contractor and all
subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not
exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the
above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in
successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment
rendered. Should the condition of this bond be fully performed, then this obligation shall become null and
void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs,
executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies,
corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a
payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or
their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to
be performed thereunder or to the specifications accompanying the same shall in any way affect its
obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or
addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the
Contractor and Surety. SIGNED AND SEALED on September 7, 2023.

O.C. Jones & Sons, Inc.

By ____________________________
Title Greg Sondor, Secretary

Liberty Mutual Insurance Company

By ____________________________
Title: Betty L. Tolentino, Attorney-in-Fact
Agent registered Address: Arthur J. Gallagher Risk Management
Services, LLC, 595 Market St., San Francisco, CA 94105
Agent Phone #: 415.391.1500
Surety Phone #: 925.979.6708
California License #: 0D69293

Effective 7-1-12.
CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Alameda

On 9/23/23 before me, Heidi Faria, Notary Public

personally appeared ___________________________

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Place Notary Seal and/or Stamp Above

Signature of Notary Public

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: Payment Bond

Document Date: _______________ Number of Pages: _______________

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer’s Name: ___________________________ Signer’s Name: ___________________________

☐ Corporate Officer – Title(s): ___________________________ ☐ Corporate Officer – Title(s): ___________________________

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact ☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: ___________________________ ☐ Other: ___________________________

Signer is Representing: ___________________________ Signer is Representing: ___________________________

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ACKNOWLEDGMENT

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

State of California
County of San Francisco

On September 7, 2023 before me, ________________, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared __________________________ Betty L. Tolentino
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 ______________________________ (Seal)
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8210007-024125

POWERS OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the “Companies”), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Virginia L. Black; Courtney Chew; Brian Cooper; Jolina Otega; Maria De Los Angeles Reynoso; Susan M. Escobar; Susan Hecker; Misty R. Hensley; Brittany Kavan; Thuyduong Le; M. Moody; Tina K. Nierenberg; Kevin Re; Janet C. Rojo; Maureen O'Connell; Betty L. Tolentino; Robert P. Wrixon; K. Zerouani

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of April , 2023.

Liberty Mutual Insurance Company
By: David M. Carey, Assistant Secretary
The Ohio Casualty Insurance Company
West American Insurance Company

State of PENNSYLVANIA
County of MONTGOMERY SS

On this 25th day of April, 2023, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes contained in signing on behalf of the Corporations by himself as a duly authorized officer.

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

TERESA Pastella, Notary Public
Commonwealth of Pennsylvania - Notary Seal
Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 115604
Member, Pennsylvania Association of Notaries

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


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

ARTICLE XII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of September, 2023.

Liberty Mutual Insurance Company
By: Renee C. Llewellyn, Assistant Secretary

The Ohio Casualty Insurance Company

West American Insurance Company
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

O.C. Jones & Sons, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following boxes.

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=corporation, S=corporation, P=Partnership) __________

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) __________

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2):

Exempt payee code (if any) __________

Exemption from FATCA reporting code (if any) __________

(Appplies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions. Requester’s name and address (optional)

1234 Fifth Street

6 City, state, and ZIP code

Berkeley, CA 94710

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to Get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number ____________________________

Employer identification number ____________________________

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here ____________________________

Signature of U.S. person ____________________________

Date 9/16/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain the correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-R (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
2023 Withholding Exemption Certificate 590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information
Name
City of Sacramento

Payee Information
Name: O.C. JONES & SONS, INC.
Address: 1520 4TH STREET
City: BERKELEY
State: CA
ZIP code: 94710

Exemption Reason
Check only one box.

☐ Individuals — Certification of Residency:
   I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ Corporations:
   The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ Partnerships or Limited Liability Companies (LLCs):
   The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ Tax-Exempt Entities:
   The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 ______ (insert letter) or Internal Revenue Code Section 501(c) ______ (insert number). If the entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:
   The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ California Trusts:
   At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ Estates — Certification of Residency of Deceased Person:
   I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ Nonmilitary Spouse of a Military Servicemember:
   I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Type or print payee's name and title: CAMELIA YAN ASSISTANT CONTROLLER

Telephone: (510) 526-3424
Date: 09/13/23

Form 590 2022
GUARANTEE

We hereby guarantee the Florin Road Pavement Rehabilitation Project (PN: T15215801) for the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefor immediately upon demand.

Dated: 9/6/23

Signed: Greg Souder, Secretary

Printed Name
O.C. Jones & Sons, Inc.
Company
1520 Fourth Street
Address
Berkeley, CA 94710
WORKER'S COMPENSATION CERTIFICATION

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

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

DATE: 9/6/23

Contractor O.C. Jones & Sons, Inc.

By Greg Souder, Secretary
Signature

(Rev. 5-6-91)
Addendum A

COMMUNITY WORKFORCE AND TRAINING AGREEMENT
CITY OF SACRAMENTO

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Sacramento Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto.

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Master Agreement as described in Article XI of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR.

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date: 9/6/23

O.C. Jones & Sons. Inc.
Name of Contractor

(Name of Contractor Representative)
Greg Souder, Secretary
(Authorized Officer & Title)
759729

CSLB # or Motor Carrier Permit
Addendum A

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CITY OF SACRAMENTO

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Date: 8/31/2023

[Signature]
Name of Contractor
Mark Chrisp, Vice President
(Name of Contractor Representative)
(Authorized Officer & Title)
374600
CSLB # or Motor Carrier Permit
Addendum A

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CITY OF SACRAMENTO

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Date: 01/13/2023

Name of Contractor

NAME, INC.

(Nick Brandon)

(Name of Contractor Representative)

Susan General Manager

(Authorized Officer & Title)

981204

CSLB # or Motor Carrier Permit

3753-026j

24
Addendum A

COMMUNITY WORKFORCE AND TRAINING AGREEMENT
CITY OF SACRAMENTO

AGREEMENT TO BE BOUND

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Date: Sept. 9, 2023

[Signature]
Name of Contractor

[Signature]
(Name of Contractor Representative)

[Signature]
(Authorized Officer & Title)

CSLB # or Motor Carrier Permit
Addendum A

COMMUNITY WORKFORCE AND TRAINING AGREEMENT
CITY OF SACRAMENTO

AGREEMENT TO BE BOUND

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Date: 9/7/2023

[Signature]
Antrak Corporation
Name of Contractor

[Signature]
Christopher D. Anderson
EVP/Secretary/CFO
Name of Contractor Representative

[Signature]
[License #]
CSLB # or Motor Carrier Permit
Authorized Officer & Title

3753-026]
Addendum A

COMMUNITY WORKFORCE AND TRAINING AGREEMENT
CITY OF SACRAMENTO

AGREEMENT TO BE BOUND

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Date: 9/7/23

Name of Contractor

M. F. Maher, Inc.

(Name of Contractor Representative)

Brand Wern

(Authorized Officer & Title)

ESTIMATOR

CSLB # or Motor Carrier Permit

3753-9261
Addendum A

COMMUNITY WORKFORCE AND TRAINING AGREEMENT
CITY OF SACRAMENTO

AGREEMENT TO BE BOUND

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Date: 09/13/2023

Pake Horse Asphalt Engineering
Name of Contractor
Richard Mart
(Name of Contractor Representative)

Authorized Officer & Title

CSLB # or Motor Carrier Permit

Pake Horse Asphalt Engineering is NOT and will NOT be designatory to any unions.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER: ACORD CA LIC 0823700 1-925-798-3334
Edgewood Partners Insurance Center (EPIC)
[Concord - Branch TN 15469] NYS #A41461
P.O. Box 5668
Concord, CA 94524

INSURED:
O.C. Jones & Sons, Inc.
1520 Fourth Street
Berkeley, CA 94710

CONTACT NAME: Sara Dorrisey
PHONE: (A/C No. Ext): 925-822-9009
FAX (A/C No.): 925-887-6815
EMAIL ADDRESS: sara.dorrisey@epicbrokers.com

INSURER(S) AFFORDING COVERAGE
INSURER A: NATIONAL UNION FIRE INS CO OF PITTSBURGH

NAIC # 19445
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

CERTIFICATE NUMBER: 69554623

REVISED NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD Indicated. The policy limits and other terms of coverage are shown below. LIMITS ShOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL/</th>
<th>SUBR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL</td>
<td>X</td>
<td>X</td>
<td>GL5266182</td>
<td>04/01/23</td>
<td>04/01/24</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td>GENERAL LIABILITY</td>
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<td>$2,000,000</td>
<td>DAMAGE TO RENTED</td>
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<td>PREMISES (Ex occurrence)</td>
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<td>$500,000</td>
<td>MED EXP</td>
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<td>(Any one person)</td>
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<td>$25,000</td>
<td>PERSONAL &amp; ADV</td>
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<td>INJURY</td>
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<td>COMBINED SINGLE LIMIT</td>
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<td>LIABILITY</td>
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<td>(Ex accident)</td>
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<td>BODILY INJURY (Per person)</td>
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<td>BODILY INJURY (Per accident)</td>
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<td>PROPERTY DAMAGE</td>
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<td></td>
<td></td>
<td>$</td>
<td>(Per accident)</td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
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<td>X</td>
<td>WC015893716</td>
<td>04/01/23</td>
<td>04/01/24</td>
<td>EACH OCCURRENCE</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

RE: OCJ #223545. Florin Road Pavement Rehabilitation (PN: TL52158001).
Additional Insured: The City of Sacramento, its officials, employees and volunteers.
When required by written contract, Additional Insured with Primary and Non-Contributory coverage applies to General Liability and Auto Liability and Waiver of Subrogation applies to General Liability, Auto Liability, and Workers Compensation, all as per the attached endorsements.
30 days notice of cancellation, as per the attached endorsements.

CERTIFICATE HOLDER

OCJ #223545
City of Sacramento
c/o EXIXIS LLC
PO Box 4668
ECN-35050
New York, NY 10168-4668
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD
ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2023 forms a part of

Policy No. CA 448-96-77 issued to O.C. JONES & SONS, INC.

BY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy’s expiration date;

2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy’s cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the “Advice”) via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement vest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

[Signature]
Authorized Representative
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

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

Named Insured:
O.C. JONES & SONS, INC.

Endorsement Effective Date: 04/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):
AS REQUIRED PER WRITTEN CONTRACT

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.
ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023 forms a part of

policy No. CA 448-96-77 issued to O.C. JONES & SONS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

[Signature]

Authorized Representative or Countersignature (in States Where Applicable)
ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023 forms a part of

policy No. CA 448-96-77 issued to O.C. JONES & SONS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

[Signature]
AUTHORIZED REPRESENTATIVE
ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023 forms a part of

Policy No. GL 526-81-82 issued to O.C. JONES & SONS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy’s expiration date;

2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy’s cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement vest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative
ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023
forms a part of Policy No. 526-81-82
issued to O C JONES & SONS, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AMENDMENT OF LIMITS OF INSURANCE
(Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only one of the following:

[ ] Per Project General Aggregate Limit  $
[ ] Per Location General Aggregate Limit  $
[X] Per Project and Per Location General Aggregate Limit  $ 4,000,000

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. SECTION III - LIMITS OF INSURANCE , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage C;
   b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage A; and
   b. Medical expenses under Coverage C
because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:

   a. Damages under Coverage A;
   b. Damages under Coverage B; and
   c. Medical Expenses under Coverage C

arising out of any single Project described above.

9. Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:

   a. Damages under Coverage A;
   b. Damages under Coverage B; and
   c. Medical expenses under Coverage C

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

<table>
<thead>
<tr>
<th>Limit Description</th>
<th>Limits of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate Limit</td>
<td>$ 10,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>Products-Completed Operations Aggregate Limit</td>
<td>$ 4,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury Limit</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>Damage to Premises Rented to</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>Medical Expense Limit</td>
<td>$ 25,000</td>
</tr>
<tr>
<td>Per Project General Aggregate Limit, Per Location</td>
<td>$ 4,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit or Per Project and Per Location General Aggregate Limit</td>
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</tbody>
</table>

IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.

Authorized Representative or Countersignature (in States Where Applicable)
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTACT OR AGREEMENT YOU HAVE ENTERED INTO.</td>
<td>PER THE CONTRACT OR AGREEMENT.</td>
</tr>
</tbody>
</table>

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

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

1. Required by the contract or agreement, or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</td>
<td>PER THE CONTRACT OR AGREEMENT</td>
</tr>
</tbody>
</table>

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Scheduled Railroad:</th>
<th>Designated Job Site:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY RAILROAD ORGANIZATION WHOM HAS GRANTED YOU AN EASEMENT FOR ANY JOB SITE TO PERMIT YOU TO PERFORM WORK AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</td>
<td></td>
</tr>
</tbody>
</table>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.
BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2023 forms a part of Policy No. WC 015-89-3716

Issued to O.C. JONES & SONS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by

Authorized Representative
<table>
<thead>
<tr>
<th><strong>Business Name</strong></th>
<th>O.C. JONES &amp; SONS, INC</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Address</strong></td>
<td>1520 FOURTH ST</td>
</tr>
<tr>
<td><strong>Owner</strong></td>
<td>O.C. JONES &amp; SONS, INC. ROB LAYNE</td>
</tr>
<tr>
<td><strong>Type of Business</strong></td>
<td>Contractors - General</td>
</tr>
<tr>
<td><strong>Tax Classification</strong></td>
<td>Gross Receipts</td>
</tr>
<tr>
<td><strong>Expires</strong></td>
<td>03/31/2024</td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
<td>CAM YAN</td>
</tr>
<tr>
<td></td>
<td>O.C. JONES &amp; SONS, INC</td>
</tr>
<tr>
<td></td>
<td>1520 FOURTH ST</td>
</tr>
<tr>
<td></td>
<td>BERKELEY, CA 94710-1748</td>
</tr>
</tbody>
</table>

**MUST BE POSTED IN CONSPICUOUS PLACE**

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. This certificate must be renewed within 30 days of expiration.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to https://www.sco.ca.gov/publications/
This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min $40, max $800); security deposit, if applicable, is 1% of bid amount (max $10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Job Address: ____________________________
Contractor: ____________________________
Address: ________________________________

Engineering Estimate: ____________________
Phone: ________________________________
Email: ________________________________

B. Briefly describe the project:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

C. Materials Required to be Recycled

50% of all debris must be recycled if generated during the course of your project. You can either source-separate them, which may be hauled by anyone, or mix them in one container and send the mixed C&D debris load to a Certified Mixed C&D Sorting Facility. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see the Definitions section, on the next page, for more information.

D. Material Management

1. How will C&D debris will be stored on the project site: _____ Mixed C&D _____ Source-Separated

2. Company to haul away debris: ____________________________

3. Facilities to receive debris: ____________________________
E. Definitions.
Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at http://www.cityofsacramento.org/utilities/.

1. **Self-haul or self-hauling**: This is when the general contractor or a subcontractor *who is doing work on the project* hauls their own waste materials for recycling or disposal. Note that a *jobsite cleanup crew is not doing other work on the project and is not self-hauling*. Jobsite cleanup crews need to be franchise in order to haul mixed C&D debris away.

2. **Franchised hauler**: Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.

3. **Source separation**: This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU website. Source-separated materials may be hauled by anyone.

4. **Mixed C&D debris**: This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.

5. **Certified Mixed C&D Sorting Facility**: See the DOU website for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SOMA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions
- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- **ALL Clean Wood Waste** (unpainted, untreated lumber, plywood and OSB), **Inert Materials** (concrete, asphalt paving, brick, block, and dirt), **Wooden Pallets**, **Scraps Metal**, and **Corrugated Cardboard** must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submital of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.
## Certified Mixed C&D Facilities

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Waste / Elder Creek Transfer and Recovery</td>
<td>(916) 387-8425</td>
</tr>
<tr>
<td>Florin-Perkins Public Disposal</td>
<td>(916) 443-5120</td>
</tr>
<tr>
<td>L&amp;D Landfill</td>
<td>(916) 737-8640</td>
</tr>
<tr>
<td>Waste Management / K&amp;M Recycle America</td>
<td>(916) 452-0142</td>
</tr>
</tbody>
</table>

## Franchised Haulers

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACES Waste Services, Inc.</td>
<td>(866) 488-8837</td>
</tr>
<tr>
<td>Allied Waste Services</td>
<td>(916) 631-0600</td>
</tr>
<tr>
<td>All Waste Systems, Inc.</td>
<td>(916) 456-1555</td>
</tr>
<tr>
<td>Atlas Disposal Industries, LLC</td>
<td>(916) 455-2800</td>
</tr>
<tr>
<td>California Waste Recovery Systems</td>
<td>(916) 441-1985</td>
</tr>
<tr>
<td>Central Valley Waste Services, Inc.</td>
<td>(209) 369-8274</td>
</tr>
<tr>
<td>City of Sacramento Solid Waste</td>
<td>(916) 808-4839</td>
</tr>
<tr>
<td>Elk Grove Waste Management, LLC</td>
<td>(916) 689-4052</td>
</tr>
<tr>
<td>Mini Drops, Inc.</td>
<td>(916) 686-8785</td>
</tr>
<tr>
<td>Norcal Waste Services of Sacramento</td>
<td>(916) 381-5300</td>
</tr>
<tr>
<td>North West Recyclers</td>
<td>(916) 686-8575</td>
</tr>
<tr>
<td>Waste Management of Sacramento</td>
<td>(916) 387-1400</td>
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<tr>
<td>Waste Removal &amp; Recycling</td>
<td>(916) 453-1400</td>
</tr>
<tr>
<td>Western Strategic Materials, Inc.</td>
<td>(916) 388-1076</td>
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## Recyclers*

<table>
<thead>
<tr>
<th>Recycler Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Bcil Marinc</td>
<td>(916) 442-9089</td>
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<tr>
<td>C &amp; C Paper Recycling</td>
<td>(916) 920-2673</td>
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<tr>
<td>EBI Aggregates</td>
<td>(916) 372-7580</td>
</tr>
<tr>
<td>International Paper</td>
<td>(916) 371-4634</td>
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<tr>
<td>Modern Waste Solutions</td>
<td>(916) 447-6800</td>
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<tr>
<td>PRIDE Industries, Inc.</td>
<td>(916) 640-1300</td>
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<tr>
<td>Recycling Industries, Inc.</td>
<td>(916) 452-3961</td>
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<tr>
<td>Sacramento Local Conservation Corp</td>
<td>(916) 386-8304</td>
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<tr>
<td>Smurfit-Stone Container Corporation</td>
<td>(916) 381-3340</td>
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<tr>
<td>Southside Art Center</td>
<td>(916) 387-8080</td>
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<tr>
<td>Spencer Building Maintenance, Inc.</td>
<td>(916) 922-1900</td>
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## Recovery Stations & Landfills

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Elder Crock Recovery &amp; Transfer Station</td>
<td>(916) 387-8425</td>
</tr>
<tr>
<td>Kiefer Landfill</td>
<td>(916) 875-5555</td>
</tr>
<tr>
<td>L &amp; D Landfill</td>
<td>(916) 383-9420</td>
</tr>
<tr>
<td>North Area Recovery Station</td>
<td>(916) 875-5555</td>
</tr>
<tr>
<td>Sacramento Recycling &amp; Transfer Station</td>
<td>(916) 379-0500</td>
</tr>
<tr>
<td>Waste Management of Rooyolo Americo</td>
<td>(916) 462-0142</td>
</tr>
</tbody>
</table>

More updated information can be found online at:
http://www.cityofsacramento.org/utilities/

* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.
This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

<table>
<thead>
<tr>
<th>Date</th>
<th>Hauler</th>
<th>Material</th>
<th>Destination</th>
<th>Amount</th>
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**Hauler:** Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.

**Material:** Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.

**Destination:** Indicate the facility that received the material for disposal or recycling

**Amount:** Indicate the weight. If weight is not known, put volume.
SPECIAL PROVISIONS
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

FLORIN ROAD PAVEMENT REHABILITATION
City Project No.: (PN: T15215801)

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED PERSONS:

Civil:

Aaron Silva, Registered Civil Engineer

[Signature]

Danny Murphy, Registered Electrical Engineer

[Signature]
TABLE OF CONTENTS
FLORIN ROAD PAVEMENT REHABILITATION BETWEEN 24TH STREET AND MUNSON WAY (PN: T15195001)

1. GENERAL REQUIREMENTS ......................................................................................... 8
  1.1. SCOPE AND LOCATION OF WORK .................................................................. 8
  1.2. SPECIFICATIONS .............................................................................................. 8
  1.3. ORDER OF WORK ............................................................................................. 9
  1.4. COMPLETION TIME .......................................................................................... 10
  1.5. TIME OF AWARD .............................................................................................. 10
  1.6. PROVIDING BONDS AND SECURITY ............................................................... 10
  1.7. PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS ....................... 11
  1.8. NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET ........... 11
  1.9. CERTIFICATE OF COMPLIANCE ................................................................... 11
  1.10. GOLD SHOVEL STANDARD PROGRAM .................................................... 12
  1.11. COMMUNITY WORKFORCE TRAINING REQUIREMENTS ...................... 12
  1.12. FINAL PAY QUANTITY .................................................................................. 12
  1.13. EQUIPMENT TO BE SUPPLIED ...................................................................... 12
  1.14. HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS ........................................................................................................ 13
  1.15. COORDINATION ............................................................................................. 13
  1.16. PROJECT SCHEDULING ................................................................................ 15
  1.17. PROTECTION OF EXISTING IMPROVEMENTS .......................................... 16
  1.18. TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE .............. 17
  1.19. USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION ....... 19
  1.20. TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING .... 19
  1.21. PUBLIC NOTIFICATION ............................................................................... 19
  1.22. REMOVAL OF ON-STREET PARKING ......................................................... 20
  1.23. EQUIPMENT LIST AND DRAWINGS SUBMITTALS .................................. 21
  1.24. PROOF OF COMPLIANCE WITH CONTRACT ........................................... 21
  1.25. RECORD DRAWINGS .................................................................................... 21
  1.26. BACKFILLING OF VOIDS ............................................................................ 22
  1.27. PAVEMENT CUTTING AND RESTORATION ............................................ 23
  1.28. PROTECTION OF TREES .............................................................................. 22
  1.29. TREE TRIMMING ........................................................................................... 23
  1.30. STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED ............... 25
  1.31. HEALTH AND SAFETY ................................................................................. 25
  1.32. PERMITS AND STAGING AREA .................................................................. 26
  1.33. WATER POLLUTION CONTROL ................................................................. 26
  1.34. EROSION AND SEDIMENT CONTROL ......................................................... 27
  1.35. CLEANING UP ............................................................................................... 27
  1.36. UPRR WIRELINE AGREEMENT .................................................................. 28
  1.37. 1NSHFTTERED ENCAMPMENTS .................................................................. 28

2. ITEMS OF THE BID PROPOSAL ............................................................................. 29
   ITEM NO. 1 - LEAD COMPLIANCE PLAN ............................................................. 29
   ITEM NO. 2 - TRAFFIC CONTROL SYSTEM ....................................................... 29
   ITEM NO. 3 - PREPARE STORM WATER POLLUTION PREVENTION PLAN ...... 30
ITEM NO. 4 - REMOVE TREE ................................................................. 30
ITEM NO. 5 - REMOVE SD PIPE .......................................................... 30
ITEM NO. 6 - REMOVE DROP INLET .................................................... 31
ITEM NO. 7 - MODIFY MANHOLE ......................................................... 31
ITEM NO. 8 - REMOVE CONCRETE CURB .............................................. 31
ITEM NO. 9 - ROADWAY EXCAVATION .................................................. 32
ITEM NO. 10 - CLASS 2 AGGREGATE BASE ........................................... 32
ITEM NO. 11 - PAVEMENT FABRIC ....................................................... 32
ITEM NO. 12 - COLD PLANE HMA ...................................................... 39
ITEM NO. 13 - HOT MIX ASPHALT (TYPE A) ......................................... 40
ITEM NO. 14 - HOT MIX ASPHALT (BASE REPAIR) ............................... 40
ITEM NO. 15 - MEDIAN TEXTURED PAVING ........................................ 40
ITEM NO. 16 - CONCRETE - CURB AND GUTTER (TYPE 2) ...................... 43
ITEM NO. 17 - CONCRETE CURB (TYPE 3) ............................................. 43
ITEM NO. 18 - CONCRETE CURB (TYPE 4) ............................................. 43
ITEM NO. 19 - CONCRETE CURB (TYPE 14) ......................................... 43
ITEM NO. 20 - MINOR CONCRETE (SIDEWALK) .................................. 43
ITEM NO. 21 - MINOR CONCRETE (MEDIAN) ....................................... 44
ITEM NO. 22 - INSTALL 48” MANHOLE ............................................... 44
ITEM NO. 23 - INSTALL 12” POLYVINYL CHLORIDE PIPE ......................... 44
ITEM NO. 24 - INSTALL TYPE B DROP INLET ...................................... 45
ITEM NO. 25 - ADJUST MANHOLE TO GRADE ...................................... 46
ITEM NO. 26 - ADJUST VALVE COVER TO GRADE ................................. 46
ITEM NO. 27 - ADJUST PULL BOX TO GRADE ...................................... 47
ITEM NO. 28 - RELOCATE PULL BOX .................................................. 47
ITEM NO. 29 - RELOCATE WATER METER .......................................... 47
ITEM NO. 30 - ADJUST IRRIGATION ..................................................... 48
ITEM NO. 31 - PAVEMENT MARKER (RETROFLECTIVE) ............................. 48
ITEM NO. 32 - THERMOPLASTIC TRAFFIC STRIPE .................................. 48
ITEM NO. 33 - THERMOPLASTIC TRAFFIC PAVEMENT MARKING ................ 48
ITEM NO. 34 - COLORED PAVEMENT FOR BIKE LANES (GREEN) ............... 48
ITEM NO. 35 - FLEXIBLE DELINEATOR (TYPE K-71) ............................... 49
ITEM NO. 36 - RELOCATE SIGN ....................................................... 49
ITEM NO. 37 - INSTALL SIGN .......................................................... 49
ITEM NO. 38 - REMOVE SIGN .......................................................... 50
ITEM NO. 39 - INSTALL TRUNCATED DOMES CN NEW RAMP (36”X48” & 36”X60”) 50
ITEM NO. 40 - INSTALL TRUNCATED DOMES CN EXISTING RAMP (36”X60”) .... 51
ITEM NO. 41 - MEDIAN NOSE MARKER .............................................. 51
ITEM NO. 42 - PAINTED CURB .......................................................... 51
ITEM NO. 43 - TRAFFIC SIGNAL MODIFICATION 21ST STREET ............... 52
ITEM NO. 44 - TRAFFIC SIGNAL MODIFICATION – WOODBINE AVE ......... 52
ITEM NO. 45 - TRAFFIC SIGNAL MODIFICATION – 29TH STREET ............. 52
ITEM NO. 46 - TRAFFIC SIGNAL MODIFICATION – HISPERY LANE ........... 52
ITEM NO. 47 - TRAFFIC SIGNAL MODIFICATION – I.I.THER DRIVE .......... 52
ITEM NO. 48 - TRAFFIC SIGNAL INFRASTRUCTURE – LOMA VERDE WAY .... 53
ITEM NO. 49 - TRAFFIC SIGNAL INFRASTRUCTURE – MUNSON WAY ........ 53
ITEM NO. 50 - INTERCONNECT CONDUIT ............................................ 54
ITEM NO. 51 - MOBILIZATION .......................................................... 54

2.1. ELECTRICAL COST BREAKDOWN ..................................................................... 55

3. ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS56

CITY EQUIPMENT TO BE REMOVED AND SALVAGED ........................................... 56
<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONDUIT MATERIAL</td>
<td>56</td>
</tr>
<tr>
<td>CONDUIT INSTALLATION</td>
<td>57</td>
</tr>
<tr>
<td>CONDUCTORS</td>
<td>60</td>
</tr>
<tr>
<td>DETECTOR CONDUCTOR LOOP</td>
<td>60</td>
</tr>
<tr>
<td>DETECTOR HANDBOLES</td>
<td>64</td>
</tr>
<tr>
<td>DETECTOR LEAD-IN CABLE</td>
<td>64</td>
</tr>
<tr>
<td>FOUNDATIONS TO BE ABANDONED</td>
<td>65</td>
</tr>
<tr>
<td>PULL BOXES</td>
<td>65</td>
</tr>
<tr>
<td>TRAFFIC SIGNALS AND FITTINGS</td>
<td>66</td>
</tr>
<tr>
<td>TRAFFIC SIGNAL TURN-ON PROCESS</td>
<td>70</td>
</tr>
<tr>
<td>VIDEO DETECTION SYSTEM – ECONOLITE VISION</td>
<td>71</td>
</tr>
<tr>
<td>WIRING</td>
<td>80</td>
</tr>
</tbody>
</table>

4. RAILROAD RELATIONS AND INSURANCE..........................................................80
SPECIAL PROVISIONS
FOR
FLORIN ROAD PAVEMENT REHABILITATION
BETWEEN 24TH STREET AND MUNSON WAY
(PN: T15215801)

1. GENERAL REQUIREMENTS

1.1. SCOPE AND LOCATION OF WORK
The following items of work are to be performed in these Special Provisions:

The project includes pavement rehabilitation with the addition of Class II bike lanes on Florin Road (from 24th Street to Munson Way).

The work includes reconstruction of roadway, reconstruction curb ramps to ADA standards, pavement markings, and roadside signs.

The underground work includes installing new drain inlets, leads and maintenance holes and adjusting maintenance holes and valve boxes to match new grades.

The electrical work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material to install street lighting as indicated on the Plan sheets and these Special Provisions.

1.2. SPECIFICATIONS
The contract shall be administered in accordance with sections 1 through 8 of the City Standard Specifications for Public Construction, City Sacramento, dated November 2020. The work to be performed under this contract shall be in accordance with the Special Provisions contained herein. The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the City Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications for the items of work referenced.

In case of conflict in the technical provisions or requirements, the following order of precedence shall govern:

A. Special Provisions
B. Project Plans
C. City Standard Specifications
D. Sacramento Area Sewer District Standards and Specifications
E. State Standard Specifications dated 2022
F. Revised State Standard Plans dated 2022
G. State Standard Plans dated 2022
H. Other referenced specifications
I. Definitions of Terms

Whenever in the City Standard Specifications, State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract or other contract documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

DEFINITIONS AND TERMS

As used herein, unless the context otherwise requires, the following terms have the following meaning:

Department or Department of Transportation: The City of Sacramento, Department of Public Works.

Director or Director of Transportation: Director of Public Works, City of Sacramento.

Engineer: The Director of Public Works of the City of Sacramento, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

State or State of California: The City of Sacramento.

State Highway Engineer: The Director of Public Works of the City of Sacramento, State of California.

Attorney General: City Attorney, City of Sacramento.

1.3. ORDER OF WORK

Order of work shall conform to the provisions in Section 5 1.05, "Order of Work," of the State Standard Specifications and these special provisions. The Contractor shall refer to section "Time Between Pavement Planing and Placement of Asphalt Concrete Overlay" and section "Special Construction Considerations" of these Special Provisions for order of work requirements.

Upon City issuing the notice to proceed (NTP) with the construction the Contractor is expected to perform the following tasks:

- Submit SWPPP for City Approval.
• Upload City Approved SWPPP on State SMARTS System, file Notice of Intent, and acquire WDID number. Contractor shall be required to pay any fees associated to maintain and get SWPPP approval.
• Submit construction schedule for City approval
• Provided material submittals for City approval
• Submit shop drawings for City approval per Section 5-1.23B(2) – “Shop Drawings” of the State Standard Specifications and these special provisions
• Contact and schedule relocations with the utilities.
• Contractor shall plot locations of proposed foundations and drainage facilities. Locate and document existing survey monuments within the project area and submit to the Engineer.

The contractor shall also order all electrical materials as the first order of work, such as the service pedestal, streetlight poles, signal hardware, etc.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in order of work shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.4. COMPLETION TIME

The time limit for the completion of all items of work is Ninety (90) Working Days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall pay a sum in the amount of SIX THOUSAND SEVEN HUNDRED DOLLARS ($6,700.00) as Liquidated Damages, and not as a penalty, for each calendar day delay after the expiration of Ninety (90) working days.

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week and the number of working days charged to date. The Contractor will be allowed fifteen (15) calendar days in which to file a written protest setting forth in what respect the Contractor disagrees with the working day statement, otherwise the working day statement of the Engineer shall be deemed to have been accepted by the Contractor as correct.

1.5. TIME OF AWARD

Section 3-2, “Time of Award,” of the Standard Specifications is hereby amended for this project. Time of Award for this contract shall be made within Sixty (60) calendar days after opening of the proposals to the lowest responsible bidder.

1.6. PROVIDING BONDS AND SECURITY

The Contractor shall provide signed agreement and surety bonds within ten (10) calendar days after receipt of notice to award by the City and prior to award by the City Council. The Contractor shall be reimbursed for all surety bond costs should the City Council not award a contract.
1.7. PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Interpretation, when necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information regarding this procedure or other similar information, shall be directed to William Shunk, Senior Engineer, 915 1 Street, Room 2000, Sacramento, CA 95814, (916) 808-2986, or wshunk@cityofsacramento.org.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Engineer immediately but at least two (2) weeks prior to the bid opening date.

1.8. NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET

The Contractor and its subcontractors must not use 28th Street south of E Street as part of any haul route to and from the Bell Marine Co., Inc./Harbor Sand and Gravel located at 200 28th Street. Acceptable routes to and from the facility are as follows:

To enter facility:

North on 30th Street
West on E Street
North on 28th Street

To exit facility:

South on 28th Street
East on C Street
South on 29th Street

The Contractor shall be assessed an administrative penalty of $500 for each Contractor or subcontractor dump truck that uses 28th Street South of E Street to enter or exit the Bell Marine Co., Inc./Harbor Sand and Gravel.

1.9. CERTIFICATE OF COMPLIANCE

The Contractor shall provide the Engineer with a manufacturer's "Certificate of Compliance" at the Engineer's request within two weeks. The Certificate of Compliance shall clearly show that the material, equipment and/or work is in compliance with the tests and specifications set forth in these contract documents.
1.10. GOLD SHOVEL STANDARD PROGRAM

On July 20, 2018, the City of Sacramento became the first municipality in California to become a Gold Shovel Certified Community. As such, the City of Sacramento is highly encouraging its contractors bidding on City projects to become Gold Shovel Certified. The Gold Shovel Standard Certification was developed to ensure that hired contractors adhere to the safest excavation standards. To learn more about the Gold Shovel Standard certification process, please visit the following website: www.goldshovelstandard.org.

1.11. COMMUNITY WORKFORCE TRAINING REQUIREMENTS

This project is subject to the requirements of the City’s Local Hire and Community Workforce Training Program and the City’s Community Workforce Training Agreement (CWTA), attached to this solicitation as Appendix B. A summary of the CWTA requirements is also provided in Appendix B. By submitting a bid, the Contractor acknowledges that it has read and understands all the requirements, terms, and conditions of the complete CWTA attached, and has included all costs associated with compliance with the CWTA in its bid. The CWTA is applicable if the total bid amount submitted by the Contractor or contractors awarded construction contracts exceeds one million dollars ($1,000,000).

If the CWTA applies, the Contractor must execute Addendum A to the CWTA (“Agreement to be Bound”) and provide an executed original to the City before a Notice to Proceed will be issued. Contractor must also include the provisions of this section in every subcontract for Work covered by the CWTA. No subcontractor for Work covered by the CWTA may perform Work prior to executing Addendum A and providing the executed original to the City. By submitting a bid, Contractor represents that if the bid amount exceeds $1,000,000, Contractor represents that it will execute the Agreement to be Bound if selected.

1.12. FINAL PAY QUANTITY

Final pay quantity is designated on the sealed bid proposal sheet with a “[F]”. Final pay quantity shall conform to Section 9-1.015 “Final Pay Items” of the State Standard Specifications, except that the final pay quantity designation shall be made on the sealed bid proposal rather than the Plans.

1.13. EQUIPMENT TO BE SUPPLIED

All equipment, material and supplies called for in the specifications shall be new and currently manufactured items, unless otherwise specified. All equipment shall be complete and in operation to the satisfaction of the Engineer at the time of acceptance of the work.

All incidental parts which are not shown on the Plans or specified herein, and which are necessary to complete the project shall be furnished and installed as though such parts were shown on the Plans or specified herein.

All equipment, materials, or supplies to be considered as an approved equal must be submitted to the City contact listed in section “Pre-Bid Interpretation of Contract Documents”, for approval no less than ten (10) calendar days prior to the bid opening date. If the City finds said equipment, materials, or supplies to be acceptable, an addendum will be issued notifying all bidders by the close of business on Friday before the bid opening date. If there is no addendum accepting an
approved equal, bidders shall submit bids based on the original specified equipment, materials, or supplies.

1.14. HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have not been made in these Special Provisions, the Contractor shall stop work on that item, contact the Engineer and schedule his operations to work elsewhere on the site if possible. The City will be responsible for handling and removal of hazardous material or may request that the Contractor shall be available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a subcontractor who possesses a California license for hazardous substance removal and remedial actions.

Hazardous or contaminated materials may only be removed and disposed of from the project site in accordance with the following provisions:

1. All work is to be completed in accordance with the following regulations and requirements:

2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.

3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. NO payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

None of the aforementioned provisions shall be construed to relieve the Contractor from the Contractor’s responsibility for the health and safety of all persons (including employees) and from the protection of property during the performance of the work. This requirement shall be applied continuously and not be limited to normal working hours.

1.15. COORDINATION

The Contractor shall coordinate his activities in a manner that will provide the least interference
with the City’s operations, other contractors and utility companies working in the area, and agencies exercising jurisdiction over the project area or portions thereof.

1. At a minimum the Contractor shall coordinate his operations with the following:

   - **City Traffic Signal and Street Lighting Maintenance Shop**
     Contractor shall notify Xavier Covarrubias, via the Resident Engineer, a minimum of five (5) working days before any electrical work begins at 808-3719.

   - **City Water**
     Contractor shall notify Edgar Bazan, via the Engineer, a minimum of five (5) working days before any water work begins at (916) 808-1721.

   - **City Sewer and Drainage**
     Contractor shall notify Edgar Bazan, via the Engineer, a minimum of five (5) working days before any water work begins at (916) 808-1721.

   - **City Solid Waste Division**
     Contractor shall notify the Superintendent of Collection or Refuse Collection General Supervisor, at (916) 808-4952, a minimum of at least 7 calendar days prior to beginning work.

   - **City Street Division**
     Contractor shall notify the Section General Supervisor, at (916) 808-6333, a minimum of at least 7 calendar days prior to beginning work.

   - **Sacramento Regional County Sanitation District (SRSCD)**
     Contractor shall notify Robb Armstrong at (916) 876-6104, a minimum of at least 7 calendar days prior to beginning work.

   - **Sacramento Area Sewer District (SASD)**
     Contractor shall notify Dillon Miele, at (916) 876-7526, a minimum of at least 7 calendar days prior to beginning work.

   - **Underground Service Alert**
     Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.

   - **Sacramento Municipal Utility District (SMUD)**
     Contractor shall contact Michelle Zuniga, SMUD, at (916) 732-5726, at least 2 months before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured.

   - **AT&T/ Pacific Bell**
     Contractor shall contact Astrid Willard at (916) 453-6136 forty-eight hours (48) before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked.
need to be marked, before any poles need to be stood by Pacific Bell, or before any overhead line heights need to be measured.

- **Pacific Gas and Electric (PG&E)**
  Contractor shall contact David Allen, Senior Field Engineer Technician for PG&E, at (916) 386-5277, and Larry Schlaht at (916) 386-5311 at least / calendar days before start of construction.

- **Comcast**
  Contractor shall contact Jing Moua at (916) 830-6757 at least 10 working days before the start of construction.

- **Consolidated**
  Contractor shall contact Jeff Hudson at (916) 390-7937 at least 10 working days before the start of construction.

- **Regional Transit (RT)**
  At least ten (10) working days prior to any work, the Contractor shall contact the Regional Transit (RT) Dispatcher at (916) 321-2897 and notify RT that traffic restrictions will be in effect and that bus stops may be temporarily out of service.

- **Union Pacific Railroad (UPRR)**
  Contractor shall notify Trevor Taylor, Public Project Representative (for UPRR), at 916-245-2517 a minimum of fourteen (14) working days prior to any work on and/or adjacent to the property or tracks of the Railroad.

- **Luther High School**
  Contractor shall notify Jim Peterson, Principal of Luther High School, at jim-peterson@scusd.edu at least 10 working days before the start of construction.

- **Adjacent Developers**
  Contractor shall notify development adjacent to the work limits at least two (2) weeks prior to starting work. Contractor shall coordinate deliveries and access to developments with the work schedule.

The Contractor shall be responsible for any garden refuse piles, which are inadvertently placed in the street between the time of City pickup and the Contractor's work. The cost for removing garden refuse piles shall be included in the unit prices bid for the various items of the proposal.

The cost of coordination shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

**1.16. PROJECT SCHEDULING**
The Contractor shall submit to the Engineer a practicable progress schedule and a schedule of values at the pre-construction meeting and within 5 days of the Engineer's written request at any
other time. The Contractor shall furnish the schedules on a form of his choice. The progress schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which he will start the features of the work and the contemplated dates for completion of the work. The schedule of values is submitted for use in determining progress payments. The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

The Contractor shall submit, review and update a project schedule in accordance with Section 7-2 of the Standard Specifications. Subsequent to the time that submittal of a progress schedule and a schedule of values is required in accordance with these specifications, no progress payments will be made prior to the submittal of an acceptable project schedule.

1.17. PROTECTION OF EXISTING IMPROVEMENTS

The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for their accuracy.

The Contractor's attention is directed to the provisions of Chapter 3.1 "PROTECTION OF PUBLIC UTILITIES IN PUBLIC CONTRACTS" of the California Government Code concerning protecting existing overhead and underground utilities. In particular, Section 4216 and Section 4217.

Existing improvements, utilities and adjacent property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, grass, fences, mail boxes, walls and other improvements including existing pavements, sidewalks, street improvements, sprinkler systems and underground utilities and other improvements not to be removed under this contract shall be protected from damage by the Contractor throughout the construction period.

All painted or other disfiguring markings on the pavement, sidewalk or gutters shall be removed by the Contractor before acceptance of the work.

The Contractor will ensure that utility services to customers in the project are maintained.

The Contractor is responsible for the protection of and for damage to existing overhead and underground utility lines and services encountered during the course of construction. The Contractor shall notify the respective utility owner prior to any interruption of service.

The Contractor is expected to "pochole" existing underground utilities a minimum of ten (10) working days in advance at any location where an existing utility may be in conflict with the proposed work.

The cost of relocating existing overhead or underground utilities not specified on Plans to be relocated, but which the Contractor elects to relocate or cut and reconnect for his/her own convenience, shall be borne by the Contractor.

No compensation will be paid to the Contractor for the maintenance and protection of existing utilities and facilities. The cost of such work shall be included in whatever bid item the
Contractor deems appropriate.

1.18. TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE

The contractor’s attention is directed to Sections 6 and 7 of the Standard Specifications.

The contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles affected by the construction work. For emergency purposes, the responsible person in charge of the work must be reachable by phone 24 hours a day during the progress of the work. A 24-hour phone number shall be indicated on the permit application.

The contractor shall adhere to guidelines as stated in Section 12.20.030 of Title 12 of the Sacramento City Code pertaining to Traffic Control Plan – Requirements, and shall conform to the current edition of the California MUTCD. Particular attention is directed to Chapter 6D – Pedestrian and Worker Safety, Chapter 6F – Temporary Traffic Control Zone Devices, Section 6F.68 – Detectable Edging for Pedestrians, Chapter 6G – Work in the Vicinity of a Grade Crossing, and Chapter 8A – Temporary Traffic Control Zones.

At the end of each working day if a difference in excess of 0.2 foot exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the material involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a relatively smooth and even surface satisfactory for use by public traffic at all times. Skid resistance steel plates or other approved methods shall be used to cover all open excavations in the roadways and sidewalks at all times during construction.

The plans shall be developed with the following requirements:

1. Working hours on City streets shall be between 8:30 AM and 4:00 PM Monday through Friday, unless otherwise approved by the Engineer.
2. All lanes of traffic, in each direction, must be open to traffic from 7:00 A.M. to 8:30 A.M. and from 4:00 P.M. to 6:00 P.M. and during periods when work is not in progress, unless otherwise specified by the Engineer.

3. Submit a contingency plan for each of the following activities: roadway base repair, grind and overlay, and striping.

4. A maximum of one (1) lane shall be closed to traffic in any direction when work is in progress. Flaggers shall be provided.

5. The Contractor shall submit a Traffic Control Plan to the Engineer in accordance with Section 6 of the Standard Specifications.

6. All lanes shall be open during weekends, holidays, and when work is not in progress.

7. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. A pedestrian facility closure on the same side of the roadway is limited to no more than 1 block. When working on one side of the roadway, the pedestrian facility on opposite side of the roadway within the same block must be open. The requirement shall apply continuously and shall not be limited to normal working hours.

8. The Contractor shall maintain existing electrical facilities and traffic and public safety in accordance with Section 34 of the City Standard Specifications and these Special Provisions.

9. Residential driveways may only be closed after giving property owners 2 weeks notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured. The contractor shall not close driveway for longer than five (5) working days.

10. Commercial driveways shall remain open at all times. The Contractor shall schedule the commercial driveways to be poured in two phases unless more than one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners 2 weeks in advance unless otherwise specified in these Special Provisions.

11. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid-
resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours.

12. A minimum of two portable changeable message sign shall be placed in advanced of any roadway closure.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in traffic handling, public safety and convenience shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.19. USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

The Contractor may use concrete slip form machines to construct concrete curbs, gutters and sidewalks. The Contractor must maintain proposed lines and grades as shown on the plans. For curbs constructed on existing pavements, the contractor must construct the curb to eliminate any uneven lines and top of curb grade elevations. If in the sole discretion of the Engineer, these lines and grades are not maintained, the Contractor shall remove and replace the concrete at his/her costs.

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-monolithically) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

1.20. TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING

The Contractor is responsible for providing traffic control (at the request of the City survey crew) to place the Contractor’s construction stakes within vehicle travel lanes of heavy volume streets and highways. Heavy volume streets are typically major and minor collectors and arterial streets; and are not alleys, local residential, local commercial, or local industrial streets. The cost to provide traffic control for construction staking in the vehicle travel lanes shall be included in the bid items the Contractor deems appropriate.

1.21. PUBLIC NOTIFICATION

The Contractor shall notify residents and businesses within the project limits in writing five (5) working days in advance of beginning work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor’s representative that can be reached 24 hours a day, 7 days a week.

The Contractor shall be responsible for issuing a second notice to property owners five (5) working days in advance of commencing any work on private property. The Contractor shall include in the public notification flyers/postcards detailed procedures explaining precautions the homeowner can take to help prevent plugged utility service fixture problems. The Contractor shall submit to the Engineer for review and approval public notification flyers/postcards before they are issued to the public.
Full compensation for this item shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.22. REMOVAL OF ON-STREET PARKING

In Metered Parking Areas:

Seventy-two (72) hours prior to construction, the Contractor shall place signs adjacent to every third parking stall stating, "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block". Contractor shall also contact the City Parking Division prior to placing barricades.

Signs shall be placed before 1:00 PM on the day selected to allow sufficient time for City inspection.

The Contractor shall request the City Parking Division to cover each parking meter, prior to construction, with a "NO PARKING" sign and the signs previously placed adjacent to every third stall shall be mounted on a barricade and moved into the parking stall at the Contractors expense.

If the Contractor needs less than the entire block, every stall removed shall be barricaded in conjunction with the covering of parking meters.

Where parking removal is necessary, at metered parking stalls, the Contractor shall coordinate with the City Parking Division three (3) days in advance and shall be responsible for the payment of parking removal fees (City Code Section 25.122-1). It is recommended that the Contractor consult with the City Parking Division (phone 916-808-5874) prior to submission of his bid to obtain an estimate of the fees for this project. Note: Typical fees are $29 to bag the first meter and $5 each additional meter. Daily meter fees are typically $2.25 each day Monday through Saturday.

In Non-Metered Parking Areas:

Seventy-two (72) hours prior to construction (except Monday work, barricades shall be placed on the prior Thursday), the Contractor shall place signed Type II barricades stating "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block", at 50 to 60 foot intervals in the work area. The Contractor shall notify the City Parking Division (916-808-5874) prior to placing barricades. No fee is required in Non-metered zones.

"NO PARKING" signs shall be approved by the Engineer prior to their use. "NO PARKING" signs and barricades shall be supplied by the Contractor. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place.

Barricades shall be placed before 1:00 PM on the day selected to allow sufficient time for City inspection.
Failure to comply with this section will prevent the City from towing vehicles parked within the proposed work area until the provisions of this section have been met and will require rescheduling of planned work. Additionally, “NO PARKING” signs and barricades shall not be removed prior to removal/towing of vehicles in violation of posted “NO PARKING” signs.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and payment of all fees required to perform all work, as specified in these Special Provisions and as directed by the Engineer and shall be considered as included in the prices paid for the various contract items of work. No additional compensation will be allowed therefore.

1.23. EQUIPMENT LIST AND DRAWINGS SUBMITTALS

Equipment list and drawings shall be in accordance with Section 34-3 of the Standard Specifications and these Special Provisions.

Unless otherwise permitted in writing by the Engineer, the Contractor shall, within twenty (20) days following notification of award of the contract submit to the Engineer for approval a listing of equipment and material which he/she proposes to furnish and install. The list shall be complete as to name of manufacturer, size and catalog number of unit, and shall be supplemented by other data, including detailed scale drawings and wiring drawings. A minimum of five (5) copies of the above data shall be submitted to the Engineer for review and approval.

The Contractor shall submit to the Engineer a statement from each vendor supplying electrical equipment, including but not limited to, signal heads, standards, electroliers, luminaries, service pedestal and all other electrical equipment indicating that the orders for the materials required for this contract have been received and accepted by said vendor. The confirmed date of delivery to the contractor shall be indicated on the statement.

All substitutions are subject to the approval of the Engineer.

1.24. PROOF OF COMPLIANCE WITH CONTRACT

In order that the Engineer may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of plant, equipment, work, or materials, the Contractor shall at any time when requested, at the Contractor's expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

1.25. RECORD DRAWINGS

Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all facilities as-built. Drawings shall be kept current weekly, with all work instructions and Change Orders, accommodations, and construction adjustments. Drawings shall be subject to the inspection by the Engineer at all times, and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Prior to City’s acceptance of the Work, Contractor shall deliver to the Engineer one (1) set of neatly marked record drawings, accurately showing all the information required above. If the Engineer does not
approve the record drawings, Contractor shall revise and resubmit the record drawings as necessary to obtain the Engineer’s approval. If Contractor fails to comply with the requirements of this section, the City may deduct and retain the cost of preparing the record drawings from the Contract.

1.26. BACKFILLING OF VOIDS
All voids resulting from the removal of trees, pipes, maintenance holes, ditch boxes, or other buried structures or objects shown on the Plans or called in these Special Provisions to be removed, shall be backfilled per the provisions of Section 26 (Trench Backfill) of the Standard Specifications. In the event job excavated native material is unsuitable for backfill as determined by the Engineer, the Contractor shall furnish the required suitable backfill material.

The cost to backfill voids as specified in the Special Provisions shall be included in the price bid for the respective items to remove trees, pipe, maintenance holes, ditch boxes, or other buried structures or objects, and no additional compensation shall be allowed.

1.27. PAVEMENT CUTTING AND RESTORATION
Pavement cutting and restoration shall conform to the provisions of Section 13-4 of the Standard Specifications and these Special Provisions.

No pavement cutting shall precede pavement excavation by more than seven (7) calendar days unless approved by the Engineer. Prior to excavation in paved areas, pavement will be broken within the limits of expected excavation so as to prevent lifting of the pavement during excavation. Prior to restoration, the pavement shall be sawed or scored with an abrasive type pavement cutter (maximum blade width 1/4”). The proper tools and equipment shall be used so that the pavement will be cut to a neat and straight line six inches (6”) beyond the limits of actual excavation.

Where pavement cutting takes place more than five (5) calendar days before trench excavation, the Contractor shall fill the pavement cuts with asphaltic patching mix and maintain a smooth riding surface until trenching begins.

Where the limits of excavation are located within twelve (12”) of the edge of existing pavement or lip of the curb and/or gutter, the existing pavement within this twelve inches (12”) shall also be removed.

Full compensation for furnishing all labor, materials, tools, equipment and incidental and for all work involved in this item shall be considered as included in the unit price bid for roadway excavation and removing and replacing asphaltic concrete pavement.

1.28. PROTECTION OF TREES
During construction the Contractor shall protect existing trees. All work near the trees shall be coordinated by the Contractor with the City Arborist, at urbanforestry@cityofsacramento.org.
The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection:

No storage of materials or parking of vehicles may occur within the drip lines of the trees, except on paved streets.

If, during construction, tree roots two inches (2") in diameter or greater are encountered, work shall stop immediately and the City Arborist shall be contacted for a root inspection, and roots shall not be cut without arborist approval. Roots approved by the arborist to be pruned during the course of project construction shall be cleanly cut. If extensive root pruning is proposed an arborist inspection will determine if tree removal is necessary.

If construction activities will affect any of the limbs of the trees, a certified arborist (certified by International Society of Arboriculture, Western Chapter) shall be consulted prior to the cutting or removal of any limb. Limbs approved by the arborist to be pruned during the course of project construction shall be cleanly cut.

The Contractor shall be responsible for damages to trees. Trees damaged by the Contractor during construction activities shall be assessed by the City Arborist using the International Society of Arborists (ISA) appraisal guide or UFS standard diameter and area indexing. The Contractor's responsibility for damaged trees will be determined by the Arborist.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

**1.29. TREE TRIMMING**

Trees identified by the Engineer to be trimmed shall be trimmed in accordance with the following specifications and as directed by the Engineer or project Arborist in conjunction with the City Arborist:

*General Conditions - This work is to be performed by a Tree Service Contractor, licensed and bonded to do business in the City of Sacramento. The work to be done will consist not only of this trimming and removal of branches and limbs but also disposal of material trimmed from these trees. Disposal of material will not be allowed at the City Dump.*

Contractor shall be aware of and shall comply with all ordinances governing and related to tree trimming work. Contractor shall furnish all labor, materials and equipment as required in performing the work described herein in strict accordance with these specifications and subject to the terms and conditions of this contract.
Description of Work - The work shall be done primarily from truck mounted aerial platforms except where trees are inaccessible to trucks. All hand and power tools in the performance of this work shall be subject to inspection and approval of the Manager of the Urban Forest Services division or his designated representative who shall serve as the inspector for the City.

In general, the standard tree trimming equipment shall be used and shall be maintained in a satisfactory condition at all times. All tools shall be clean, sharp, in proper working order and shall be checked for safety before each job.

Inspection/Permit - The Contractor shall notify the Engineer prior to 8:00 a.m. on each day Contractor will be trimming trees.

The Contractor shall notify, 3 working days prior to tree trimming, the City Arborist, at urbanforestry@cityof sacramento.org and obtain, for this project, a permit for tree trimming within the City.

Special Conditions - All licenses, insurance, etc., necessary to assume the legal responsibility for said work shall be acquired by the Contractor to cover the liabilities which might be caused by said work.

All workmen shall comply with State Compensation Safety Rules and must wear safety equipment at all times while on the job. Adequate warning devices, barricades, guards, cones, etc., shall be placed and necessary precautions shall be taken by the Contractor to provide protection for the workers, pedestrians and vehicular traffic in the area. Work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with or annoyance to others. It shall be the responsibility of the Contractor to work out any cooperative work schedules as necessary.

All tree work requiring climbing of trees shall be suspended during inclement weather. No trimmings or debris shall be left overnight on any of the work sites. Upon completion of a specific area, the site shall be left in a clean and orderly condition. It shall be the responsibility of the Contractor to repair any damages to adjacent property including shrubs, trees or other growth as well as structures along the route.

To prevent the spread of Dutch elm disease, tree trimming tools shall be sprayed with Lysol before any tree trimming and after each tree has been trimmed.

Personnel - All work shall be done by qualified and trained persons. They shall be familiar with tree climbing and trimming work in general and trained to work in trees of any size. A qualified foreman shall be provided to oversee and direct the work of each crew.

Correct Cuts - All work shall be done in a professional and workmanlike manner. All cuts shall be made in accordance with the following sections in these Special Provisions, and as directed by the Engineer. Trees shall be trimmed at locations where there are tree conflicts and as directed by the Engineer or project Arborist in conjunction with the City Arborist.
Tree trimming shall include the removal of any limbs or brush from limbs in order to achieve a clear space of at least six foot (6') radial distance from each luminaire. The results of the tree trimming shall produce an unobstructed cone of light that will illuminate a semicircle on the street at street level. The semicircle shall have a radius of forty feet (40') minimum on the street from the electrolier base. The unobstructed cone of light shall also illuminate an area at sidewalk level on the house side of the electrolier. This illuminated area shall extend fifteen feet (15') minimum from the base of the electrolier.

Twigs, small limbs and sucker growth shall be removed with hand pruners, pole pruners or a fine toothed saw. All portions of a tree removed in the pruning operations, whether small or large in diameter, shall be made just outside the branch bark ridge, parallel to and immediately adjacent to the tree limb from which the part is removed.

Any dead wood and broken limbs encountered in the pruning operations shall be removed. Dead wood shall be defined as any portion of the tree having no living foliage, no live buds or no apparent life in the cambium layer. Final cuts on dead limbs shall not cut into the branch bark ridge or branch collar of the parent limb. Dead limbs larger than three-fourths of one inch (3/4") in diameter shall be removed by sawing. Broken limbs shall be removed except where branches have split and one portion of the branch can be saved by pruning to reduce lateral end weight.

Shrubs shall be pruned as directed by the Engineer and shall conform to current ISA specifications.

The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

1.30. STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED

If artifacts or stone, bone, or shell are uncovered during construction activities, the Contractor shall stop work within 100 feet of the find and notify the City, who will consult with a qualified archaeologist for an on-the-spot evaluation. Additional mitigation of the archaeological site will be the responsibility of the City. If bone is found and it appears to be human, the City will notify the Sacramento County coroner and the Native American Heritage Commission (916-322-7791).

1.31. HEALTH AND SAFETY

The Contractor is warned that existing sewers and appurtenances have been exposed to sewage and industrial wastes. These facilities shall therefore be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, wastewater, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor’s responsibility to urge his personnel to observe a strict regime of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the danger of solvents, gasoline, and other hazardous material in the existing sewers, these areas shall be considered hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall be aware of these dangers and shall take the necessary measures to assure his personnel observe proper safety precautions when working in these areas.
The Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands or waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in the opinion of the Engineer, the Contractor fails to adequately follow the above guidelines, he will make arrangements to have the work done by others, and have the cost charged to the Contractor.

1.32. PERMITS AND STAGING AREA

If the Contractor decides he/she needs additional working easement areas, work sites or material sites to facilitate his operation, it shall be his sole responsibility to locate, negotiate, obtain and pay for such additional working easements, work sites and material sites.

The Contractor shall submit to the Engineer written authorization from the property owner of private property being used for the storage of equipment or materials. A copy of any written agreements entered into between the Contractor and the property owner concerning encroachment onto private property shall be provided to the Engineer prior to beginning any work on the property.

Prior to work within the City-owned property, a right of entry must be obtained through the City of Sacramento Real Estate division. Contact Lindsey Ekins (916) 808-5072, LEkins@cityofsacramento.org, and submit a written application for right of entry a minimum of 3 weeks prior to required entry.

An application for the right of entry must detail the full legal name of the company, the company’s main point-of-contact, the name of the person(s) responsible for signing the right of entry including his or her title, dates and durations of requested entry, activities requiring entry, proposed work hours, a description of any materials and equipment to be stockpiled and areas where stockpiles will be kept depicted on a detailed aerial exhibit, fueling or maintenance operations planned, and any other potentially hazardous materials that may be located on site, as well as any other pertinent information related to the project that should be disclosed.

All areas lying outside of the street right-of-way which are affected by the work shall be restored to the same, or better condition existing prior to the commencement of the work, to the satisfaction of the Engineer.

The cost of necessary permits, all restoration, including but not limited to landscaping improvements, shall be included in the various items of work the Contractor deems appropriate, and no separate or additional compensation shall be made.

1.33. WATER POLLUTION CONTROL

Discharges of storm water from the project must comply with NPDES General Permit for "Storm Water Discharges Associated with Construction and Land Disturbance Activities" (Order No. 2009-0009-DWQ, NPDES No. CAS0000002) hereinafter called the "Permit."
Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, or municipal separate storm sewer systems including work items shown in the Bid Item List for:

1. Prepare Storm Water Pollution Prevention Plan. SWPPP preparation includes obtaining SWPPP approval, amending the SWPPP, preparing a CSMP and a SAP, and monitoring and inspecting WPC practices at the job site.
3. Storm Water Sampling and Analysis Day. Storm Water Sampling and Analysis Day includes reporting of storm water quality per qualifying rain event. If specified for the risk level, the work includes preparation, collection, analysis, and reporting of storm water samples for turbidity, pH, and other constituents.
4. Rain Event Action Plan. If specified for the project risk level, REAP preparation includes preparing and submitting REAP forms and monitoring weather forecasts.

Do not start work until:

1. SWPPP is approved.
2. WDID is issued.
3. SWPPP review requirements have been fulfilled. If the RWQCD requires time for SWPPP review, allow 30 days for the RWQCB to review the SWPPP as specified under "Submittals" of these special provisions.

This project is Risk Level 2.

1.34. EROSION AND SEDIMENT CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications. Payment for erosion and sediment control costs shall be considered included in Item 3, “Prepare Storm Water Pollution Prevention Plan”, and no additional compensation will be allowed, therefore.

1.35. CLEANING UP

Section 4-2 of the Standard Specifications is amended to read as follows:

The Contractor shall not allow the site of the work to become littered with trash, debris, garbage, or waste material, but shall maintain the site in a neat, orderly, and healthful condition until completion and acceptance of the work. When work is being performed on a particular street, the contractor shall clean up the site no later than one week after raising utility covers. Before final inspection of the work, the Contractor shall clean the work site and all ground occupied by him in connection with the work of all rubbish, excess materials, false work, temporary structures, construction markings (by the Contractor or for his benefit) and equipment. All parts of the work shall be left in a neat and presentable condition. Full compensation for cleaning up is included in the prices paid for the various contract items of work, and no separate or additional payment shall be made for cleaning up.
Contractor shall be responsible for removing all yard waste and debris affecting the work at his expense. Yard waste shall not be relocated to planter strips, pedestrian areas, or other areas not approved by the Engineer. Garbage cans that are temporarily removed from the street shall be placed back in their original position at the end of the workday.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in cleaning up shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed, therefore.

1.36. UPRR WIRELINE AGREEMENT

The contractor must submit an Installation Plan that describes the anticipated rig capacity, the proposed equipment and the method for advancing the borehole through expected soil conditions, angles, depth and exact location of the exit ditch, the pilot hole diameter, the proposed reaming plan, including the number and diameter of pre-reams/back-reams and diameter of the final reamed borehole, and the contingency equipment and plans for dealing with soil conditions that a soil engineer could reasonably expect to be encountered at the proposed HDD installation site. The Installation Plan will also address the anticipated hours of operation during the HDD borehole drilling and installation process, the minimum number of personnel, and their responsibilities on-duty and on-site during all HDD drilling operations.

The contractor must provide a detailed Fracture Mitigation (frac-out) Plan including method of monitoring and capturing the return of drilling fluids with particular attention to prevention of inadvertent escape of drilling fluids where they could undermine the Railroad tracks.

Establish a Survey Grid Line and provide a program of monitoring and documenting the actual location of the borehole during drilling operations.

A railroad observer is required to monitor the ground, ballast, and track for movement during the drilling, reaming, and pullback processes. All work within the Railroad right-of-way must be coordinated with the Railroad flagger. The installation process and all train movement must be immediately stopped if movement is detected. The damaged area must be immediately reported to the Railroad and immediately repaired subject to Railroad review and approval. The installation process must be reviewed and modified as required before the installation may proceed.

Upon completion of the HDD installation work, the contractor shall provide an accurate as-built drawing of the installed HDD segment. As-built drawings will include both horizontal and profile plans.

1.37. UNSHELTERED ENCAMPMENTS

In the event that unsheltered encampments are located within the project area and conflict with the construction work of this project the contractor shall notify the Engineer, in writing, of the conflict between the proposed work and existing encampment. Written notification must be received four (4) weeks prior to any planned improvements in the area. Written notification must clearly describe the area of the identified conflict, the specific contractor operations in conflict, and the date on which the contractor plans to begin work in the area.

If encampments remain after the above notifications and postings, the contractor shall notify
the engineer three (3) days prior to construction activities in the encampment area so the City can coordinate with City impact team for encampment removal.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in coordinating around unsheltered encampments shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed, therefore.

2. ITEMS OF THE BID PROPOSAL

ITEM NO. 1 - LEAD COMPLIANCE PLAN
Lead Compliance Plan shall conform to the provisions in Section 7, Legal Relations and Responsibility to the Public, of the State Standard Specifications, and these Special Provisions.

Payment shall be lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in developing a Lead Compliance Plan.

Compensation for any required fees or costs, and adherence to all specified requirements is considered as included in the lump sum price bid for Lead Compliance Plan and no additional compensation will be allowed therefore.

ITEM NO. 2 - TRAFFIC CONTROL SYSTEM
Traffic Control System must be in accordance with Section 12, Temporary Traffic Control, of the State Standard Specifications, and these Special Provisions. Contractor's attention is directed to Section 9.16 Traffic Handling, Public Safety and Convenience of these Special Provisions.

Contractor shall include construction area signs in accordance with Section 12-3.11, Construction Area Signs, of the State Standard Specifications. This will include installing funding signs, C47C (CA) (96” x 60”) one per direction of travel per street.

The Contractor shall provide flaggers at any intersection at all times that only one lane of traffic is open. Use trained and qualified flaggers. Flaggers must meet the qualifications per MUTCD. The Contractor shall open all lanes of traffic at the end of each working day using AC cold patches and steel plates as necessary or as directed by the engineer.

The Contractor shall be responsible for supplying and placing all proper closure and detour signs, barricades, flagmen, cones, portable changeable message signs, and other warning devices necessary to ensure a smooth operation with as little inconvenience as possible to the traveling public prior to the work each day. This includes sidewalks, bike lanes, bike paths, and vehicle travel lanes.

The Contractor shall submit a Traffic Control Plan for all phases of construction together with a diagram indicating the layout for traffic control. This plan shall be subject to the approval of the Engineer prior to the beginning of construction work, at a pre-construction meeting.

The Contractor shall be totally responsible for traffic and failure or refusal to construct and maintain detours and controls at the proper time shall be sufficient cause for closing down the
work until such detours and controls are in satisfactory condition for safe use by the public. Traffic control plan shall include a truck access plan which will provide for truck access to and from the job site. The truck access plan shall provide a route for efficient work flow for grinding and paving operations at the job site.

Payment shall be at the lump sum price and shall include full compensation for furnishing all labor, flaggers, materials, tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the Traffic Control System, except for traffic control items under a separate bid item, as shown on the plans and as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 3 - PREPARE STORM WATER POLLUTION PREVENTION PLAN
Prepare Storm Water Pollution Prevention Plan shall conform to Section 16 of the City Standard Specifications and these Special Provisions.
This project falls under requirements of Risk Level 2.
The Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.06, "Suspensions," of the State Standard Specifications.
Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals for doing all the work involved in developing and implementing a SWPPP, including fees, renewal costs, providing a WPC manager, storm water sampling and analysis days, Final Closeout Report, Rain Event Action Plan (REAP), and Storm Water Annual Reports, conducting water pollution control training, and monitoring, inspecting and correcting water pollution control practices, plan as specified in these Special Provisions and as directed by the Engineer.
Compensation for any required fees or costs, and adherence to all specified requirements is considered as included in the lump sum price bid for Prepare Storm Water Pollution Prevention Plan and no additional compensation will be allowed therefor.

ITEM NO. 4 - REMOVE TREE
Removal of trees as shown on the plans shall conform to Section 12 of the Standard Specifications and these Special Provisions and as directed by the Engineer.
Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with removing trees as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 5 - REMOVE SD PIPE
The Contractor shall Remove Pipe in accordance with Section 13 of the City Standard Specifications as shown on plans, and as directed by the Engineer.
Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in removing storm drain pipe as shown on the plans, as specified in the City Standard Specifications and these Special Provisions and as directed by the Engineer.

**ITEM NO. 6 - REMOVE DROP INLET**

The Contractor shall remove drainage inlets in accordance with Section 13 of the City Standard Specifications and these Special Provisions as shown on the plans, and as directed by the Engineer.

All drain inlet pipe abandoned in place shall be plugged at both ends with Portland cement concrete (PCC). Concrete plugs installed in the ends of abandoned sewer or storm drain lines shall be Class “C” or “D” concrete that extends at least two feet (2') into the pipe from the exposed end.

Backfilling shall be in accordance with the methods set forth in the Section 14 of the City Standard Specifications. The relative compaction shall be at least ninety percent (90%), unless otherwise indicated.

Concrete removed shall be disposed of outside the right of way in accordance with the provisions in Section 15 of the State Standard Specifications.

The existing grates shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: Jeff Heard, Drainage Superintendent (916) 433-6223.

Payment shall be at the unit price bid for each Remove Inlet and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in removing inlet and salvaging grates, including backfilling, as shown on the plans, as specified in the City Standard Specifications and these Special Provisions and as directed by the Engineer.

**ITEM NO. 7 - MODIFY MANHOLE**

The contractor shall Modify Manholes in accordance with Section 25 and 29 of the City Standard Specifications and these Special Provisions as shown on the plans, and as directed by the Engineer.

Payment shall be at the shall be at the unit price bid for each Modify Manhole and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in modifying manholes as shown on the plans, as specified in the City Standard Specifications and these Special Provisions and as directed by the Engineer.

**ITEM NO. 8 - REMOVE CONCRETE CURB**

The contractor shall Remove Concrete Curb and adjacent median textured paving in accordance with Section 13 of the City Standard Specifications and these Special Provisions as shown on the plans, and as directed by the Engineer.

Payment shall be at the unit price bid per lineal foot to be removed and shall include full
compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in removing concrete curb and median textured paving as shown on the plans, as specified in the City Standard Specifications and these Special Provisions, and as directed by the Engineer.

ITEM NO. 9 - ROADWAY EXCAVATION

Roadway Excavation shall conform to Section 14 of the City Standard Specifications and these Special Provisions.

Excavation shall include sawcutting and removal of all asphalt concrete (AC), aggregate base (AB), Portland Cement Concrete (PCC), native material and soil to allow construction of improvements to the lines and grades shown on the Plans. This item shall include grading behind the proposed sidewalk necessary to match the existing grades and improvements.

All existing asphalt pavements to be removed shall be full depth saw-cut at the limits of removal as shown on the Plans and in accordance with Section 13 of the Standard Specifications.

Excess excavated material shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer. When any material is to be disposed of outside the right-of-way, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

The Contractor shall exercise extreme care to avoid damaging the curb and gutter lips, sidewalks, and planting areas during excavation operations. Gutter lips damaged by the Contractor which are spalled in excess of one inch (1") deep by five inches (5") long will be repaired at the Engineer's direction. The cost of repairs to damaged curb and gutter shall be considered as included in this item, and no separate payment shall be made therefore.

Payment shall be based on final pay quantity per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with Roadway Excavation and grading as shown on the plans, as specified in the City Standard Specifications and in these Special Provisions and as directed by the Engineer.

ITEM NO. 10 - CLASS 2 AGGREGATE BASE

Class 2 Aggregate Base shall be placed as shown on the plans and conform to Sections 10 and 17 of the City Standard Specifications and these Special Provisions.

This item shall include placing Class 2 Aggregate Base under the proposed curb ramps, curb & gutters, and sidewalks.

Payment shall be at the unit price bid per cubic yard delivered and placed and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing Class 2 Aggregate Base as shown on the plans, as specified in the City Standard Specifications, these Special Provisions and as directed by the Engineer.

ITEM NO. 11 - PAVEMENT FABRIC

PART 1 GENERAL
Pavement Fabric shall consist of Tensar GlasGrid® 8511TF HMA reinforcement system or an approved equal.

SYSTEM DESCRIPTION
Provide Fiberglass Grid HMA reinforcement system with integrated polymer tack film installed between asphalt layers in a pavement structure to distribute the load, reinforce the pavement and reduce cracking distresses.

SUBMITTALS
Submittals of “Shop and Setting Drawings”, “Working Drawings”, “Catalogue Data” and “Certifications” for review shall be submitted in accordance with appropriate sections of these Special Provisions. Submittals and Certifications required are as follows:
Catalog data and recent certification, performed at most 1 year prior to the submittal, showing that the asphalt reinforcement grid and tack coat meets the specified requirements.

No sample of the tack coat is required.

Manufacturer’s installation instructions and general recommendations.
Product Data: Manufacturer’s data sheets on each product to be used, including:
Preparation instructions and recommendations.
Storage and handling requirements and recommendations.
Samples: Enough material should be supplied to prepare two samples of each type of fiberglass HMA reinforcing grid specified. Each sample shall be 305 mm by 203 mm (12” by 8”) and include a minimum of 5 ribs.
Certification: Shall provide minimum average roll values, provide annual letter of compliance from accredited third-party testing facility, and tests used to determine those properties.

Additional information as requested by the Engineer to fully evaluate the product.

QUALITY ASSURANCE
Manufacturer Qualifications:
Manufacturer with documented evidence of an established quality control program to assure products with consistent compliance with the requirements of this specification.
Annual conformance testing performed by an accredited third-party testing facility.

Installer Qualifications:
Firm with documented experience in the installation of fiberglass HMA reinforcement grid systems with integrated tack film, with at least two projects of similar construction and scope. Include brief description of each project by name, and phone number of owner’s representative knowledgeable in each listed project.

Pre-Construction Meeting:
Prior to construction of HMA reinforcing reinforcement system, conduct a meeting at the site with the materials supplier, the installer, and the Contractor to review the preparation and
installation requirements.

Notify the Owner and the Engineer at least 3 days in advance of the time of the meeting.

DELIVERY, STORAGE, AND HANDLING
Store products in manufacturer’s unopened packaging until ready for installation.

Store in a dry, covered location that is free of dust, dirt, and moisture. Prevent excessive mud, fluid concrete, asphalt, or other deleterious materials from coming in contact with HMA reinforcing grid materials.

Store at temperatures above minus 29°C (minus 20°F) and below 75°C (167°F) and maximum relative humidity of 85%.

PROJECT CONDITIONS
Do not place grid reinforcement when the asphalt surface is wet, or contaminated with oil, soil or excessive dust.

Do not place asphalt during wet or freezing weather that prevents conformance with specified requirements.

Do not install asphalt on the grid reinforcement when the underlying asphalt surface is cooler than 10°C (50°F), warmer than 60°C (140°F), or in the case of new asphalt, prior to the asphalt cooling to 43°C (110°F) at least once previously.

PART 2 PRODUCTS

MANUFACTURERS
Substitutions submitted no later than 10 days prior to bid will be considered.

MATERIALS
The HIMA reinforcement grid shall consist of a high strength, fiberglass grid custom knitted and coated with a high temperature non-asphaltic elastomeric polymer and self-adhesive glue. The grid is combined with a multilayer tack film designed to enhance the bond between layers of hot mix asphalt and replace conventional tack coats such as GlasGrid 8511TF or a product proven to be equal and that is verified to meet all physical properties in the following table, PLUS all the additional performance requirements. Any alternative product must be submitted 10 days prior to bid opening and acceptable to the engineer for the project.

In addition, the HMA reinforcement grid shall have and adhere to the following Minimum Average Roll Values (MARV) for material properties and should adhere to the strength properties in Table 1 and the performance requirements of Table 2.

PART 3 The reinforcing paving mat to be an elastomer polymer pre-coated, HMA reinforcement with continuous strand 572 Lbs. (50 kN) high strength fiberglass/polyester scrim Paving Mat, such as GlasGrid TF 8511 TF or equal meeting the following physical...
properties table plus all the additional “In-asphalt” performance requirements. Fiberglass Polyester Paving Mat submitted as “or equals” shall demonstrate that the product — as installed - meets all requirements in the properties table and shall be submitted a minimum of 10 days prior to bid opening. Material must be certified manufactured in the USA.

**PART 4**

**Table 1 Material and Strength Properties**

<table>
<thead>
<tr>
<th>PRODUCT PROPERTIES</th>
<th>METHOD</th>
<th>UNITS</th>
<th>Type 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aperture Size (Center to Center)</td>
<td></td>
<td>mm (inch)</td>
<td>25 x 25 (1.0 x 1.0)</td>
</tr>
<tr>
<td>Percent Open Area</td>
<td>CW-02215 MOD.¹</td>
<td>%</td>
<td>Greater than or equal to 50</td>
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<tr>
<td>Fiberglass Coating</td>
<td>Elastomeric Polymer</td>
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<td></td>
</tr>
<tr>
<td>Polymer Tack Film</td>
<td>Integrated on Grid</td>
<td>%</td>
<td>100</td>
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<tr>
<td>Mass / Unit Area</td>
<td>ASTM D5261</td>
<td>g/m² (oz/yd²)</td>
<td>432 (12.7)</td>
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<tr>
<td>Roll Width</td>
<td>III (ft.)</td>
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<td>(4.9)</td>
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<tr>
<td>Fiberglass Coating Softening Point</td>
<td>ASTM D36</td>
<td>°C (°F)</td>
<td>Greater than 232 (450)</td>
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<tr>
<td>Tensile Strength (MD x CD)</td>
<td>ASTM D6637</td>
<td>kN/m (lb/in)</td>
<td>100 x 100 (571 x 571)</td>
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<td>Tensile Strength @2%</td>
<td>ASTM D6637</td>
<td>kN/m (lb/in)</td>
<td>80 x 80 (456 x 456)</td>
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<tr>
<td>Elongation at Break</td>
<td>ASTM D6637</td>
<td>(%)</td>
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¹ Army Corp of Engineers test method correlated to light emitted through fabric.

**Table 2 Product Performance Requirements**

<table>
<thead>
<tr>
<th>PERFORMANCE REQUIREMENTS</th>
<th>TEST DESCRIPTION</th>
<th>TEST METHOD</th>
<th>METHOD OF MEASURE</th>
<th>PERFORMANCE</th>
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<tr>
<td>Performance Requirements</td>
<td>Coating Softening Temperature vs. HMA Asphalt Binder Compaction Temperature</td>
<td>Temperature Comparison</td>
<td>Job Mix Formula Compaction Temperature Requirement</td>
<td>Coating Softening Point &gt; HMA Compaction Temperature</td>
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<tr>
<td>Field Millability and Recyclability Validation</td>
<td>Field Milling of Asphalt with GlasGrid</td>
<td>References or Reports</td>
<td>Documented Experience</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>----------------------------------------</td>
<td>-----------------------</td>
<td>----------------------</td>
<td></td>
</tr>
<tr>
<td>Asphalt: Grid composite stiffness for durability of composite layers over life of pavement during individual and long term deformation</td>
<td>3Pt Beam Test at 70°F, Grid with polymer tack at mid depth relative to a control with polymer tack film – cyclic stress controlled Haversquare loading</td>
<td>Minimum Improvement Factor vs. Control</td>
<td>&gt; 5x</td>
<td></td>
</tr>
<tr>
<td>Fatigue and Reflective Cracking</td>
<td>MMLS3 Scaled APT Testing vs. Control</td>
<td>Fatigue and Reflective Cracking Testing</td>
<td>&gt; 3x</td>
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<tr>
<td>Full Scale Plate Load Testing</td>
<td>Plate Load Testing vs. Control</td>
<td>Pavement Composite Modulus</td>
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\[1\] APT – Accelerated Pavement Testing

**PART 5 EXECUTION**

**PREPARATION**

Do not place HMA reinforcing system until existing pavement condition has been evaluated and all repairs have been completed.

Seal cracks greater than 6 mm (1/4”) with an acceptable crack filler. Repair wider cracks using a method that provides a level surface. All holes shall be filled with hot asphalt and compacted level with adjacent surfaces.

Surfaces shall be mechanically cleaned by sweeping and vacuuming and be free of oil, vegetation, sand, dirt, water, gravel, and other contaminants prior to placement of HMA reinforcing grid.

If subgrade preparation is the responsibility of others, notify Engineer of unsatisfactory preparation. Do not begin work until unsatisfactory conditions have been rectified. Cracks shall be marked and recorded prior to and after the true and leveling course. Identifying and preserving the crack location will ensure that the grid is properly centered on each crack when full grid coverage of the site is not specified.

**INSTALLATION**

Storage of Material:
Prior to use, store reinforcement grid rolls in unopened packaging vertically (on end) under dry, covered conditions free from dust, dirt, and moisture to prevent roll distortion and contamination.

Store the product at temperatures above minus 29°C (-20°F) with a relative humidity of less...
than 85%.

Install HMA reinforcing grid system in accordance with manufacturer’s installation guidelines.

Leveling Course:
Leveling course shall be a minimum thickness to achieve a smooth surface to achieve adhesion with the pressure sensitive self-adhesive on the product. It shall have a surface temperature warmer than 10°C (50°F), cooler than 60°C (140°F) and will have cooled to 43°C (110°F) at least once previously.

Crack areas showing excessive surface irregularities shall be leveled prior to placement. Slab joint showing upward tenting shall be saw-cut to relieve pressure prior to leveling.

HMA Reinforcement Grid Placement:
Surface temperature shall be between 10°C (50°F) and 60°C (140°F) prior to placing the grid reinforcement.

The placement surface must be dry. Since moisture affects the adhesion of the grid to the pavement surface, grid placement should not be undertaken if rain is likely to fall prior to covering the grid with an asphalt mat overlay. Grid that is placed and will not adhere due to moisture shall be removed and replaced at the Contractor’s expense.

HMA reinforcement grid shall be laid out by mechanical means or by hand using sufficient pressure to eliminate ripples. Remove any ripples by pulling the grid tight. Cutting of the grid may be done on tight radii to prevent ripples.

Lap transverse joints in the direction of the paving 76 mm to 152 mm (3-6’’); longitudinal joints shall be overlapped 25 mm to 50 mm (1-2’’) or as recommended by the manufacturer, whichever is greater.

After placement, activate self adhesive glue by rolling with a rubber coated drum roller or a pneumatic tire roller until proper adherence occurs. In no instance shall steel-wheeled or vibratory rollers be used. Rolling shall continue until the adhesive is activated and the grid is bonded to the truing and leveling course. Generally, this can be accomplished in one or two roller passes. During rolling operations, roller tires shall be kept clean to the satisfaction of the Engineer. Reinforcement shall be laid and rolled over ironworks (i.e., manhole covers, drainage grates, etc.). Once the grid has been rolled, these portions of the mats covering the ironworks shall be removed by cutting the reinforcement grid with a utility knife or other similar tool.

Construction and emergency vehicles will be allowed to run on the reinforcement grid after rolling. However, any damaged or de-bonded sections of the grid resulting from these vehicles, as determined by the Engineer, shall be immediately replaced with new grid sections, taking care to place the adhesive backing down and to overlap the grid already in place. As before, replacement sections shall be rolled in accordance with manufacturer’s
recommendations. Grid shall be rolled until the adhesive is activated and the replacement grid section is bonded to the trueing and leveling course. Any dirt, dust or other contaminants deposited on the grid-covered trueing and leveling course by the construction equipment, maintenance vehicles, or emergency vehicles shall be removed by mechanical sweeping or vacuuming the surface. No additional payment will be made to replace sections of grids damaged by construction equipment, maintenance vehicles, or emergency traffic. No payment will be made to sweep or vacuum the surface, or to remove contaminates deposited by such traffic.

Protect the asphalt reinforcing grid until placement of the finished asphalt topping. Repair damaged sections prior to placement of finished asphalt topping.

Asphalt Placement
Place the asphaltic overlay course the same day the HMA reinforcing grid is placed.

Overlay course shall be a minimum compacted thickness of 40 mm (1-1/2”)

In order to activate the tack film, the surface temperature must be 21°C (70°F) and the asphalt mix being placed over the HMA reinforcing grid must be placed at a minimum temperature of 140°C (285°F).

When a tack coat is specified, the approved tack coat should be used beneath the HMA reinforcing grid system.

TACK COAT APPLICATION (if required due to heavily oxidized leveling course)

Application of tack may be carried out prior to the placement of the HMA reinforcing grid at the discretion of the Engineer and the Contractor. Logistics site conditions and / or environmental parameters may influence the decision. Discussions with the manufacturer may provide additional insight into this decision.

The HMA reinforcing grid has a self adhesive backing, so the tack coat is not required for the installation. However, if a tack is specified for other reasons, such as the surface is dirty or oxidized, the tack must (in the case of an emulsion tack) be allowed to break and cure before the HMA reinforcing grid is placed. Breaking is defined as the point at which the brown-colored tack turns black. Curing occurs when the residual asphalt cement contains no solvents (water or any volatiles). After the HMA reinforcing grid has been installed on the broken and cured tack coat, the adhesion test should be done prior to placing any asphalt and prior to asphalt trucks running on the HMA reinforcing grid on tacked surface.

FIELD QUALITY CONTROL

Testing and Inspection shall be provided by an independent laboratory provided by the Contractor and acceptable to the Engineer. Notify the Engineer 72 hours in advance of testing.

Perform adhesion tests in accordance with the following:
Place a 1 m² (1 sq. yd.) of HMA reinforcing grid on a properly prepared leveling course. Activate self-adhesive glue by rolling with a rubber-tired roller or by applying adequate pressure to fully activate the pressure-sensitive adhesive.

Use a calibrated spring balance by inserting the hook of the balance under the center of the grid and pulling upward until the grid starts to pull away from the surface.

A 9 kg (20 pound) pull is required without pulling the grid free or creating ripples in the grid. Consult grid manufacturer if grid does not meet this pull rating and do not place asphalt topping until an acceptable adhesion is achieved.

**Frequency of Tests:**
- **Adhesion Test:** Provide a minimum of one test per 300 m² (3,000 sq. ft.) of surface area.

**MANUFACTURER’S FIELD SERVICES**
A manufacturer’s representative shall be present on site for the initial start of the installation of the HMA reinforcing grid.

**PROTECTION**
- Protect installed product until completion of project.
- Repair or replace damaged products before Substantial Completion.

**Payment** shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in pavement fabric as specified in the City Standard Specifications, these Special Provisions and as directed by the Engineer.

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**ITEM NO. 12 - COLD PLANE HMA**

Cold Plane HMA shall be done in an approved manner as shown on the plans, as specified in these Special Provisions and in conformance with the requirements of Section 22 of the City Standard Specifications. Rubber-tired grinding machines will only be allowed with the Engineers permission and with the understanding that any damage done by the grinding machine to the existing asphalt pavement be repaired by the Contractor at his expense.

Contractor shall provide temporary lane delineation, including centerline (yellow) and/or lane lines (white), between the time of grinding operations and roadway paving. Temporary lane delineation shall consist of pavement markers, painted stripes or other means approved by the Engineer.

**Payment** shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in pavement planing as specified in the City Standard Specifications, these Special Provisions and as directed by the Engineer.
ITEM NO. 13 - HOT MIX ASPHALT (TYPE A)

ITEM NO. 14 - HOT MIX ASPHALT (BASE REPAIR)

Hot Mix Asphalt (HMA) and Hot Mixed Asphalt (Base Repair) shall be Type A, 3/4” maximum aggregate (coarse) and shall be mixed with Asphalt Oil PG 70-10 for high volume streets. HMA Type A shall be placed as shown on the Plans, as specified in these Special Provisions, in conformance with the requirements of Sections 10 and 22 of the City Standard Specifications and as directed by Engineer.

Excavation of the existing roadway shall be included in this item including saw cutting, grinding and removal of all native material and soil to allow construction of improvements to the lines and grades shown on the plans. This item shall include all grading including behind the proposed sidewalk necessary to match the existing grades and improvements.

Excess excavated material shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer. When any material is to be disposed of outside the right-of-way, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

Payment shall be at the unit price bid per ton based on the weight tickets and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing asphalt concrete pavement as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 15 - MEDIAN TEXTURED PAVING

This item shall include the median textured pavement treatment as shown on the plans. Contractor shall submit a color sample and stamping pattern per the specifications to the Engineer for review and approval prior to placement. Median Textured Paving shall consist of 4” Textured Concrete and Two-Sack Slurry in open graded areas. Paving work shall include deep tool joints (1” min deep) at 12’ on center maximum. Expansion joints shall be placed adjacent to all vertical surfaces.

Excavation of the existing soil as necessary to construct new shall be included in this item including saw cutting and removal of all native material and soil to allow construction of improvements to the lines and grades shown on the plans.

MATERIALS:

Provide and install all textured paving Color Hardener and release agents. Color Hardener shall be regular grade and Release Agent shall be a dry powdered, colored agent used to facilitate release of the imprinting tools from concrete surface, and to provide moderate color variations to the textured surface. Provide and apply sealer. All edges of all imprinted slabs shall be left uncolored (e.g. adjacent concrete curbs).

Concrete shall have a minimum compressive strength of 3,500 psi. Portland cement shall conform to ASTM C 150 Type I, II, or V, depending on soil conditions. Install in a separate pour from the curb.
Expansion Joint Fillers: ASTM D 994; asphaltic compound strips, ½” thick unless otherwise noted, precut to proper size; on-grade slabs, walks, curbs, gutters, and similar flatwork where joints are not otherwise noted or specified.

Coloring, Imprints, Curing and Sealing Materials:
The concrete shall be colored and stamped to match the existing median textured paving.

All paving shall be reinforced with 10 gauge welded wire fabric, 6” X 6” grid openings. Set fabric in center of concrete section.

All stamped concrete shall be sealed in accordance with the manufacturer’s recommendations, and as noted below.

INSTALLATION:

Placing:

Formwork shall be installed in accordance with the City of Sacramento Standard Specifications and as noted in these provisions.

Absorbent forms shall be thoroughly wetted before concrete is placed. Aggregate base/sand beds for slab-on-grade shall be moist but not saturated when concrete is placed.

Placing of concrete shall be done immediately after mixing. No concrete shall be placed or used after it has begun to set and no retempering will be allowed. The method used in placing shall be such that concrete is conveyed to place and deposited without separation of the ingredients. No concrete shall be placed with a free unconfined fall in excess of five (5) feet not shall it be allowed to cascade through reinforcing steel in such a manner as to promote segregation.

Splash or accumulations of hardened or partially hardened concrete shall be removed. Contact faces of forms for exposed concrete shall be protected from splash during placing of adjacent concrete. Concrete containing piping shall be placed in a manner that will prevent damage to pipes.

Placing of concrete shall be carried on in a continuous operation without interruption until placing of course, section, panel or monolith is completed.

Distribution of concrete shall be even and continuous and no pour joints shall show. Before a pour is started, make certain that adequate equipment, workers and concrete will be available to pour in cycles, which will permit proper and thorough integration of each layer on concrete. Upon stopping of pour, the top surface shall be on a level. Points of deposit in walls shall be spaced so that it will not be necessary for concrete to flow laterally more than 24 inches.

No concrete shall be placed for any element until reinforcing is fastened in place and until forms are complete. No concrete shall be placed before work that is to be embedded has been set. Notify other crafts so they may deliver anchors, inserts, etc., or other work to be embedded in ample time and also notify them when their assistance is setting is required. Reinforcing or other materials that have been set in place shall not be disturbed.

No pipe except electrical conduits 1-1/4” and less in diameter shall be embedded in structural concrete. Before placing concrete, such pipes and large conduits shall be sleeved providing ½” clearance, minimum all around. Sleeves shall be positioned so as not to impair strength of surrounding elements. Sleeves and inserts will be provided and set under the other section of the work.
Remove debris, mud and water from places to receive concrete. Verify depths of any depressed slab conditions for suitability with type and method of surfacing to be applied over the concrete. Install various inserts, anchorages, etc., required by public and private utility companies to accommodate miscellaneous metal items and equipment furnished by them.

Concrete splash and/or grout shall be removed from surfaces that will receive finish. Provide protection of all finished surfaces so not to splash concrete on other finishes.

Place no concrete in water unless written permission form Structural Engineer has been obtained. Maintain continuous and accurate log of placing of concrete in structure.

Notify Engineer 48 hours minimum prior to placing of any concrete.

Provide continuous inspection during the placement of concrete.

Provide reinforcement to paving as noted above.

Place, screed, and slope paving to finished grade, and float to a uniform surface using standard finishing techniques.

**Vibration and Compaction:**

Concrete shall be thoroughly compacted be means of internal mechanical vibrators. Place vibrators directly in concrete at 18” to 30” intervals, for a period of approximately 5-15 seconds and withdraw slowly, or as directed, depending on the consistency of the concrete. One vibrator will be required for each location where simultaneous placing takes place, to ensure thorough vibrating of all sections. Provide sufficient spare vibrators on the job so as to have them readily available in case any vibrator in use should cease to function properly. If original spare vibrators must be used, provide additional spares. Under no condition shall vibrator be placed against reinforcing steel or attached to forms. Vibrators may not be used to transport materials.

Vibrator shall be of the flexible immersion type having frequency of not less than 7000 rpm.

Voids and rock pockets shall be eliminated; voids and rock pockets in exposed concrete may be cause to reject that portion of the Work.

**Construction Joints:**

Placement of construction joints and the manner in which they are provided shall be only as approved or as shown on the Drawings. Construction joints shall be as few as possible and will not be permitted simply to save forms. Submit shop drawings of construction joints showing proposed locations and details. Submit for review prior to forming or placing concrete.

Construction joints, including keys, shall be cleaned and roughed by removing entire surface and exposing clean aggregate, solidly embedded, by means of sandblasting or other approved methods. Forms and reinforcing shall be cleaned of drippings, debris, etc. Just before starting of new pour, horizontal surfaces shall be covered with ½” to 1” thickness of grout that is composed of cement and fine aggregate of the same proportion as that used in concrete work, but omitting the 1 ½ ” aggregate when 1 ½” is the maximum size or omitting half of the ¾” aggregate where ¾” is the maximum size. Proportions will be determined by the testing agency.

Payment shall be at the unit price bid per square foot for Median Textured Paving and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in constructing colored concrete as shown on the plans, as specified in...
these Special Provisions and as directed by the Engineer.

ITEM NO. 16 - CONCRETE - CURB AND GUTTER (TYPE 2)

ITEM NO. 17 - CONCRETE CURB (TYPE 3)

ITEM NO. 18 - CONCRETE CURB (TYPE 4)

ITEM NO. 19 - CONCRETE CURB (TYPE 14)
Portland cement concrete curb and gutter type 2, curb (type 3), curb (type 4), and curb (type 14) shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

The curb and gutter portion of the curb ramps and transitions to existing curb and gutter of a different type shall be paid for with this item of work.

The new concrete curb and gutter shall match existing improvements. The curb and gutter shall match existing color by adding one pound of lamp back per cubic yard of concrete.

Payment shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb and gutter type 2, curb (type 3), curb (type 4), and curb (type 14) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 20 - MINOR CONCRETE (SIDEWALK)
Minor Concrete (Sidewalk) shall be constructed as shown on the plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10 and 24 of the City Standard Specifications, 90-1.03B(3) “Curing Compound Method” of the State Standard Specifications and these Special Provisions.

Sidewalk transitions and driveways shall be included in this bid item.

Excavation of the existing curb, gutter, curb ramp, sidewalk or planter as necessary to construct new shall be included in this item including saw cutting and removal of all native material and soil to allow construction of improvements to the lines and grades shown on the plans. This item shall include all grading including behind the proposed sidewalk necessary to match the existing grades and improvements.

Excess excavated material shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer. When any material is to be disposed of outside the right-of-way, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

The Contractor shall exercise extreme care to avoid damaging the curb and gutter lips, sidewalks, and planting areas during excavation operations. Gutter lips damaged by the
Contractor which are spalled in excess of one inch (1") deep by five inches (5") long will be repaired at the Engineer's direction. The cost of repairs to damaged curb and gutter shall be considered as included in this item, and no separate payment shall be made therefore.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in placing PCC sidewalk as shown on the plans, as specified in the City Standard Specifications, these Special Provisions and as directed by the Engineer.

ITEM NO. 21 - MINOR CONCRETE (MEDIAN)

Minor Concrete (Median) shall conform to Section 24 of the City Standard Specifications, and these Special Provisions.

Excavation of the existing medians as necessary to construct new shall be paid under a separate item on the proposal.

Payment shall be at the unit price bid per square foot for Minor Concrete (Median) and shall include full compensation for all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing Minor Concrete (Median), including curing concrete, furnishing and installing expansion joints and dowel reinforcement, as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

The above prices and payments shall include full compensation for finishing the subgrade, dampening the subgrade, including furnishing the water, furnishing, placing and removing forms, and finishing the median surfacing, as shown on the plans, and as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 22 - INSTALL 48” MANHOLE

The Contractor shall install 48” Manhole in accordance with Section 25 of the City Standard Specifications, and these Special Provisions.

This item shall include all necessary trenching, bedding, backfilling, and pavement restoration involved in the installation of the storm drain manhole.

Payment shall be at the unit price bid per each 48” Manhole and shall include full compensation for all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing manholes, including frame and cover, and clean crushed rocks for subgrade, as shown on the plans, as specified in the City Standard Specifications, these Special Provisions and as directed by the Engineer.

ITEM NO. 23 - INSTALL 12” POLYVINYL CHLORIDE PIPE

The Contractor shall install 12” Polyvinyl Chloride (PVC) Pipe in accordance with Sections 10-19 and 26 of the City Standard Specifications as shown on the plans, and as directed by the Engineer.

Connection to existing manholes shall conform to section 25 of the City Standard Specifications. The Contractor’s attention is directed to Section 26-10 of the City Standard Specifications for pipe testing requirements prior to placing any road base or asphalt.
This item shall include all necessary trenching, bedding, testing, backfilling, and pavement restoration involved in the installation of the storm drain pipe.

Payment shall be at the unit price bid per lineal foot for 12” PVC Pipe and shall include full compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in installing polyvinyl chloride pipe as shown on the plans, as specified in the City Standard Specifications and these Special Provisions and as directed by the Engineer.

ITEM NO. 24 - INSTALL TYPE B DROP INLET

Type B Drain Inlets shall conform to Sections 20, 24 and 38 of the Standard Specifications. Drain inlets shall be precast or cast in place, formed using wood or metal forms. Hand forming of concrete will not be allowed. If cast in place, maximum wall thickness shall be 8-inches.

The grate shall conform for Section 38 of the Standard Specifications. The grate shall be installed so that either end of the grate can be lifted from the frame and removed by pulling parallel to the curb. The grate frame shall be installed between 1/2 inch and 1 inch from the face of the open back hood. All joints and all connections between the hardware (grate and hood) and the vertical walls of the drain inlet shall be grouted forming a smooth transition with a light broom finish.

The open back hood shall be cast iron or approved equal.

The vertical distance between the grate and the top of the hood shall be a minimum of 5" and a maximum of 8". If the top of the hood must be placed below the top of curb, there shall be a minimum 3" cover of concrete. One number 4 rebar shall be placed in the concrete and shall extend 12" on both sides of the hood. If the top of the hood is placed flush with the top of curb, the Contractor shall embed hood in concrete, 4 inches from the back of the hood extending 6 inches beyond both ends of the hood.

Drain lead shall be connected to drain inlet with approved waterstop cast into side wall with non-shrink grout. Waterstop shall have a minimum of 2-inches of embedment on all sides. Pipe end shall be flush with the inside surface of the box.

Surface restoration shall be in accordance with the appropriate section of these Special Provisions. Pavement cutting shall be perpendicular and parallel to the centerline of the road. Surface restoration due to drain inlet removal and installation shall be paid for as part of this item.

Drain Inlets shall be labeled per the City Standard Specifications.

Payment shall be at the unit price indicated per each Type B drain inlet constructed and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to construct this item complete in place. The bid cost for this item shall include pavement cutting and surface restoration.
ITEM NO. 25 - ADJUST MANHOLE TO GRADE

Adjust Manhole To Grade must comply with Section 13 of the City Standard Specifications and Section 15 of the State Standard Specification and these Special Provisions for City manholes. Adjust Manhole To Grade must comply with Section 401.12 of the SASD Standard Specifications and these Special Provisions per County Standard Drawing for SASD manholes.

Lower and raise manholes cover by lowering before cold planing and raising after paving or surfacing. Before opening the lane to traffic, either (1) complete permanent paving or surfacing or (2) temporarily fill any depressions with HMA.

Do not adjust to final grade until the adjacent pavement or surfacing is complete.

For a structure that is to be raised, remove the frame and cover and trim the top of the structure to provide a suitable foundation for the new material.

If a manhole cover is unstable or noisy under traffic, place a coil of asphalt-saturated rope, a plastic washer, or asphaltic compound on the cover seat. Before placement, obtain authorization for use of the material.

Payment shall be at the unit price bid for each Adjust Manhole To Grade and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in lowering and raising frames and cover to grade, complete in place, including concrete and HMA (Type A), as shown on the plans, as specified in the City and State Standard Specifications, these Special Provisions and as directed by the Engineer.

ITEM NO. 26 - ADJUST VALVE COVER TO GRADE

The Contractor shall adjust utility box cover and valve cover to grade as shown on the plans, as directed by the Engineer, and in accordance with sections 13, 27, 34, and 38 of the City Standard Specifications.

Water valves shall meet the requirements per Standard Drawing W-306.

The cost of adjusting a utility box and valve cover shall include any necessary lowering, temporarily removing, covering and raising the valve cover to the grade of the new surface under this item.

Included in this item are furnishing and placing new utility boxes, steel standpipes (risers), liners as required, and adjusting the utility boxes to grade.

The Contractor shall ensure that utility box covers are not covered with asphaltic or PCC coatings during paving operations. Standpipes shall be left clean and free of paving materials and debris. The valve-operating nut shall be left fully exposed after all paving operations have been completed.

Valve covers shall be covered during paving and shall have locations swing tied on a map. The Contractor shall field walk the project with the Engineer to verify all valve covers within paved areas have been adjusted to grade. The Contractor shall be assessed a $500 administrative penalty for each valve cover shown on the swing tie map that is not adjusted to grade.

Payment shall be at the unit price bid per each Adjust Valve Cover to Grade and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.
and for doing all work involved in adjusting valve covers to grade, as shown on the plans as specified in the City Standard Specifications and these Special Provisions and as directed by the Engineer.

ITEM NO. 27  ADJUST PULL BOX TO GRADE

This item shall pay for adjusting existing pull boxes to the grade of the new surface and shall conform to the applicable requirements of Sections 10 and 34 of the Standard Specifications and these Special Provisions.

Lower and raise utility covers by lowering before cold planing and raising after paving or surfacing. Before opening the lane to traffic, either (1) complete permanent paving or surfacing or (2) temporarily fill any depressions with HMA.

Do not adjust to final grade until the adjacent pavement or surfacing is complete.

Payment shall be at the unit price bid for each Adjust Pull Box To Grade and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in lowering and raising utility cover to grade, complete in place, including concrete and HMA (Type A), as shown on the plans, as specified in the City and State Standard Specifications, these Special Provisions and as directed by the Engineer.

ITEM NO. 28 - RELOCATE PULL BOX

Existing pull box shall be relocated where shown on the Plans and shall conform to applicable requirements of Sections 10 and 34 of the Standard Specifications and these Special Provisions. Included in this item is the extension of sewer services to the back of walk.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in relocating pull boxes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 29 - RELOCATE WATER METER

Water meter boxes shall be relocated as shown on the Plans and shall conform to applicable requirements of Sections 10, 27 and 38 of the Standard Specifications.

Included in this item is furnishing and placing new water meter, meter boxes and steel standpipes (risers) and liners as required, and adjusting the meter boxes to grade.

The Contractor shall ensure that water valve box covers are not covered with asphaltic coatings during paving operations. Standpipes shall be left clean and free of paving materials and debris. The valve-operating nut shall be left fully exposed after all paving operations have been completed.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in relocating water meter boxes, complete in place, as shown on the Plans as specified in these Special
Provisions and as directed by the Engineer.

ITEM NO. 30 - ADJUST IRRIGATION

Adjust Irrigation shall include sprinkler/irrigation system pipes and heads which interfere with proposed improvements shall be adjusted as shown on the plans, as directed by the Engineer, and in accordance with sections 13, 35, and 36 of the City Standard Specifications and Section 15 of the State Standard Specification and these Special Provisions.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved in adjust irrigation as shown on the plans, as specified in the City Standard Specifications, these Special Provisions and as directed by the Engineer.

ITEM NO. 31 - PAVEMENT MARKER (RETROFLECTIVE)

Pavement markers (retroreflective) shall be furnished and placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing pavement markers as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 32 - THERMOPLASTIC TRAFFIC STRIPE

ITEM NO. 33 - THERMOPLASTIC TRAFFIC PAVEMENT MARKING

Thermoplastic traffic stripes and pavement markings, both white and yellow, shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

Payment shall be at the unit price bid per linear foot of thermoplastic traffic stripes and by square feet for markings and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing thermoplastic traffic stripes and markings as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 34 - COLORED PAVEMENT FOR BIKE LANES (GREEN)

Colored Pavement For Bike Lanes (Green) shall be placed where shown on the plans and shall conform to the applicable requirements of Section 32 of the City Standard Specifications, Sections 84 of the State Standard Specifications and these Special Provisions.

The quantities of colored pavement for bike lanes may be adjusted, deleted, or omitted as
directed by the Engineer to meet the existing requirements. No adjustment to the unit price bid will be made because of a change in quantity from the Engineer's estimate.

Payment shall be at the unit price bid per square feet of green colored pavement material placed, and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing colored pavement for bike lanes as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 35 - FLEXIBLE DELINEATOR (TYPE K-71)**

Flexible Delineators (Type K-71) shall be furnished and installed at the locations shown in the Plans and as directed by the Engineer and shall conform to Section 32 of the Standard Specifications section 81 & 82 of the State Standard Specifications, the 2014 California Manual for Uniform Traffic Control Devices, and these Special Provisions.

Installation of flexible delineators, type K-71 or approved equal, shall be surface mounted per manufacturer’s recommendation with the approval of the Engineer.

Flexible delineators shall be of color to match correlated striping and have 2-way reflectivity. Flexible delineators shall be 6-9” diameter and 28’’-33’’ height, depending on manufacturer’s standard sizes. All delineators to be used on the project shall be from the same manufacturer and uniform in size and color.

Contractor shall submit to Engineer, for approval, the manufacturer’s specification of the flexible delineator. Flexible delineators shall not be placed on the project prior to approval by the Engineers of the manufacturer’s specifications submitted by the contractor.

Payment shall be at the unit price bid per each for Flexible Delineator (Type K-71) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing, complete in place, including adhesives, and establishing alignment for flexible delineator, as shown on the plans, as specified in the State Standard Specifications, these Special Provisions and as directed by the Engineer.

**ITEM NO. 36 - RELOCATE SIGN**

Existing roadside signs shall be removed and relocated to the new locations shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Each roadside sign shall be installed at the new location on the same date that the sign is removed from its original location.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in relocating the roadside signs as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 37 - INSTALL SIGN**

This item shall consist of installing roadway sign and new posts shall conform Sections 32 and 38 of the City Standard Specifications, 82-3 “Roadside Signs” of the State Standard
Specifications as shown on the plans or as directed by the Engineer and these Special Provisions.

The Contractor shall notify the Engineer two (2) working days prior to the placement of the posts. The Contractor shall review the proposed post location with the Engineer and a supervisor from the City’s Traffic Signs and Markings section prior to installation of the post. The Engineer may make adjustments to the proposed post location in the field.

All posts shall have a minimum resisting Moment of 400 foot-pounds. All posts shall be capped. Post caps may be aluminum or galvanized steel. Bolts and miscellaneous metal hardware shall be galvanized or plated after fabrication in conformance with Section 75 “galvanizing” of the State of California, Department of Transportation Standard Specifications.

Payment shall be made at the unit price bid per each sign panel, and shall include full compensation for furnishing all labor, materials, post or strap and bracket as required, attachment, tools, equipment, incidentals and for doing all work involved in installing roadway sign panel and new posts as shown on plans, as specified in the City Standard Specifications, these Special Provisions and as directed by the Engineer.

ITEM NO. 38 - REMOVE SIGN
Existing roadside signs shall be removed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Removed sign panels shall be salvaged and delivered to the City of Sacramento Traffic Sign and Markings Section at 5730 24th Street, Building 10, Sacramento, CA. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in removing roadside signs as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 39 - INSTALL TRUNCATED DOMES ON NEW RAMPS (36"X48" & 36"X60")
Cast in place truncated domes shall be installed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 38 (DWG.T-78 and T-79) of the Standard Specifications.

Detectable Warning Tiles shall be Armor Tile, ADA Solutions or approved equal, as manufactured by Engineered Plastics Inc.: Product (#1) #ADA-C3648S-YW, Cast in Place, 36" x 48" and 36" x 60", Sound Amplifying, Color Federal Yellow, Product (#2) #ADA-S-3648-YW, Surface Applied, 36" x 48" and 36" x 60", Sound Amplifying, Color Federal Yellow or ADA Solutions Product (#1) # 3648IDPAV1Y, Cast in Place, 36" x 48" and 36" x 60", Sound Amplifying, Color Federal Yellow, Product (#2) #3648IDRET1Y, Surface Applied, 36" x 48"
and 36” x 60”, Sound Amplifying, Color Federal Yellow. Detectable Warning Tiles shall have a five (5) year written warranty.

Installation of detectable warnings shall be by manufacturer trained and certified individuals. Detectable warning and installation shall have a five (5) year written warranty.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved with installing cast in place truncated domes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 40 - INSTALL TRUNCATED DOMES ON EXISTING RAMP (36”X60”)**

On an existing compliant ramp truncated domes shall be installed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 38 (DWG.T-78 and T-79) of the Standard Specifications.

Truncated domes shall be Armor Tile, ADA Solutions or approved equal as manufactured by Engineered Plastics Inc., Product #ADA-S-3648-YW; Surface Applied, 36”x60”, Color Yellow.

Installation of detectable warnings shall be by manufacturer trained and certified individuals. Detectable warning and installation shall have a five (5) year written warranty.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved with installing truncated domes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 41 - MEDIAN NOSE MARKER**

Median Nose Marker at those locations shown on the plans shall conform to Section 32 and 38 of the City Standard Specifications City Standard Drawing T-250 and T-260 and these Special Provisions and as directed by the Engineer.

Payment shall be at the unit price bid per each for median nose marker shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing signs, pavement markers, complete in place, including adhesives, and establishing alignment for pavement markers, as shown on the standard plans, as specified in Special Provisions, and as directed by the Engineer.

**ITEM NO. 42 - PAINTED CURB**

Painted Curb shall be constructed as shown on the plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the City Standard Specifications.

Payment shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work.
involved in placing paint curbs as shown on the plans, as specified in the City Standard Specifications, these Special Provisions and as directed by the Engineer.

ITEM NO. 43 - TRAFFIC SIGNAL MODIFICATION – 24TH STREET

ITEM NO. 44 - TRAFFIC SIGNAL MODIFICATION – WOODBINE AVE

ITEM NO. 45 - TRAFFIC SIGNAL MODIFICATION – 29TH STREET

ITEM NO. 46 - TRAFFIC SIGNAL MODIFICATION – HISPERY LANE

ITEM NO. 47 - TRAFFIC SIGNAL MODIFICATION – LUTHER DRIVE

The work to be performed for these items, in general, includes furnishing and installing all necessary equipment and materials for the traffic signal installation as indicated on the Plan sheets and these Specifications.

Contractor shall provide and install new pull boxes, conduit, conductors, detector cables, detector handholes, detector loops, pull rope.

Contractor shall also provide and install traffic signal poles with anchor bolts and foundations, luminaires, APS pedestrian pushbutton system and posts (5’7” tall), traffic signal and pedestrian displays, louvers, mounting brackets, and all appurtenances shown on the Plans and called for in these Special Provisions to ensure a complete installation and functioning traffic signal system.

Contractor shall provide and install the following video detection equipment: Autoscope Vision Video Detection Camera, Econolite 28” riser pole and mounting hardware, Econolite Video Detection Cable (3-wire), Vision Comm Manager, SDLC Cables, and Ethernet Cables. An Econolite Representative shall be onsite for the installation and configuration of the Video Detection System at no additional cost to the City. The video detection system shall be configured by the Contractor to detect vehicles and bicycles. The system shall be programmed to provide stopbar detection. All channels shall be configured per the City’s detector programming sheet and the Contractor and Econolite Representative shall work with City of Sacramento Traffic Signal Maintenance Shop to ensure the detection calls are being inputted into the controller. In general, the Contractor shall perform the following, in addition to the work
shown on the plans and these specifications: a) Provide and Install the video detection camera on the traffic signal mastarms with the 28” riser pole and mounting hardware, b) Provide and Install the video detection cable from the video detection camera thru the mastarm, conduits, pull boxes, to traffic signal controller. No splices between the camera and traffic signal controller, c) Provide and Install the Vision Comm Manager. Contractor to install power to all equipment, d) Terminate the video detection cable on the Vision Comm manager, e) Provide and Install Cat 5 Ethernet cable between the Vision Comm Manager and network switch and traffic signal controller, and f) Provide and Install SDLC cable between the Vision Comm Manager and traffic signal controller.

Work also includes extending new conductors and conductors to existing pull boxes.

Construction work also includes removing conductors, cables, and pull boxes, abandoning conduits, and removing existing fiber optic cable.

Work also includes removing all project related Underground Service Alert (USA) marks from the project site. Contractor shall also remove all tire marks, equipment marks, machinery marks, and other liquids, such as oil and machinery coolant, on the sidewalk, driveway, curb ramp areas that was caused by the contractor during construction.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 48 - TRAFFIC SIGNAL INFRASTRUCTURE – LOMA VERDE WAY**

**ITEM NO. 49 - TRAFFIC SIGNAL INFRASTRUCTURE – MUNSON WAY**

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the interconnect installation as indicated on the Plan sheets and these specifications.

Included in the work shall be furnishing and installing conduits, conductors, pull boxes, tracer tape, detector handhole, detector loop, detector lead-in cable, and all appurtenances shown on
the Plans and called for in these Provisions to insure a complete installation.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 50 - INTERCONNECT CONDUIT

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the interconnect fiber optic system installation as indicated on the Plan sheets and these specifications.

Included in the work shall be furnishing and installing conduits, conductors, tracer tape, and all appurtenances shown on the Plans and called for in these Provisions to insure a complete installation.

Work also includes installing interconnect conduit under UPRR crossing. Contractor shall acquire and pay for all permits from UPRR prior to starting work. Contractor shall perform work only during the hours as specified by UPRR and City of Sacramento. Contractor shall attend UPRR training and field meetings prior to start of work. All costs associated with permits, field meetings, training and providing flaggers shall be incorporated into this bid item.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 51 - MOBILIZATION

Mobilization shall conform to the provisions in Section 9, "Payment," of the State Standard Specifications and these Special Provisions. No additional compensation for delay or re-mobilization will be allowed.

Payment shall be at the lump sum bid price and shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in mobilizing the contractor for work as shown on the Drawings, as specified in these Special Provisions or as directed by the Engineer.
2.1. ELECTRICAL COST BREAKDOWN

The Contractor shall provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to Jose Ledesma, Contracts Manager, by email at JLedesma@cityofsacramento.org.

The sum of the amounts for the units of work listed in the cost break-down for electrical work shall be equal to the contact lump sum price bid for the work. The unit price is the material and installed cost with overhead, profit, and labor.

The Contractor shall determine the quantities to complete the work shown on the plans. The Contractor shall be responsible for the accuracy of the quantities and values. No adjustment in compensation will be made in the contract lump sum prices paid for the various electrical work items due to any differences between the quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions. At the Engineer’s discretion, the approved cost break-down may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the items of electrical work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined, at the Engineer’s discretion, in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 9-1.06, “Changed Quantity Payment Adjustments”, of Caltrans Standard Specification. The cost break-down submitted by the responsive qualified low bid Contractor shall be approved by the Engineer before any partial payment for the items of electrical work shall be made based on the cost break-down. The cost break-down shall include, but is not limited to: type of equipment, estimated quantity, and unit price ($/LF or each). See below for sample items. Some items from the list may not apply to the project, and other items may need to be included. Contractor shall submit break-down in a spreadsheet format.

Conduit – list each size (2”, 3”, etc.), installation method, quantity (LF), unit price ($/LF).

Conductor – list each size (#6, #8, etc.), quantity (LF), and unit price ($/LF).

Pull Box – list type (#5, #6, etc.), quantity, and unit price ($/EA).

Electrical Service – type (metered or unmetered), quantity, and unit price ($/EA).

Traffic Signal and Streetlight Standards with Foundation – list each standard (such as 1-B, Type 16, post top, mast arm, ornamental, etc), quantity, and unit
price ($/EA).

*Luminaires* – type (200 watt fixture, etc.), quantity, unit price ($/EA).

*Traffic Signal and Pedestrian Displays* – quantity and unit price ($/EA).

*Pedestrian Push Button* – quantity and unit price ($/EA).

*Detector Loop* – type (5’x5’, 6’x6’, etc.), quantity and unit price ($/EA).

*Detector Lead-In Cable* – quantity and unit price ($/LF).

*Detector Handhole* – quantity and unit price ($/EA).

*Emergency Vehicle Detector System* – quantity and ($/FA)

*Traffic Signal Controller and Cabinet* – quantity and unit price ($/EA).

*Battery Back-Up System* – quantity and unit price ($/EA).

*Interconnect Cable* – quantity and unit price ($/LF).

3. **ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS**

**CITY EQUIPMENT TO BE REMOVED AND SALVAGED**

All City of Sacramento equipment to be salvaged shall be returned to the City of Sacramento Corporation Yard. The City has two corporation yards: Corporate Center South, 5730 24th Street, Building 11, Sacramento, California and the Corporate Center North, 918 Del Paso Road, Sacramento, California. *Contractor is responsible to provide machinery and manpower to unload and load all salvaged equipment.* Loading, unloading, pick-up, and delivery of these items will be considered included in the price bid for various items and no additional compensation will be allowed therefor.

The Contractor shall schedule the delivery of salvaged equipment with the City Inspector. Equipment drop-off shall be done in the presence of the City Inspector or his designated representative. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all City salvaged equipment.

**CONDUIT MATERIAL**

JM Eagle and PW Eagle are not acceptable conduit materials.
A. General – Schedule 40

Conduit to be installed underground shall be Schedule 40 polyvinyl chloride (PVC) or Schedule 40 polyethylene conduit as described herein unless otherwise indicated or specified. PVC conduit shall comply with the specifications in Section 34-11 of the City Standard Specifications. High-density polyethylene conduit shall comply with the following specifications:

Conduit shall be fabricated from polyethylene shall be in conformance with applicable ASTM and NEMA standards and Article 347 of the National Electrical Code. Non-black polyethylene conduit shall contain not less than 2500 parts per million (ppm) of a hindered amine ultraviolet light stabilizer. Ultraviolet stabilization additive for black polyethylene conduit shall consist of a carbon black loading of 2.5% ± 0.5% by weight.

Conduit shall be manufactured from high-density polyethylene resin designated as Type III, Category 5, Class C, Grade P34 material in accordance with ASTM D1248.

Duct seal shall be installed on all conduits.

All new conduits starting/terminating in pull boxes shall have End Bells.

B. High Density Polyethylene (HDPE) Conduit

HDPE conduit shall be manufactured to UL 651A specifications, compliant with NEC Article 353, and Schedule 40, unless otherwise specified. HDPE conduit shall have high tensile strength-to-weight ratio, crush resistance, low coefficient of friction for directional drilling.

CONDUIT INSTALLATION

Conduit installation shall be in accordance with Section 34-11 of the Standard Specifications and as modified by these Special Provisions. “Jet-rodding” is not permitted.

Conduits terminating in pull boxes, standards, pedestals and cabinets shall rise vertically and shall not slope in any direction. Conduits terminating in standards, pedestals, and cabinets shall terminate one and one-half inches (1½") above finished grade. Conduits shown on the Plans to be adjacent and parallel to each other shall be installed in the same trench or drill hole unless otherwise specified or directed by the Engineer. Under the sidewalk, conduit shall be laid to a depth of not less than eighteen inches (18") below the sidewalk grade.

Conduits shall be installed by trenching or directional drilling method.
All applicable requirements in these Special Provisions to locate, and to protect existing utilities, utility laterals, obstructions, and other facilities in the area shall be conformed to and no additional compensation will be allowed therefor. Contractor is responsible for any damage and the repair of any existing facilities damaged by his/her trenching or drilling operations. Contractor is responsible for any potholing necessary and cost for potholing shall also be included in price paid for applicable items of work and no additional compensation will be allowed therefor. All trenching or drilling work shall be contained within the City right-of-way. If utilities or other obstacles are encountered at the specified conduit depth, any additional drilling required to avoid the obstacle shall be made at the Contractor’s expense and no additional compensation will be allowed therefor. Location of trenching and drill holes shall take into consideration minimal impact to the street pavement while still meeting the requirements of these Special Provisions.

Contractor shall replace roadway striping and markings with same material if damaged by directional drilling, bore pits, potholes, or trenching. Replacement striping and markings shall be thermoplastic or paint, per the City of Sacramento Standards.

Contractor shall use the following PVC pipe cement to join conduits and fittings: Premier Cement PVC All Temperature One Step Blue or Christy’s Red Hot Blue Glue for Schedule 80 thru 4” diameter.

A. Trenching Method
Installation of conduit by trenching shall be in conformance with the Plans and these Special Provisions. See plan sheets for trench details. Trenches shall be backfilled or covered at the end of each work day. All conduit installed by trenching shall be anchored every 15 feet to the bottom of the trench, with an approved method, so as to prevent the conduit from floating when the concrete is backfilled into the trench.

1. Trenches in reconstructed roadways shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry and depth of conduit(s).

2. Trenches in existing roadways shall use the “T-Trench” method. The portion over the trench shall be paved with asphalt concrete, Type A with 3/4” aggregate (coarse) except on residential streets where the base course shall be Type A, 3/4” aggregate (coarse) and surface coarse shall be Type B, 1/2” aggregate, (medium), per Section 22 of the City Standard Specifications, unless otherwise directed by the Engineer. See plan sheets for width and thickness of asphalt concrete over trench. Trenches shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry.

B. Directional Drilling Method

Installation of conduit by directional drilling shall be in conformance with the Plans and these Special Provisions.

Conduits shall be installed such that the top of the conduit(s) are not less than eighteen inches (18”) below the finished grade in sidewalk areas and not less than thirty inches (30”) in all other areas except as otherwise specified or directed by the Engineer.

Prior to the start of directional drilling, the Contractor shall submit a plan which identifies location and size of proposed drill holes, describes process for identifying/locating existing utility services and other underground utilities or obstructions, identifies a proposed “drilling corridor” to avoid conflicts with existing utilities, services and other facilities. This plan shall be submitted to the Engineer a minimum of ten (10) working days prior to the start of work. The Contractor will not be allowed to directional drill until an approved plan is on file with the Engineer.

Directional drilling shall be performed by the technique of creating and directing a bore hole along a predetermined path to a specified targeted location where indicated on the plans to install conduits. The technique shall involve the use of mechanical and hydraulic equipment to change the boring course and shall use instrumentation to monitor the location and orientation of the boring head assembly along the predetermined course. Drilling shall be accomplished with fluid-assisted mechanical cutting. Unless otherwise approved, boring fluids shall be a mixture of...
bentonite and water or polymers and additives. Bentonite sealants and water will be used to lubricate the drilling head. It is mandatory that minimum pressures and flow rates be used during drilling operations so as not to fracture the subgrade material around and/or above the bore. Uncontrolled jetting (where the primary purpose is to use fluid force to erode soil for creation of the final bore hold diameter) is prohibited. The drilling system shall utilize small-diameter fluid jets to fracture, and mechanical cutters to cut and excavate the soil as the head advances forward.

All drilling shall be located a minimum of three feet (3’) from the center of all existing maintenance holes. Drilling that run parallel to any sanitary sewer or storm drainage lines shall maintain a minimum clearance of three feet (3’) measured from the centerline of the sewer or drainage line to the adjacent side of the drill hole. Drilling that crosses any sewer or drainage line shall cross at 90 degrees to the line or at a minimum of 45 degrees if a 90 degree crossing is not possible.

CONDUCTORS

Conductors shall be in accordance with Section 34–13 of the Standard Specifications, except for the following:

1. If the existing ground wire (green 1#10 THW) is used as a pullwire, a new ground wire shall be pulled with the new conductors or cables, unless otherwise specified.

2. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation.

3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.

4. All conductors of AWG #10 or larger shall be identified by printed and embossed labels. #1, #6, #8, #10 conductors shall be printed and embossed.
   a) Both printed and embossed labels shall clearly identify the UL listing, insulation type, voltage rating, AWG number, and the City of Sacramento.
   b) The printed label and the embossed label shall be placed at approximately 90 degrees separation around the center of the conductors.
   c) Labels shall appear every one foot interval. Embossed labels shall be between 0.002” to 0.003” in depth and shall not damage the conductors. Label heights shall be no less than 3/32” for AWG #8 or larger, and shall be no less than 2/32” for AWG #10.

DETECTOR CONDUCTOR LOOP

A. Loop Conductors
Each loop conductor shall be continuous, unspliced, Type RHW-USE neoprene-jacketed or Type USE crosslinked polyethylene insulated No. 12 stranded copper wire. Conductor insulation thickness shall be 40 mils minimum.

B. **Loop Conductor Installation**

Detector loop installation shall conform to these Special Provisions and the State Standard Plans, Sheet ES-5A.

Unless otherwise specified, each loop shall be three (3) turns of conductors for each detector loop. Unless otherwise shown or noted on the Plans, each new detector loop shall be 6' x 6' and centered in the travel lane.

Slots cut in the pavement shall be blown out with compressed air and dried and inspected for any sharp objects or corners which shall be removed prior to installation of loop conductors.

The loop conductors shall be installed in the slots using a 5/16" to 1/4" wooden paddle. As it is installed, the wire shall be kept under slight tension and shall be kept in the slots with suitable cardboard wedges. The cardboard wedges shall not be removed until the loop sealant operation requires removal.

Loop conductors shall be installed without splices and shall terminate in the Nearest pull box. The detector loops shall be joined in the nearest pull box in combination of series and parallel so that optimum sensitivity is obtained at the sensor unit. Final splices between loops and lead-in cable shall not be made until the operation of the loops under actual traffic conditions is approved by the Engineer. Each detector loop shall be identified and tagged by loop number, start (S), and finish (F). For example: Phase 4D1-1S & Phase 4D1-1F; Phase 4D1-2S & Phase 4D1-2F.

All loop conductors for each direction of travel for the same phase of a traffic signal system in the same pull box, shall be spliced to a cable which shall be run from the pull box adjacent to the loop detector to a sensor unit mounted in the controller cabinet. Splices to the cable shall be made in pull boxes only. All splices to the lead in cable and between loops and the lead in
cable shall be soldered as specified in State Specifications in Section 86-2.09C, "Connectors and Terminals". Open flame soldering will not be permitted.

Each detector loop circuit shall be tested for continuity, circuit resistance, and insulation resistance at the controller location. The loop circuit resistance shall not exceed 0.50 ohms plus 0.35 ohms per 100 feet of lead-in cable. The insulation resistance shall be performed between each circuit conductor and ground. The megggared insulation resistance shall not be less than 200 megohms. The Contractor shall replace any detector loop that fails this requirement at the Contractor's expense.

1. **Depth of Loops and Conductors in the Traveled Way**

   All conductors and conductor loops installed in the traveled way shall be installed so that the top of the conductor is a minimum of one-inch (1") below the surface grade of the street.

2. **Inductive Loop Sealant**

   Only the following methods may be used for inductive loop sealant:

   **Asphaltic Emulsion and Sand Method**

   1) Immediately after the loop wires have been installed, the slot shall be filled with an anionic asphaltic emulsion conforming to the State Standard Specifications for Rapid Setting No. 1 (RSI).

   2) Dry 20 mesh sandblasting sand shall then be poured in and around the slot. A suitable and approved tool shall then be used to work the asphaltic emulsion up through the dry sand. The slot will then be inspected for any dry spots in the sandfill. Any dry sand spots will then be wetted with more asphaltic emulsion. More dry sandblasting sand shall then be added to the slot and the asphalt emulsion will again be worked up through the sand until a uniform
mix of asphaltic emulsion and sand with no voids completely fills the slot to the level of the surrounding road surface. A final thin layer of sand will then be added to surrounding surface to absorb the excess asphaltic emulsion. The traveled way may be opened to vehicular traffic immediately after installation of the asphaltic emulsion and sand loop sealant.

**Hot-Melt Rubberized Asphalt Sealant Method**

Hot-melt rubberized asphalt sealant shall conform to, and be installed in accordance with State Specifications Section 86-5.01A(5) and as directed by the Engineer.

**Sackrit Method**

After conductors are installed in the slots cut in the pavement, paint binder shall be applied to all vertical surfaces of slots in accordance with the provisions in Section 94, "Asphaltic Emulsions", of the State Standard Specifications. The slots shall then be filled with asphaltic concrete sealant.

Asphaltic concrete sealant shall be a mixture of sand and liquid asphalt. The percentage of sand in the asphaltic concrete sealant shall conform to the following:

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<tr>
<th>Screen Size</th>
<th>Percentage Passing</th>
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<tbody>
<tr>
<td>#4</td>
<td>100%</td>
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<tr>
<td>#8</td>
<td>91%</td>
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<tr>
<td>#16</td>
<td>63%</td>
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The sand shall be uniformly mixed with six percent (6%) SC800 liquid asphalt conforming to Section 93 of the State Standard Specifications.

Temperature of sealant material during installation shall be above 70 degrees F. Air temperature during installation shall be above 50 degrees F. Sealant placed in the slots
shall be compacted by use of an eight-inch (8") diameter 1/8" thick steel hand roller or other tools approved by the Engineer. Compacted sealant shall be flush with the pavement surface. Excess sealant remaining after rolling shall be reused. Traffic may be released immediately over compacted material.

C. Abandonment of Loop Conductor

Each detector loop shall be saw-cut in a minimum of two places.

DETECTOR HANDHOLES

Where shown on the Plans, detector loops shall be sawcut into detector handholes. Detector handholes shall be Type B and shall be installed as shown in Traffic Signals/Street Lighting Standard Details in the Plans sheets, unless otherwise noted or directed by the Engineer. No splicing will be allowed in the detector handholes. For detector handholes to be removed, holes or depressions resulting from the removed handhole shall be filled, compacted, brought to grade, and filled to match surrounding material.

DETECTOR LEAD-IN CABLE

Detector lead-in cable shall be "Canoga" Type 30003, or approved equal. Detector lead-in cable shall conform to the following Special Provisions:

Lead-in cable shall consist of four (4) No. 18 A.W.G. stranded copper conductors insulated with nine (9) mils minimum of polypropylene, color coded, parallel laid, twisted together with four to six turns per foot. An amorphous interior moisture penetration barrier shall be provided to prevent hosing, siphoning, or capillary absorption of water along cable interstices. The outer jacket shall be thirty (30) mils minimum in thickness, high density polyethylene conforming to ASTM Designation: D-1248, 65T for Dielectric Material, Type I, Class C, Grade 5, J3. The diameter of the cable shall be approximately .25 inch.

Aluminum-polyester shielding shall be applied around the conductors.

The detector lead-in cable shall be continuous from the pull box adjacent to the conductor loops to the controller unless otherwise shown on the Plans.

Splicing of detector lead-in cables to loop conductors and splicing of detector cables when called for on the Plans shall be as follows:

1. Splices shall be made in pull boxes only. All splices to lead in cable shall be soldered. The ends of the splice shall then be inserted into an approved insulated spring type connector of
the correct size. When detector cables and detector loops are initially installed, precautions shall be taken to insure the cables and loops remain water tight prior to splicing. If splicing is not to be done immediately after installation, the ends of the conductors and cables shall be dipped in electrical insulating liquid which shall render them water tight. The insulating liquid shall be fast drying, resistant to oils, acids, alkalis and corrosive atmospheric conditions and shall be compatible with the insulations used in the conductors and cables. All conductors and cables shall be installed and splices shall be made in a dry environment.

3. The splice shall then be insulated by "Method B" of the State Standard Plans or as directed by the Engineer.

FOUNDATIONS TO BE ABANDONED

Foundations to be abandoned shall be in accordance with Section 34-9 of the Standard Specifications. The top part of the foundation, anchor bolts, and conduits shall be removed to a depth of two feet (2') below the surface of sidewalk or unimproved ground. The resulting hole shall be backfilled with material equivalent to the surrounding material.

PULL BOXES

Shall be in accordance with Section 34-12 of the Standard Specifications, except for the following:

a. All new pull boxes shall be set in place prior to pouring any new sidewalk.

b. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer.

c. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways.

d. Contractor shall cut, remove and replace the concrete to the nearest joint when installing new pull boxes.

e. New pull boxes shall have a minimum of 6" of new concrete around all sides in sidewalks.
f. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials.

g. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.

h. Install pull box on top of crushed rock foundation. Adjust pull box to grade. The crushed rock foundation shall have a minimum of 12" in depth and continue to extend a minimum of 6" beyond the outside edge of the pull box. Compact crushed rock while maintaining integrity of conduit. Conduit and pull boxes shall not be damaged nor cracked.

i. In instances where the pull box is installed in a planter box or dirt areas, the pull box shall be set to grade with a concrete ring, as shown in the standard detail drawings.

TRAFFIC SIGNALS AND FITTINGS

Traffic Signal Standards and Lighting Standards shall be in accordance with the latest California Department of Transportation Standard Plans, unless otherwise specified in these Specifications or Plans.

A. Forms and Concrete and Debris

Remove concrete forms on traffic signal standards and service pedestals upon project completion. Remove all plywood, forms, excess and leftover concrete, and other debris as a result from construction upon project completion.

B. Vehicle Signals

All signal heads, louvers, backplates, and framework shall come in black color.

Each mast arm mounted signal head shall be all 12" diameter sections.

Vehicle signal housings shall be either die cast or permanent mold cast aluminum conforming to ANSI Standard D-10.1. Vehicle signal faces shall conform to Section 86-4.01, "Vehicle Signal Faces", of the State Standard Specifications.

Metal backplates shall have a 2-inch yellow retroreflective border for the 12" signal heads. The retroreflective tape shall be manufactured by 3M for vertical mounting. Model: 3M 3990 Series Diamond Grade VIP Reflective Sheeting.

Metal Backplate shall be louvered and painted black.
Traffic signals shall utilize tunnel visors.

All traffic signal lamps shall be accessible from the front of the traffic signal head and shall be directly accessible for removal and replacement by the opening of the hinged front lens section and hood. Backplates for MAS mounted vehicle signal heads shall have approved filler plates to prevent light from showing through at the elevated plumbizers.

C. Light Emitting Diode (LED) Signal Modules

LED modules shall be 12" in diameter, clear lens, and manufactured by Dialight, Leotek, Duralite, or EOI. No exceptions.

LEDs shall have full ball appearance.

Front shell shall be Clear, not Tinted.

Contractor shall warranty the LED module for a minimum of 3 years. Contractor is responsible to immediately replace the failed LED module at no cost to the City during the warranty period of 3 years.

D. LED Countdown Pedestrian Signals

LED modules shall be manufactured by Dialight, Leotek, Duralite, or EOI. No exceptions.

All pedestrian display shall be the combination Raised Hand/Walking Person figure and Countdown timer only. All pedestrian heads and framework shall come in black color.

Pedestrian signal face modules shall be designed to mount behind or replace the existing faceplate of Type A Pedestrian housings as specified by the requirements of the ITE Standards, “Pedestrian Traffic Control Signal Indications”, and the MUTCD. The pedestrian signal shall have an operating range of 80VAC to 135VAC. The pedestrian signal shall be fused and provide transient suppression for protection of line and load. The pedestrian signal shall have a high power factor > 0.9. The pedestrian signal shall have < 20% harmonic distortion.
The design of the modules shall require a specific mounting orientation. Each module shall provide an average luminous intensity of at least 3,750 candela/m² for Upraised hand and 5,300 candela/m² for the Walking person symbol throughout the useful life over the operating temperature range.

The uniformity ratio of an illuminated symbol shall not exceed 4 to 1 between the highest luminance area and the lowest luminance area in the module.

The color output of the module shall conform to the requirements of the ITE: "Pedestrian Traffic Control Signal Indications" and the MUTCD.

The Hand Man symbols shall conform to all applicable ITE and CalTrans requirements. Raised Hand shall be Portland orange. Walking figure shall be lunar white. The module shall not require special tools for installation. The module shall fit securely into existing pedestrian signal section housings built to the PTCSH specifications without modification to the housing.

The pedestrian signal face shall be no less than 16" high. Aluminum housing.

The modules shall be a self-contained device, not requiring on-site assembly for installation into an existing Type "A" housing. The pedestrian signal shall be capable of displaying the LED “Raised Hand” legend. The numeral portion shall consist of two (2) seven segment digits, constructed of a minimum of 2 rows of LED’s, simultaneously. The pedestrian signal shall use overlays to diffuse the LED’s and provide uniform light dispersion while keeping the symbols clear and distinct. The signal shall be configurable, such that the countdown timer can start at the beginning or the end of the “Walk” portion of the pedestrian phase. Initially, the Contractor shall set the signal such that the Countdown timer starts at the beginning of the flashing “Don’t Walk/Raised Hand” portion of the phase and ends at the beginning of the solid “Don’t Walk/Raised Hand” portion of the phase.

Modules shall have filled hand/man.

E. Mounting Hardware

All slipfitters and terminal compartments shall be cast bronze. Clam shell mounting assemblies shall not be used.

No gaskets shall be used between the slipfitter and the traffic signal display. Seal connection with silicon gel.

F. Accessible Pedestrian Signal (APS)
If specified in the Plans, the Accessible Pedestrian Signal (APS) shall be manufactured by Polara Engineering Inc.

- Pushbutton Model: Polara 2 Wire iDS23RB1-Y PPB w/iDetect
- Control Unit: Polara iCCU-S2 for TS1, TS2 cabinets.
- Control Unit: Polara iCCU-C2 Rack Mount Control Unit for 332 cabinet.
- Interconnect Board for 332 or TS2 cabinet.
- Size of Sign: 9x15. Option T, Use R10-3e for Pedestrian Displays with Countdown feature.
- Housing Color: Yellow button cover.
- Custom Messages: Special Voice Message for Wait to Cross Street Name and Walk Sign is On to cross Street Name.
- Braile on faceplate.
- SDLT for TS2 Type 1 cabinets. 850-217 (50 pin harness) for TS1 cabinets.
- Bi-directional arrow.

The main components of the MUTCD compliant APS consists of a 1) Push Button station that is installed on the traffic signal poles providing a vibrating arrow button and audible sounds, and 2) Control Unit that is installed in the traffic signal cabinet. All sounds emanate from the front and back of the push button. A sunlight-visible red LED toggles to “ON” with tactile feedback to confirm the button has been pushed. Vandal resistant designed body and pushbutton.

APS shall be installed in accordance with the City of Sacramento’s APS Implementation Guidelines.

1. Push Button Station:

   a. A Push Button Station receives pedestrian crossing requests and provides visual, audio, and speech pedestrian messages to aid street crossing. The Push Button Station shall be installed per the latest requirements of the California MUTCD. The pushbutton shall be constructed of cast aluminum or equal, painted with yellow background, black crossing logo, a tactile arrow indicating the direction of crossing it services, and an integrated two-inch diameter pushbutton. When the pushbutton is activated, the pushbutton shall confirm each activation by visual, audio, and vibrotactile feedback.

   b. Audio messages shall be via integrated, sealed, and weatherproof speakers capable of emitting locator tone and speech messages. Audio output shall be up to 10 watts RMS. Each audio output shall have an automatic volume control up to 28dB. There shall be independent maximum and minimum volume settings for locator, walk, and clearance. Audible locator tone shall be at 880 Hz, 100 msec duration, 1 sec interval. Each pushbutton activation shall cause an audible click. An extended activation on any pushbutton shall mute the entire intersection.
except selected crosswalk. All audible tones and sounds shall be synchronized to minimize confusion and audio clutter.

c. Vibrotactile shall be integrated into the pushbutton and shall be energized during the WALK interval.

d. The pushbutton shall be speech message capable. When activated, speech message volume shall be adjustable up to a maximum of 89 dB and up to 5 dB above the ambient noise measured at the pushbutton level. Speech messages shall include programmable pushbutton and crossing messages. Pushbutton message shall be, “Wait to cross (name of street) at (name of other street.)” Crossing message shall be, “(Name of street.) Walk signal is on to cross (name of street.)” For exclusive pedestrian phases, the crossing message shall be, “Walk signal is on for all crossings.” Speech messages shall repeat at the rate of 1 hertz from the beginning of the appropriate phase to the end of the phase.

e. The pushbutton shall operate in temperatures between -20 to +150 degrees

2. Control Unit:

A Control Unit (CU) provides the interface between the traffic signal controller and PIUs. It passes through pedestrian crossing requests from PIUs to the controller while relaying WALK and clearance timing from the controller to PIUs. The CU shall be a shelf-mounted or rack-mounted unit compatible with TS1, TS2, and Type 2070 controllers housed in Type R or 332-series cabinets. Each CU shall be able to control up to 12 PIUs. The CU shall interface with the controller and PIUs via optically isolated input/output up to 36 volts. The CU shall maintain system settings and diagnostic data retrievable by the System Programmer described below. The CU shall operate in temperatures between -20 to +150 degrees F.

G. Traffic Signal Standards

All mounting hardware to be furnished by the Contractor shall be galvanized.

TRAFFIC SIGNAL TURN-ON PROCESS

The traffic signal turn-on process is located at the following location in the category of “Traffic Signals and Streetlighting”:

https://www.cityofsacramento.org/Utilities/Development-Standards
VIDEO DETECTION SYSTEM – ECONOLITE VISION

In general, the video detection system shall provide real time detection of vehicles, bicycles and motorcycles entering the camera’s field of view with an accuracy of 99% minimum, when compared to conventional inductive loops. The detection shall be reliable, consistent, and perform under all weather, lighting, and traffic congestion conditions. The video detection system consists of video sensors, a communication interface panel, mounting brackets and cabling hardware. For 33X cabinet with Model 2070 controller, the video detection system will include an input/output card mounted in the input file.

Video Detection System Hardware

The video detection system shall be an Econolite Autoscope Vision or approved equal.

Video Sensor

The video detection system shall include a video sensor that integrates a high-definition (HD) camera with an embedded processor for analyzing the video and performing detection.

Camera and Processor

The camera shall be a color CMOS imaging array.

The camera shall have HD resolution of 720p minimum (1280x720 pixels).

The camera shall include a minimum 10X optical zoom to enable stop-line and advance detections. The optical zoom shall be remotely controllable from the TMC for temporary traffic surveillance as well as for maintenance purposes.

The camera shall have direct, real-time iris and shutter speed control by the integrated processor.

The processor shall support H.264 video compression for streaming output.

Video Sensor Enclosure Assembly

The camera and processor shall be housed in a sealed IP-67 enclosure.

The faceplate of the enclosure shall be glass and shall have hydrophilic coating on the exterior surface to reduce debris accumulation and maintenance.

The faceplate shall have a thermostatically-controlled indium tin oxide (ITO) heater applied directly on the interior surface to keep the faceplate clear of condensation, snow, ice and frost.

An adjustable aluminum visor shall shield the faceplate from the sun and extraneous light sources. The visor shall not interfere with the full 360° field of view.

An integral aiming sight shall assist in aiming the camera for the detection objectives.

A removable rear cap and cable strain relief shall seal the power connection.
The rear cap shall be tethered to the enclosure to avoid dropping the cap during installation.

The rear cap shall be fastened to the body of the video sensor with a single, captive bolt.

The rear cap and enclosure shall include Gore breathers to equalize internal and external pressure.

The sensor shall be self-supporting on manufacturer’s mounting brackets for ease of installation.

**Power and Communications**

Power and communications for the video sensor shall be carried over a single three-conductor cable of 18 AWG minimum and with a polyethylene jacket. The cable shall be of sufficient length and slag.

Termination of the three-conductor cable shall be inside the rear cap of the enclosure on a three-position, removable Phoenix terminal block. Each conductor shall be attached to the Phoenix plug via a screw connection.

The video sensor shall operate over an input voltage range of 89 to 265 VAC at 50 or 60 Hz.

Power consumption shall be no more than 16 watts maximum including heater.

No supplemental surge suppression shall be required outside the cabinet.

All communications to the video sensor shall be broadband-over-power via the same three-conductor cable that powers the unit. Coaxial cable shall not be required.

**Communications Interface Panel**

The video detection system shall include an interface panel in the traffic cabinet that manages communications between the video sensors, the traffic management center, a maintenance technician, and the traffic cabinet itself.

**Video Sensor Connection**

The communications interface panel shall provide connection points for four video sensors.

Each sensor connection shall be a 3-pole terminal block, which supplies power and broadband-over-power communications to the sensor.

The broadband-over-power communications shall provide a throughput of 70 to 90 Mbps.

The broadband-over-power connection shall support at least 1,000 feet of cabling to the video sensor.

Each video sensor connection shall include a power switch.

There shall be an LED for each video sensor to indicate the state of the power to the sensor and an LED for each video sensor to indicate the status of communications.

Each video sensor connection shall contain a resettable fuse.

Each video sensor connection shall provide high-energy transient protection.
Traffic Operation Center (TOC) Communications

An Ethernet port shall be provided to connect to a TOC.

The TOC connection shall support 10/100/1000 Mbps Ethernet communication.

The communications interface panel shall proxy all network requests that arrive on the TOC connection to avoid unwanted network traffic from reaching the broadband-over-power network between the communications interface panel and the video sensors.

All communications to the video detection system through the TOC connection shall be to a single IP address.

Local User Communications

A wired Ethernet port shall be provided to connect the user at the cabinet to the video detection system for setup and maintenance purposes.

The maintenance port shall support 10/100/1000 Mbps Ethernet communication.

All communications to the video detection system through the maintenance port shall be to a single IP address.

The maintenance port shall support DHCP to automatically assign an IP address to the user’s computer, if desired.

An 802.11g Wi-Fi access point shall allow wireless connection to the video detection system at the cabinet for setup and maintenance purposes.

All communications to the video detection system through the Wi-Fi access point shall be to a single IP Address.

The Wi-Fi access point shall support DHCP to automatically assign an IP Address to the user’s computer.

The Wi-Fi access point shall include a dipole, omnidirectional antenna.

A momentary pushbutton shall allow the user to turn the Wi-Fi access point on or off.

The Wi-Fi access point shall turn itself off automatically after a period of inactivity from connected devices.

An LED shall indicate when the Wi-Fi access point is enabled.

The Wi-Fi access point shall operate simultaneously with the wired maintenance port and with the TMC connection.

Traffic Controller Connection

The communications interface panel shall provide one connection to communicate to the traffic controller through the cabinet.

The traffic controller connection shall support a TS2 Type 1 compatible SDLC interface.

The traffic controller connector shall be a 15-pin female metal shell D sub-miniature type connector to support a standard NEMA TS2 or TEES SDLC cable.

The traffic controller connection shall support a protocol interface to SDLC-capable traffic controllers (NEMA or TEES).
The traffic controller connection shall support the NEMA TS2 SDLC protocol to include up to 64 detector outputs and 32 inputs.
The traffic controller connection shall be able to connect to a wired input/output card, which supports wired I/O in cabinets without a SDLC-capable controller.
The wired I/O data communications link shall support at least 24 outputs and 16 inputs.
SDLC communications and the input/output card communication shall be able to operate simultaneously.

**USB Ports**
The communications interface panel shall include two USB 2.0 ports to allow system and application software installation via portable media without removing the communication interface panel from the cabinet.

**Power**
The communications interface panel shall accept input voltage in the range of 89-265 VAC, 50/60 Hz power from the transient-protected side of the cabinet.
The communications interface panel shall be protected by two slow-blow fuses. Two spares shall be attached to the panel.

**Input/Output Card**
The video detection system shall support an input/output card that communicates with the communications interface panel for real-time detection states and other I/O to the traffic controller. The card may reside in a standard detector rack or shelf-mount enclosure with power module.

The input/output card shall comply with the form factor and electrical characteristics to plug directly into a NEMA type C or D detector rack or Caltrans TEES Input File.

The card shall occupy two slots of the detector rack.
The card shall provide four detector outputs on its rear-edge connector.
A front connector shall provide communication to the communications interface panel.
A front connector shall allow 16 inputs and 24 contact-closure detector outputs for wiring into the cabinet.
A front panel LED for each of the 16 inputs and 24 outputs shall indicate the state of the input or output.
The wired input/output card shall support optional expansion cards in other slots. Each expansion card shall support 4 outputs to the back edge of the card.
The input/output card shall support optional harnesses for connection to Input Files or C1, C4, C11, and C12 ports to support Type 170 or Type 2070 controllers.

**System Software**
The video detection system shall include management software for configuration, monitoring and data collection purposes.
Management Software

Management software shall be a Windows-based application.

The software shall be compatible with Windows 7 and Windows 10 operating systems or their later versions.

The software shall communicate with the video detection system via Ethernet.

The management software shall automatically determine all video sensors and communications interface panels available on the local network and populate a list of all devices.

The management software shall provide the user a means to name individual video sensors and communications interface panels.

The management software shall provide a means for the user to zoom the camera optics while viewing a live video stream.

The management software shall provide a means for the user to calibrate distances in the field of view.

The management software shall provide the user a means to create 4-sided detection zones in the field of view using either a still snapshot or live video.

The management software will overlay an outline of each detection zone over the background image.

The management software shall enable the user to:

- place detection zones anywhere in the field of view for stop line detection and/or advance detection.
- set the desired color of both the on and off states of the detection zone overlay.
- alter the size and shape of any previously created zone.
- overlap zones, either partially or fully.
- name each zone uniquely.
- assign each zone to detect vehicles, to detect bicycles, or to detect both, and to specify different outputs for each type.
- assign the same output to multiple zones such that the output will be on if any of the zones are detecting a vehicle or bicycle.
- assign a single zone to more than one output such that if a vehicle or bicycle is detected, all the assigned outputs shall be turned on.
- create at least 99 detection zones per video sensor.
- retrieve all configuration parameters from video sensors or communications interface panels.
- save all the settings for a video sensor or a communications interface panel to a laptop file.
- read or import all the settings from a previously saved configuration file for a video sensor or a communications interface panel.
- download a new version of the application software into a communications interface panel and its attached video sensors.
- monitor operation of a video sensor.
- The monitoring screen shall include a live video stream from the video sensor with at least HD 1280x720 pixel resolution.
- The monitoring screen shall show indications of detection in real time by changing the color of the detection zone.
- configure different indications for vehicle detections vs. bicycle detections when both are configured for the same zone.
- size and position the following objects anywhere on the screen and to change the color and size of text.
  - An indication of when an output is on or off, along with a user-configurable name for that indicator.
  - The current time in the video sensor.
  - A user-configurable title or name.
  - The version number of the video sensor software.
- turn the overlay graphics on or off with a single setting.

The management software shall provide a screen to monitor operation of the intersection with a quad-view video stream from the communications interface panel. The quad-view video stream shall have a resolution of at least HD 1280x720 pixels, where each of the sensor videos comprising the quad-view shall be at least 640x360 pixels.

The user shall be able to configure the order that the sensor videos appear in the quad-view. The real-time quad-view video stream shall be capable of displaying the overlay graphics for all four sensors simultaneously.

While monitoring the video of a single video sensor or of the quad-view, the user shall be able to request a “snapshot” or single-frame image to save to a named file on a laptop.

While monitoring the video of a single video sensor or of the quad-view, the user shall be able to record a period of the video to save to a named file on a laptop.

**System Functionality**

**Detection Performance**

The video detection system shall detect the presence of vehicles in defined zones and turn on the assigned output when the vehicle is present in the zone.

Stop Line Detection

- Stop-line detection accuracy shall be 99% minimum.
- False-positive stop-line detection shall be 3% maximum.

Advance Detection
Advance detection zone shall be a minimum of 600' from the video sensor. The video sensor’s field of view shall extend a minimum of 30' beyond the advance detection zone.

Accuracy data shall be collected over 24-hour time intervals to avoid a single lighting condition, and a minimum of one hundred (100) vehicles per lane. The calculations of detection performance will not include turning movements where vehicles do not pass through the detectors, vehicle lane-change anomalies, or where they stop short or stop beyond the combined detection zones.

**Failsafe Mode**

The video detection system shall provide a failsafe mode for each video sensor. If the failsafe mode is enabled, all programmed presence detection outputs for the video sensor shall be turned on, thus placing constant calls to the controller. When failsafe mode is disabled, all outputs revert to normal on/off operations.

The video sensor shall continuously monitor the overall contrast in the video. If the overall contrast falls below a preset level (such as caused by dirty faceplate, severe glare, extreme fog, or temporary ice/snow on the faceplate), the sensor shall enable the failsafe mode. When sufficient contrast is restored in the video, the sensor will disable the failsafe mode.

The communications interface panel shall continuously monitor the connectivity status of the attached video sensors. If any video sensor goes offline due to either electrical failure or internal software failure, the communications interface panel shall enable the failsafe mode for that video sensor. If the video sensor comes back online, failsafe mode shall be disabled.

**Data Collection**

The video detection system shall automatically collect and store traffic flow data in non-volatile memory for later retrieval and analysis. No additional hardware or software shall be necessary. The data shall include:

- Vehicle counts.
- Vehicle average speeds.

The management software shall be able to retrieve collected data for a specified period of time or for all currently stored data and save into a standard CSV file.

**Operations Log**

The communications interface panel and each video sensor shall maintain a time-stamped operations log of routine and special events in non-volatile memory for later retrieval and analysis.

**Time Synchronization**

The video detection system and management software shall provide three methods to synchronize the time of day clocks in the communication interface panel and the video sensors, as follows:

- Manual time synchronization operation by the user, which sets the time to the current time on the laptop where the management software is running.
A configuration setting to allow the communications interface panel to automatically obtain time from the NEMA TS2 protocol on the SDLC channel and broadcast it to the video sensors.

A configuration setting to allow the communications interface panel to automatically obtain time from up to five Network Time Protocol (NTP) sources and broadcast it to the video sensors.

**Video Streaming**

In addition to the ability to view video streams in the management software, the user shall be able to view video from individual sensors or to view the quad-view from the communications interface panel using a third-party video player application on a tablet, smartphone or laptop computer.

**Video Detection System Hardware**

Equipment shall be an Econolite Autoscope Vision, or City Traffic Engineer approved equivalent prior to submitting bid.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Hardware</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Leg</td>
<td>1 Autoscope Vision (AVISION) white</td>
</tr>
<tr>
<td></td>
<td>1 Mounting Brackets (34238G24) – 28”</td>
</tr>
<tr>
<td></td>
<td>FT Econolite 3-wire only cable, 18 AWG, Polyethylene jacket Model 1175-010 for 500 feet. Model 1175-011 for 1000 feet.</td>
</tr>
<tr>
<td>Per Intersection</td>
<td>1 Autoscope Vision Comm Manager (AVCM)</td>
</tr>
<tr>
<td></td>
<td>1 SDLC cable</td>
</tr>
<tr>
<td></td>
<td><strong>Model 33550G5</strong> for Econolite ASC2/ASC3 OR McCain ATC EX NEMA (for majority of City of Sacramento configurations).</td>
</tr>
<tr>
<td></td>
<td>Model 33550G3 for TS2 Cabinet with SDLC Hub 15 pin to 15 pin</td>
</tr>
<tr>
<td></td>
<td>Model 33550G8 for TS1 Cabinet with 2070</td>
</tr>
<tr>
<td></td>
<td>Model 33274G2 for TS2 Cabinet without an SDLC Hub</td>
</tr>
<tr>
<td></td>
<td>1 Ethernet Cable RJ-45 connectors. (200-1020-501)</td>
</tr>
</tbody>
</table>
Three (3) years System warranty from of date of acceptance

For cabinets without SDLC hub or connections, a Vision I/O 24 Module shall be installed.

For Type R cabinet, the Autoscope Vision Comm Manager (AVCM) shall be mounted on a DIN rail attached to aluminum stock for support on the right side of the cabinet. The DIN rail and aluminum stock shall be mounted to the cabinet channel rails. The Contractor is responsible for making all connections per manufacturer recommendations.

**Installation**

Camera shall be placed to minimize occlusions of left turn lanes. Occlusions can be minimized by installing the camera on the signal mast arm, in line with the lane striping between the left turn lane and the through lanes. Cameras installed on signal mast arm shall use Econolite 28” extended camera mount. At intersections where the left and through movements go together as standard operation and lefts are not intended to turn separately, the camera can be mounted on a luminaire arm with standard camera mounting bracket.

Camera shall be aimed so that the area of detection is in the top half of the video image. The farthest edge of the detector shall be at the top of the image, and at least four (4) cars shall be visible behind the stopbar, in the top half of the video image. No horizon shall be allowed in the video image.

Video detection system installed in traffic signal cabinets with network switches installed or scheduled to be installed shall use NEMA TS2 connections to controller. Contractor shall work with the Econolite Representative and the City of Sacramento Traffic Signal Maintenance Shop to ensure that all channels are programmed and detection calls are being received by the controller.

Video detection system installed in traffic signal cabinets without network switches installed shall use NEMA TS1 and logic level connections to controller. Contractor shall work with the Econolite Representative and the City of Sacramento Traffic Signal Maintenance Shop to ensure that all channels are programmed and detection calls are being inputted into the controller.

All penetration through signal poles or masts shall use Hayco Liquid Tight Cordgrips or approved equal. Penetration of the mast arm.

**Software and Programming**

An Econolite Representative shall be onsite for the installation and configuration of the Video Detection System at no additional cost to the City. The system shall be programmed to provide
stopbar detection. All channels shall be configured per the City’s detector programming sheet and the Contractor and Econolite Representative shall work with City of Sacramento Traffic Signal Maintenance Shop to insure the detection calls are being inputted into the controller.

**General Aiming and Programming Notes for Video Detection**

1. No horizon shall be allowed in video.
2. Camera shall be aimed such that the farthest edge of the detector is at the top of the image. Four to Five cars shall be visible between the stopbar and the top of the video image.
3. The Camera shall be rotated so the stopbar is horizontal in the video image.
4. Detection Zone shall be approximately 65' long or 2 cars.
5. Maximum detectable width is 6 lanes and bike lane.
6. Detector labels shall include assigned phase number and assigned channel number.
7. The phase status shall be displayed.

**Technical Support & Warranty**

1. All hardware associated with the video detection system shall be warranted for a minimum of three years.
2. The vendor shall provide all firmware and software upgrades to the City of Sacramento free of charge during the warranty period of the product.
3. Technical support shall be free of charge during the warranty period of the product.
4. Vendor shall provide 24/7 technical support.
5. Vendor shall provide training in the operation, setup, and maintenance of the video detection system, at no additional cost to the city.

**WIRING**

Wiring shall be in accordance with Section 34-15 of the Standard Specifications, except for the following:

a. After taping, all splices shall be painted with an approved electrical coating that will resist oil, acids, alkalies, and adverse environmental conditions.

   a. Pull ropes used to pull conductors in conduit shall be a minimum of three-eighths inch (3/8") in diameter.

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4. **RAILROAD RELATIONS AND INSURANCE**

4.1. **GENERAL**

The term "Railroad" shall mean the Union Pacific Railroad Company. It is expected that the Florin Road Pavement Rehabilitation 5/24/2023
Railroad will cooperate with the Contractor to the end that the work may be handled in an efficient manner. However, except for the additional compensation provided for hereinafter for delays in completion of specific unit of work to be performed by the Railroad, and except as provided in Public Contracts Code Section 7102, the Contractor shall have no claim for damages, extension of time, or extra compensation in the event his work is held up by work performed by the Railroad. The Contractor's right to enter Railroad's property is subject to the absolute right of Railroad to cause the Contractor's work on Railroad's property to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's property, employees, and operations. The Contractor shall sign and submit to the Railroad the Contractor's Endorsement, in the form attached hereto.

4.2. RAILROAD REQUIREMENTS
The Contractor shall notify Trevor Taylor, Public Project Representative (for UPRR), at 916-245-2517, and the Resident Engineer, in writing, at least 14 working days before performing any work on, or adjacent to the property or tracks of the Railroad.

The Contractor shall cooperate with the Railroad where work is over or under the tracks, or within the limits of Railroad property, to expedite the work and avoid interference with the operation of railroad equipment.

The Contractor shall comply with the rules and regulations of Railroad or the instructions of its representatives in relation to protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction.

The Contractor shall perform work to not endanger or interfere with the safe operation of the tracks and property of Railroad and traffic moving on such tracks, as well as wires, signals and other property of Railroad, its tenants or licensees, at or in the vicinity of the work.

The Contractor shall take protective measures to keep railroad facilities, including track ballast, free of sand or debris resulting from his operations. Damage to railroad facilities resulting from Contractor's operations will be repaired or replaced by Railroad and the cost of such repairs or replacement shall be deducted from the Contractor's progress and final pay estimates.

The Contractor shall contact the Railroad's "Call Before You Dig" at least 48 hours prior to commencing work, at 1-800-336-9193 (a 24 hour number) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near railroad property, the Contractor will coordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad Property.

The Contractor shall not pile or store any materials nor park any equipment closer than 25'-0" to the centerline of the nearest track, unless directed by Railroad's representative.

The Contractor shall also abide by the following temporary clearances during the course of construction:

12'-0" horizontally from centerline of track
21'-0" vertically above top of rail

Private crossings at grade over tracks of Railroad for the purpose of hauling earth, rock, paving
or other materials will not be permitted

Under-track pipeline installations shall be constructed in accordance with Railroad’s current standards, which may be obtained from Railroad. The general guidelines are as follows:

Edges of jacking or boring pit excavations shall be a minimum of 25 feet from the centerline of the nearest track. Flagmen are not required if the jacking pit is 25’ or greater from the centerline of track.

If the pipe to be installed under the track is 4 inches in diameter or less, the top of the pipe shall be at least 42 inches below base of rail.

If the pipe diameter is greater than 4 inches in diameter, it shall be encased and the top of the steel pipe casing shall be at least 66 inches below base of rail.

Installation of pipe or conduit under Railroad’s tracks shall be done by dry bore and jack method.

Hydraulic jacking or boring will not be permitted. Care is to be exercised so as not to damage any underground facilities of Railroad.

4.3. PROTECTION OF RAILROAD FACILITIES

Upon advance notification of not less than 14 working days by the Contractor, Railroad representatives, conductors, flagmen or watchmen will be provided by Railroad to protect its facilities, property and movements of its trains or engines. At the time of notification, the Contractor shall provide Railroad with a schedule of dates that flagging services will be needed, as well as times, if outside normal working hours. Subsequent deviation from the schedule shall require 14 working days advance notice from the first affected date. The Railroad will furnish such personnel or other protective devices:

a) When any part of any equipment is standing or being operated within 25 feet, measured horizontally, from centerline of any track on which trains may operate, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.

b) For any excavation below elevation of track subgrade if, in the opinion of Railroad’s representative, track or other Railroad facilities may be subject to settlement or movement.

c) During any clearing, grubbing, or grading in proximity to Railroad which, in the opinion of Railroad’s representative, may endanger Railroad facilities or operations.

d) During any of Contractor's operations when, in the opinion of Railroad's representatives, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

4.4. FLAGGING

The cost of flagging provided by the Railroad during the period of constructing that portion of the project located on or near Railroad property, as deemed necessary for the protection of Railroad's facilities and trains.. For payment see bid item for UPRR Flagging.

4.5. WORK BY RAILROAD

Railroad will furnish or cause to be furnished as necessary due to construction, labor materials,
tools and equipment to perform certain works including relocation of telephone, telegraphy and signal lines and appurtenances and will perform any other work in connection therewith.

The crossing panels, railroad signal equipment and any work performed on the railroad track will be performed by the railroad forces. The contractor shall coordinate these activities to be done during the demolition and removal phase of the project.

4.6. DELAYS DUE TO WORK BY RAILROAD

No delay due to work by the Railroad is anticipated.

If delay of work in the area delays the current controlling operation, the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the State Standard Specifications.

4.7. RAILROAD PROTECTIVE INSURANCE

In addition to any other form of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the kinds and in the amounts hereinafter specified.

Such insurance shall be approved by the Railroad before any work is performed on Railroad's property and shall be carried until all work required to be performed on or adjacent to the Railroad's property under the terms of the contract is satisfactorily completed as determined by the Engineer, and thereafter until all tools, equipment and materials have been removed from Railroad's property and such property is left in a clean and presentable condition.

The insurance herein required shall be obtained by the Contractor, who shall furnish the Railroad with completed certificates, in the form attached hereto, signed by the insurance company or its authorized agent or representative, reflecting the existence of each of the policies required by 1 and 2 below including coverage for X, C and U and completed operations hazards, and the original policy of insurance (or a certified duplicate original policy) required by 3 below, to:

Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
Attn: Senior Manager Contracts

*Note UPRR Right of Entry Folder No. is to be included with insurance policy

Certificate of insurance shall guarantee that the policy under 1 and 2 will not be amended, altered, modified or canceled insofar as the coverage contemplated hereunder is concerned, without at least thirty (30) days notice mailed by registered mail to the Railroad.

Full compensation for all premiums which the Contractor is required to pay on all the insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.
4.8. CONTRACTOR'S LIABILITY INSURANCE
The Contractor shall, with respect to the operations he performs within or adjacent to Railroad's property, carry regular Contractor's Public Liability and Property Damage Liability Insurance providing for the same limits as specified for Railroad's Protective Public Liability and Property Damage Liability insurance to be furnished for and in behalf of Railroad as hereinafter provided.

If any part of the work within or adjacent to Railroad's property is subcontracted, the Contractor in addition to carrying the above insurance shall provide the above insurance on behalf of the subcontractors to cover their operations.

4.9. CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE
The Contractor shall, with respect to the operations performed for him by subcontractors who do work within or adjacent to Railroad's property, carry in his own behalf regular Contractor's Protective Public Liability and Property Damage Liability Insurance providing for the same limits as specified for Railroad's Protective Public Liability and Property Damage Liability Insurance to be furnished for and on behalf of Railroad as hereinafter provided. 12-1.10

4.10. RAILROAD'S PROTECTIVE LIABILITY INSURANCE
The Contractor shall, with respect to the operations he performs within or adjacent to Railroad's property or that of any of his subcontractors who do work within or adjacent to Railroad's property perform, have issued and furnished in favor of Railroad, Policy or policies of insurance in the Railroad Protective Liability Form as hereinafter specified.
APPENDIX A

Labor Compliance Requirements for This Project

By submitting a bid for this project, you are agreeing to comply with the City’s Labor Compliance Program
LABOR COMPLIANCE REQUIREMENTS

A summary of the labor compliance requirements will be presented at the pre-construction meeting. However, please read the attached documents relating to the labor compliance requirements and expectations for this project. You will be required to sign the labor compliance acknowledgment at the pre-construction meeting if you are awarded the project. For any questions regarding these requirements, please contact Jose R. Ledesma at jledesma@cityofsacramento.org, or Raquel Rich at rrich@cityofsacramento.org.

Each contractor and subcontractor (at all levels/tiers) is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by, the City of Sacramento.

Electronic submittal will be through a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Sacramento reporting system, currently LCPTTracker.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor’s payroll and accounting software may be capable of generating a ‘comma delimited file’ that will interface with the software. If the ‘comma delimited file’ option does not work, it is still the responsibility of the contractor and subcontractors to manually enter their data into LCPTTracker, meeting the required deadlines for those documents.

This requirement ‘flows down’ to every lower-tier subcontractor and vendor required to provide labor compliance documentation.
City of Sacramento
Labor Compliance

Introduction

Contractors who are awarded contracts on City of Sacramento public works projects are subject to State and Federal Laws and regulations governing the payment and reporting of wages, the use of apprentices, and other applicable labor standards provisions. The City of Sacramento monitors prime contractors’ and subcontractors’ compliance with labor standards by collecting certified payroll records; conducting on-site interviews of works at the construction sites; when appropriate, audits of contractors’ records; and engaging in other activities, as necessary, to ensure labor compliance. Labor Compliance officers make preconstruction presentations to inform contractors of their obligations to comply with labor standards provisions.
Labor Compliance Requirements
(Prevailing Wage, SB 854 Etc.)

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR’s public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor’s current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor’s bid.

SB 854 – Important Information for Contractors

- **No contractor or subcontractor** may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) **unless registered** with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- The prime contractor must post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU (Compliance Monitoring Unit.).

**Essentials of public works contractor registration program:**

- Contractors will be subject to a registration and annual renewal fee that has been set initially at $300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects.
- Must have workers’ compensation coverage for any employees and only use subcontractors who are registered public works contractors.
- Must have Contractors State License Board license if applicable to trade.
- Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
- Must not be under federal or state debarment.
- Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

Additionally, **all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner** (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement can be found on the following link at [http://www.dir.ca.gov/Public-Works/SB854.html](http://www.dir.ca.gov/Public-Works/SB854.html) *(also for all SB854 related information)*.

**Prevailing Wage Requirements (except from Sacramento City Code 3.60.180)**

Every contract for any construction project, as defined in Section 1782 of the California Labor Code, to be performed within the state at the expense of the city, or paid out of city moneys, whether such work be performed directly under contract award, or indirectly by or under subcontract, sub partnership, day labor, station work, piece work, or by any other arrangement whatsoever, must provide, in addition to other provisions required by law, that any person performing labor in the state in execution of such contracts, subcontract, sub partnership, day labor, station labor, piece work or any other arrangement shall be paid not less than the general prevailing rate of wages in private employment for similar work in the city, provided, however, that the foregoing provisions as to payment of the general prevailing rate of wages shall not apply to: (a) contracts for any construction project originally awarded or executed in an amount of twenty-five thousand dollars ($25,000.00) or less; (b) contracts for any alteration, demolition, repair, or maintenance work originally awarded or executed in an amount of fifteen thousand dollars ($15,000) or less; (c) materials for which no manufacturing plant exists in the city; or (d) standard materials or commodities carried in stock by dealers or manufacturers generally.

The general prevailing rate of wages shall be the general prevailing rate of wages for the area in which the city is located as determined by the director of the Department of Industrial Relations pursuant to Labor Code Section 1773. Every contract for which the payment of the general prevailing rate of wages is required shall provide that the determination of the director of the Department of Industrial Relations in force at the time the notice to bidders is published with respect to the general prevailing rate of wages in private employment in the city for similar work shall be binding upon the parties any contract awarded as a result of such notice.

For more details, please refer to the applicable statutes and regulations regarding the payment of prevailing wages and General Prevailing Wage Determination(s) including the footnotes. Such information is available on the Department of Industrial Relations' website at [http://www.dir.ca.gov/](http://www.dir.ca.gov/). Frequently asked questions can be found on the following link at [http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html).

**These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.**

Please refer to [http://www.dir.ca.gov/](http://www.dir.ca.gov/) for general requirements by DIR (Department of Industrial Relations in the State of California).

For additional information about public works requirements, please visit the public works section at [http://www.dir.ca.gov/Public-Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html).
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City of SACRAMENTO
STATE WAGE DETERMINATION

Website:
The State Wage Determination can be found on-line by accessing the following web site:
http://www.dir.ca.gov/OPRL/pwd/

For additional information you may contact:

Division of Labor Statistics and Research (DLSR) (415) 703-4774

The State Wage Determinations list the basic crafts, (operating engineers, carpenters, laborers, etc.) by location; most sub trades (electricians, plumbers, etc.) are by county (In the event of multiple funding sources, a comparison of the state and federal determination must be made and the higher wage rate must be applied)

Our office will be glad to send you a copy of the wage determination, direct you to the appropriate website or answer any questions you may have. You may contact any of the compliance staff member's by referring to the previous contacts page.

Issue Date:
The State Wage Determinations are published twice a year; February 22 and August 22, to reflect updated wage increases incurred. Please be cognizant that increase dates do vary.

Single Asterisk * (Good for life of project)

Example: Expiration Date of Determination: June 27, 2008*

* Effective until superseded by new determination issued by the Director of Industrial Relations. Contact Division of Labor Statistics and Research (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.

Double Asterisks ** (Indicates expiration date & a wage or fringe benefit increase) Example: Expiration Date of Determination: June 30, 2009**

** The rate to be paid for work performed after this date has been determined. If work will extend past this expiration date, the new rate must be paid and should be incorporated in contracts entered into now. Contact Division of Labor Statistics and Research (415) 703-4774.

FEDERAL WAGE DETERMINATION

Website
The Federal Wage Determination can be found on-line by accessing the following web site:
http://www.wdol.gov

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (which are determined by the US Department of Labor) to all workers employed in the execution of the contract on federally funded construction projects. (In the event of multiple funding sources, a comparison of the state and federal determination must be made and the higher wage rate must be applied).

Applicable Federal Wage Determinations are included in the bid package.

Our office will be glad to assist you or answer any questions you may have. You may contact any of the compliance staff member's by referring to the contact information provided.

Publication Date
There is no set date that the Federal Wage Determination is published; it is modified as needed.

Good for the Life of the Project
The applicable Federal Wage Determination is good for the life of the project.

On-Site Posting Required

All contractors must post a copy of the applicable State and/or Federal Wage Determination.
Apprentices on Public Work Projects

Summary of Requirements

California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information
2. Employ registered apprentices
3. Make training fund contributions

Submit contract award information:

If you are a contractor already approved to train apprentices (a member of a DAS recognized Apprenticeship Committee)

"Contractors who are already approved to train apprentices must provide contract award information to the apprenticeship committee for each applicable apprentice-able craft or trade that has approved the contractor in the area of the site of the public works project." The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. You may use form DAS 140 for this purpose. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

If you are not already approved to train by an Apprenticeship Committee

Contractors not already approved to train apprentices must submit Contract Award Information (DAS 140) to every apprenticeship program in the geographic area of the public works project, for each craft you intend to employ on the project. You can determine which apprenticeship programs are approved in specific geographic locations by clicking on the following link http://www.dir.ca.gov/databases/das/pwaddrstart.asp

The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

Employ registered apprentices:

A contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. Title 8 California Code of Regulations, Section 230.1, for each separate craft at the end of a project. Please check the DAS Important notices to determine if any exemptions exist for your craft or trade. http://www.dir.ca.gov/DAS/PublicWorksForms.htm

All contractors must request dispatch of an apprentice from an apprenticeship program (for each apprentice-able craft or trade) by giving the program actual notice of at least 72 hours (excluding Saturdays, Sundays and Holidays) before the date on which apprentices are required. A DAS 142 form is provided for this purpose. All requests for dispatch must be in writing and sent by first class mail, fax or email.

Contractors who do not receive a sufficient number of apprentices from their initial request, must request dispatch apprentices from all other apprenticeship committees, if more than one exists in the area of the public works project. To determine which apprenticeship programs are approved for your craft or trade in a specific geographic location click the following link http://www.dir.ca.gov/databases/das/pwaddrstart.asp
Ratios:

How many apprentices must I employ on a Public Works project?
At the end of the project, your straight time apprentice hours must equal a total of 1 hour for every 5 straight time journeyman hours for each separate craft. For example, if you have a total of 100 journeyman hours at the end of the project, you would need 20 apprentice hours in that same craft.

Can I mix and match crafts to reach the minimum ratio?
No. The minimum ratio requirement is per each individual craft and only includes straight time hours.

Do overtime hours count toward the minimum ratio?
No, only straight time hours count. Be careful not to confuse premium pay with overtime pay.

What is the maximum number of apprentices I can use on a Public Works Project?
It depends on which box you have checked on your DAS 140. If you checked box 1 or 2 and fall under the regulations set forth in a specific program’s standards, then you are allowed to use the maximum ratio set forth in those Standards. If you have checked box 3 and agreed to be governed by the regulations set forth by the California Apprenticeship Council then the minimum and maximum ratio is the same: 1 apprentice hour for every 5 journeyman hours totaled at the end of the project.

I am a contractor who is approved to train by an approved program and am covered by their Standards, or I am a contractor who has agreed to be covered by a program’s Standards for a single project. How do I know what the Standards allow for that program’s maximum apprentice ratios?
You can ask the program for a copy of their Standards or a copy of the language in Article XV which covers ratios. Or you can call the DAS office nearest the location for that program and request the same.

Make Training Fund Contributions:

Contractors who are awarded public works jobs must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices. This nominal fee contributes to the assurance that new apprentices coming into the craft will be guaranteed the highest level of training and as skilled craftsmen retire, the trade will survive.

Contractors who contribute to an apprenticeship program are entitled to a full credit in the amount of those contributions. Contractors who do not contribute to an apprenticeship program must submit their contributions to the California Apprenticeship Council, P. O. Box 511283, Los Angeles, California 90051-7838.

Training fund contributions to the Council are due and payable on the 15th day of the month for work performed during the preceding month. The contribution should be paid by check and be accompanied by a completed training fund contribution form or a letter containing the following information:

1. The name, address and telephone number of the contractor making the contribution.
2. The contractor’s license number.
3. The name and address of the public agency that awarded the contract.
4. The jobsite location, including the county where the work was performed.
5. The contract or project number.
6. The time period covered by the enclosed contributions.
7. The contribution rate and total hours worked by apprenticeable occupation.
8. The name of the program(s) that provide apprentices, if any.
9. The number of apprentice hours worked, by apprenticeable occupation and by program.

Subject to change for most recent documentation please click on the following link:
http://www.dir.ca.gov/das_DASApprenticesOnPublicWorksSummaryOfRequirements.htm
Are you exempt?

What are the instances in which a contractor on a public works project is considered exempt from the requirements of LC 1777.5?

1. Labor Code 1777.5 does not apply to general contractors whose contract is under $30,000.
2. When the craft or trade is not apprenticeable.
3. When the contractor holds a sole proprietor license and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
4. When the project is a federal project and the funding of the project does not contain any city, county, and/or state monies unless the project is administered by a state agency in which case the apprenticeship requirements apply.
5. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

What if I am exempt from the requirements of California Labor Code Section 1777.5 as my situation falls under one of the exemptions listed above? Do I still have to provide a “Notice of Contract Award” (DAS 140 form) to the applicable program?

You do not have to submit a “Notice of Contract Award”. However, for purposes of letting the applicable program know of your exemption, you may, nevertheless, want to provide the form to the applicable program so they are aware of your exemption.

If I have an Individual Contractor Exemption granted by the Chief of DAS per Labor Code § 1777.5 (j), or § 1777.5(k), do I still need to send a DAS 140 to the appropriate programs?

Yes, you still need to submit a Notice of Contract Award Information (DAS 140) to the appropriate Program Committees. The Individual Contractor Exemptions and Program Committee exemptions pertain to the ratio of apprentices on a public works project and do not eliminate the DAS 140 requirement.

I am a small subcontractor and my job will take less than 40 hours. Am I exempt from hiring apprentices?

No, you must still submit a DAS 140 and 142. However, you may request apprentices in less than 8 hour increments. Important Notice: see changes in Code of Regulations section 230.1, regarding the employment of apprentices on Public Works.

What is a registered apprentice?

An apprentice is someone who has signed an agreement with an employer, an approved apprenticeship program or program sponsor, and whose agreement is registered with the Division of Apprenticeship Standards (DAS). Only an approved apprenticeship program can provide a contractor with a registered apprentice on public works projects.

Do programs that provide apprentices for public works projects provide workers compensation benefits for the apprentice they send out to jobs or is the responsibility of the contractor and/or subcontractor?

This responsibility lies with the contractor and/or subcontractor.

How can I find the names of the applicable approved apprenticeship programs/committees?

1. Contact the DAS District office whose assigned geographic areas of responsibility cover the county/ies in which the public works project is located.
2. Visit our interactive website

As a contractor who has been awarded a public works contract, and has my own employees, am I still required hiring registered apprentices?

Yes. Important Notice: see changes in Code of Regulations sections 230.1, regarding the employment of apprentices on Public Works.

I am a non-union contractor. Am I required to hire an apprentice?
Yes, you must request dispatch from all approved programs in the geographic area of the project.

**Can I employ my friend, family, or my own employee who is still beginning to learn a particular trade, as an apprentice?**

No. The law requires that you employ only apprentices who are registered with an approved program. However, if your friend or your employee is a registered apprentice, and has been dispatched to you by an approved apprenticeship program, yes you can.

**What happens if I employed my friend who is not a registered apprentice and I paid him the journeyman rate?**

You may employ your friend and pay him journey wages but this does not affect the apprenticeship requirements.

**What are the benefits and advantages to hiring a registered apprentice?**

The benefits of hiring an apprentice registered in a state approved program are:

1. Lower pay rate than the journeyman pay rate.
2. Elimination of recruitment programs for workers who are already trained.
3. Creates a diversified and flexible workforce and larger pool of employees with specific skills.
4. Increases productivity; employees in a structured training program are motivated to achieve.
EMPLOYMENT OF APPRENTICES

A. Bidder is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by a Contractor and any subcontractor performing a public works Contract.

1. Labor Code section 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprentice-able occupation to apply to the joint apprenticeship committee in the area of the site of the public works project and which administers the apprenticeship program for a certificate of approval. Contractor or subcontractor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen and contributions to funds to administer apprenticeship programs shall be determined by Section 1777.5 and the responsibility for compliance with that section for all apprentice-able occupations shall be with the General Contractor.

2. Labor Code section 1777.5 does not apply to Contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or Prime Contractor, when the contracts of general contractors or those specialty contractors, involve less than Thirty Thousand Dollars ($30,000). This is the sum of the total contract amount not the individual contracts that are held between a prime contractor and their sub tiers. A contractor who willfully violates Labor Code section 1777.5 shall be denied the right to bid on or receive a public works contract for a period of up to one (1) year for the first violation, and for a period up to three (3) years for the second and subsequent violations, from the date the determination of noncompliance made by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council. Contractor shall also be subject to the payment of the civil penalty as provided in Labor Code section 1777.7. Interpretation and enforcement of said Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

This information is provided as a guide. If there are any discrepancies between the language in this handbook and the specifications in the bid package for this project, the bid package shall prevail.

For the most up to date and current apprenticeship information refer to the DIR website.
# All Current and Apprenticeable Trades/Crafts Within Sacramento County

<table>
<thead>
<tr>
<th>Craft/Title</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Asbestos Worker, Heat and Frost Insulator</td>
<td>Parking and Highway Improvement (Striper)</td>
</tr>
<tr>
<td>Boilermaker-Blacksmith</td>
<td>Painter</td>
</tr>
<tr>
<td>Bricklayer, Stonemason</td>
<td>Plasterer</td>
</tr>
<tr>
<td>Carpenter - All Related Trades</td>
<td>Plaster Tender</td>
</tr>
<tr>
<td>Carpet, Linoleum and Resilient Floor Layer</td>
<td>Roofer</td>
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<tr>
<td>Cement Mason</td>
<td>Landscape/Irrigation Fitter</td>
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<tr>
<td>Drywall Installer/Lather (Carpenter)</td>
<td>Sprinkler Fitter (Fire Protection/Fire Control)</td>
</tr>
<tr>
<td>Drywall Finisher (Painter)</td>
<td>Pile Driver Operating Engineer</td>
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<tr>
<td>Electrician, Inside Wireman</td>
<td>Pile Driver (Carpenter)</td>
</tr>
<tr>
<td>Electrical Utility Lineman</td>
<td>Parking and Highway Improvement Painter</td>
</tr>
<tr>
<td>Elevator Constructor</td>
<td>Plumber/Steamfitter</td>
</tr>
<tr>
<td>Field Surveyor Chainman/Rodman</td>
<td>Pipefitter</td>
</tr>
<tr>
<td>Chief of Party</td>
<td>Underground/Utility Pipefitter</td>
</tr>
<tr>
<td>Glazer</td>
<td>Metal Roofing System Installer</td>
</tr>
<tr>
<td>Electrician (Comm &amp; System Installer)</td>
<td>Sheet Metal Worker</td>
</tr>
<tr>
<td>Electrician (Comm &amp; System Tech. Cable Splicer)</td>
<td>Stator Re-winder</td>
</tr>
<tr>
<td>Iron Worker</td>
<td>Terrazzo Finisher</td>
</tr>
<tr>
<td>Laborer</td>
<td>Terrazzo Worker</td>
</tr>
<tr>
<td>Marble Finisher/Marble Mason/Marble Setter</td>
<td>Tile Setter</td>
</tr>
<tr>
<td>Millwright</td>
<td>Tile Finisher</td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>Steel Erector &amp; Fabricator</td>
</tr>
<tr>
<td>Operating Engineer (Dredger)</td>
<td>Tunnel/Underground (Operating Engineer)</td>
</tr>
<tr>
<td>Building Construction Inspector</td>
<td>Tunnel Worker (Laborer)</td>
</tr>
<tr>
<td>Operating Engineer (Landscape Construction)</td>
<td>Parking &amp; Highway Improvement (Striper-Laborer)</td>
</tr>
<tr>
<td>Pointer, Caulker and Cleaner</td>
<td>Bricktender</td>
</tr>
<tr>
<td>Acoustical Installer (Carpenter)</td>
<td>Scaffolding and Shoring Erector (Carpenter)</td>
</tr>
<tr>
<td>Hardwood Floor Layer (Carpenter)</td>
<td>Shingler (Carpenter)</td>
</tr>
<tr>
<td>Insulation Installer (Carpenter)</td>
<td>Communications &amp; System Installer</td>
</tr>
<tr>
<td>Field Surveyor Instrument man</td>
<td>Taper</td>
</tr>
<tr>
<td>Roofer</td>
<td>Metal Deck and Siding</td>
</tr>
</tbody>
</table>

If using any of the listed crafts you will be required to request an apprentice and play into the apprentice-able craft training program that is applicable.

*This list is subject to change*

The website to see the latest list of apprenticeable trades is:
http://www.dir.ca.gov/oprl/pwappwage/ PWAppWageStart.asp
APPRENTICESHIP COMMITTEES FOR SACRAMENTO COUNTY

Please visit: http://www.dir.ca.gov/databases/das/aigstart.asp to verify the committee for your specific trade.

(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research available apprenticeship programs by selecting a specific county and an occupation group)
CAC Training Fund Contributions

Payment of Training Fund Contributions **must be sent to the California Apprenticeship Council (CAC)** if the contractor is **not signatory to an apprenticeship committee**. The CAC will then distribute the funds to the proper apprenticeship committees. However, the **CAC IS NOT AN APPRENTICESHIP COMMITTEE** and will not accept the DAS140 or DAS142 forms.

**California Apprenticeship Council (CAC)**

P.O. Box 511283
Los Angeles, CA 90051-7838

**Overnight payments should be sent to:**

California Apprenticeship Council (CAC)
455 Golden Gate Avenue, 9th floor
San Francisco, California 94102

(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research available apprenticeship programs by selecting a specific county and an occupation group)
CAC: Public works training fund contributions

Division of Apprenticeship Standards (DAS)

Training Fund Search

This search function allows awarding agencies, labor and contract compliance organizations, contractors, and other interested parties to view and print a specific contractor’s Training Fund contribution paid to the California Apprenticeship Council for the previous 24 months. The payment of the training funds is regulated by California Labor Code 1777.5(m)(1).

Please enter the contractor’s license number to begin search.

If you do not know the contractor’s license number you may search for it at this site: www.cslb.ca.gov

For employers without a Contractor’s license you may look up the id number that was assigned

If you have any comments, questions or suggestions please send them to trainingfund@dir.ca.gov
PRE CONSTRUCTION DOCUMENTS
NOTICE TO PROCEED
Project # PROJECT NUMBER
PROJECT NAME

DATE

PRIME NAME
PRIME ADDRESS
PRIME CITY, STATE, ZIP

Notice is hereby given you are authorized to commence work on the above referenced project on DATE. You are legally required to begin work within fifteen (15) working days of this date. The entire work on the project must be completed within SPELLED OUT NUMBER OF DAYS (NUMERICAL NUMBER OF DAYS) working days from the date of this notice. Forty eight hours prior to starting work, please notify the Project Manager, PM NAME at (916) 808-EXT or PM EMAIL@cityofsacramento.org. Please address all correspondence to:

City of Sacramento
DEPARTMENT NAME
DEPARTMENT ADDRESS
DEPARTMENT CITY, STATE ZIP
Attn: PM NAME

Please reference City Project # PROJECT NUMBER in all billing correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the "Partnering Concept" of open communication and cooperative construction. In that spirit, please do not hesitate to contact me at (916) 808-CONTRACT & COMP EXT or CONTRACT & COMP EMAIL@cityofsacramento.org if I can be of any assistance.

Respectfully,

Receipt Acknowledge,

__________________________________________
CONTRACT & COMP NAME Date
Contracts & Compliance Specialist

__________________________________________
Signature Date

Cc: CONTRACT & COMP NAME, ACCOUNTING NAME, PM NAME
Labor Compliance Requirements

DATE: 
JOB: 
PROJECT: 

Contract Administrator: 
Labor Compliance Officer: 
Project Manager: 
Inspector: 
Prime Contractor: 

In accordance to City of Sacramento Ordinance Section 360.180 the following is to comply with the City of Sacramento prevailing wage provision and contract provisions.

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. Owner Operators are not exempt from this requirement (LC § 1771, LC §1774). Current Prevailing Wage Rates can be accessed at http://www.dir.ca.gov/dlsr/pwd. NOTE: The first bid advertisement date of the project determines the applicable wage for this project. Please check your bid advertisement date to make sure you are using the correct determination. Superseded prevailing wage determinations can be obtained at http://www.dir.ca.gov/opri/main.htm. Prevailing wage rates and rate changes are to be posted at the job site for workers to view.

If Federal Funded: Davis/Bacon prevailing wage rates apply, unless State prevailing wage rates are required.

Prevailing Wage Requirements

☐ All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: Labor Code 1774

☐ Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of $25 per day per worker. References: Labor Code 1810-1815

☐ Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.

☐ When required shift differential rates must be paid for classifications which include a shift determination.

☐ State Prevailing Wage Determinations
  * Single asterisk indicates that this wage determination can be used for the life of the contract.
  **Double asterisk indicates that this wage determination includes predetermined increases.

☐ Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.
The contractor must make applicable travel and subsistence payments in accordance with information on file with the Department of Industrial Relations (DIR) for classifications utilized. Call the Prevailing Wage Unit at (415) 703-4774 or available at: (415) 703-4774 or available at: http://www.dir.ca.gov/dlsr/PWD/index.htm Reference: Labor Code 1773.1

Contractors violating prevailing wage requirements are subject to a penalty of up to $200 per day per worker, paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. References: Labor Code 1775 and 1742.1

Apprentices

All requirements of the State Labor Code, Section 1777.5 apply including the following:
(This is for all contracts, work or task orders executed that are over $30,000)

Submit Division of Industrial Relations form DAS-140, Public Works Contract Award Information, to the applicable apprenticeship committee prior to start of work. This form must be uploaded into LCPtracker with proof of service included. The form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm

Submit Division of Industrial Relations form DAS-142 - Request for Dispatch of Apprentices (Prime and Sub-Contractors.) This form must be uploaded into LCPtracker with proof of service included. The form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm or under the c-Documents tab in LCPtracker.net

Training fees MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement. CAC-2 Form and are due monthly by the 15th.

Training Fund Contribution Letter -are due monthly by Prime and Sub-Contractors.
(If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPtracker.net)

Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.

Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. The apprentice certificate is to be uploaded into LCPtracker prior to approval. References: Labor Code 1777.5; Contract Provision

Complaints or violations regarding apprentice ratios will be referred to DAS. Reference: CCR 16434

Certified Payroll Records

- Certified Payroll Reports (CPR) Input into LCPtracker.net and delivered to the DIR as of April 1, 2015. The CPR's for the prime contractor and all sub-contractors must now be reported to the City of Sacramento and the State of California. CPR's are due within ten (10) days of pay period end date. CPR's shall contain the same information for compliance with LC § 1776. Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPtracker.net under edocs) Reminder: wage increase for Master Agreements usually occurs on 06/15 and 06/29 or 06/30.
• **Negative Payroll Report** *Due within ten (10) days of pay period end date* if there is five (5) or more consecutive non-work days within any single pay period.

• **Fringe Benefit Statement:** *Form 420 (Located on LCPTacker.net under edocs)* Paid in cash or contributions to plans/programs are *due with first certified payroll report and anytime the fringe benefits change.* Please breakdown all fringes paid to employee and to what program they are being paid to. Documentation that the amount stated on the fringe benefit statement is being paid on the employees behalf may be requested for validation. If fringes are paid in cash please list a breakdown of those cash amounts.

• **Other Deductions** – Need to be detailed on the CPR and must be expressly authorized in writing by the employee or collective bargaining agreement. A form signed by the employee is uploaded into LCPTacker.net. If the employer does not have a form there is one available in the eDocuments tab on LCPTacker.net

**Listing of Subcontractors**

Contractors and subcontractors are required to list all suppliers and subcontractors hired to perform work on a public works project (in accordance to contract standard specification).

*No contractor or subcontractor* may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) *unless registered* with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work in excess of one-half of one percent of the total bid amount or $10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. The prime must use those subs as listed at bid time unless a *written substitution is requested and approved in writing* by the Contracts Specialist and Project Manager *before* substitution. References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work

- **Subcontracting Request**, Prime Contractor update the Form 300 (List of Subcontractors & Suppliers) before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.

- The **prime contractor** is responsible for work performed and that *all compliance* is met by subcontractors and owner-operators. The Contractor shall perform with its own organization and with the assistance of workers under its immediate superintendence, work of a value not less than twenty percent (20%) of the value of all work in the contract.

- Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board. Reference: Public Contract Code 4110-4111

**List of Subcontractors & Suppliers: Form 300 (Located on LCPTacker.net under edocs)**

Per Government Section 4100 et seq; prohibition against unfair competition Business & Professions Code Section 17200-17208, you must list suppliers and the amount of their product(s). Form is due within ten (10) days of pre-construction meeting.

**Pay Requests**

The Labor Compliance Officer shall notify the contractor and the Project Manager of noncompliance and labor issues prior to pay requests approval. Advance notice of submission to the Compliance Officer is appreciated. You must submit a current schedule of values with each pay request and you must have all labor compliance requirements met before submitting a pay request. Failure to meet the labor compliance requirements will result in your pay request being denied and returned to you for full
compliance. Pay request must be submitted to the inspector for his/her review first. The inspector will then forward the request to the Project Manager and the Labor Compliance Officer for their review. Pursuant to Labor Code Section 1776, the City of Sacramento will impose penalties of $100 per day per worker for each day the documentation that is requested is considered late (beyond the 10 days from when notice is given), even if the information you eventually submit is found to be correct. This information is to be uploaded into LCPtracker.net. If you have been asked to make any corrections to the documents submitted, we ask that you make the requested corrections and re-upload the corrected document into LCPtracker as soon as possible. As progress payments may be delayed while these items are outstanding, it would be in your best interest to see that these documents are provided as soon as possible.

**Completion of Project**

- **Contractor Notification of Completion:** Form 264 must be submitted into LCP Tracker, due upon completion of all punch list items established during final job walk.

All of these forms discussed in this document are located on LCPTacker.net under the eDocuments tab.

In accordance with city policy and contract documents the undersigned contractor herein certifies that it will comply with the foregoing prevailing wage requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

______________________________  ________________________________  ________________________________
Contractor Signature  Title  Date
Start-Up Documents Due Prior to Start of Construction:

1. **Certification Statement of Contractor:**
   a) If there is any contractor working as an "Independent Contractor", "Owner-Operator", "Sole Proprietor" or "Leased Worker" the certification form must be filled out.
   b) The original is to be submitted prior to, or concurrent with, the first payroll in which the Independent Contractor, Owner-Operator, Sole Proprietor or Leased Worker commences work.

2. **Authorization Letter for Signing Certified Payroll**
   a) To be signed by **company officer or owner** and uploaded into LCPtracker prior to the first Certified Payroll Report.
   b) This document lets the Labor Compliance Department know whom is authorized to sign certify payroll reports and other documents on behalf of the Contractor.

3. **FORM 300 List of all Subcontractors and Suppliers:**
   a) To be filled out and uploaded within 10 days of the preconstruction meeting and prior to the first Certified Payroll Report.
   b) This document lets the Labor Compliance Department know who will be working on this project. This is checked against initial form that was submitted with bid documents. If there are any changes during the life of the construction projected this form is to be updated and the Labor Compliance Officer is to be made aware of changes.
   c) This form is to be filled out by all Subcontractors and their lower level subs and uploaded into LCPtracker.

4. **Checklist of Labor Law Requirements:**
   a) To be filled out and signed by the contractor and all sub tier contractors **prior** to start of their work on the construction project. Please check all boxes that apply.

5. **Fringe Benefit Statement:**
   a) Asterisk or note any form of benefits that are included in the payroll reports should be listed out as an "hourly" rate of pay for each trade used.
   b) If fringe payments are made directly to the employee in lieu of fringes please note "paid in cash" under the applicable fringe payment and breakdown the hourly rate that is paid to the employee in cash.
   c) Must be re-submitted when wage rates are updated, with effective dates and/or any changes in fringes are made.
DAS-140- Public Works Contract Award Information Form:
   a) Contract award information must be sent to your Apprenticeship Committee if 
      you are approved to train apprentices. If you are NOT approved to train 
      apprentices you must send the information to ALL applicable Apprenticeship 
      Committees in your craft or trade in the area of the Public Works Project. 
   b) After you have completed the DAS-140 Form mail the original(s) to the 
      appropriate Joint Apprentice Training Committee(s) within (10) days of the date 
      of the execution of the prime contractors subcontract, but in no even later than 
      the first day in which the contractor has workers employed upon the public 
      work (CA Labor Code 1777.5 (e)). 
   c) Upload a copy of the form or all forms submitted with proof of deliver to the 
      LCPtracker.net program under the e-Documents Tab. The form of proof can be 
      certified mail or fax confirmation. 
   d) All Applicable Joint Apprentice Training Committee(s) may be found 
      at: http://www.dir.ca.gov/Databases/das/pwaddrstart.asp/ 
   e) Templates available for download can be found at: 
      http://www.dir.ca.gov/DAS/PublicWorksForms.htm or on LCPtracker.net under 
      the e-Documents tab. 

7 DAS-7- Agreement to Train Apprentices Form:
   a) IF Applicable: (Checked box 1 on the DAS 140) 
      i. Submit your DAS-7 or equivalent certification and upload into 
      LCPtracker.net under the e-Documents tabs and inform the labor 
      compliance person monitoring your project. This form can be 
      submitted with your DAS-140 form. 

8 DAS-142 Request for Dispatch of an Apprentice Form:
   a) Send to the Joint Apprentice Training Committees (JATC) in your craft or trade in 
      the geographic area of the Public Works Project to request the dispatch of an 
      apprentice before starting work at the site and as needed throughout the project. 
   b) Employment of Apprentices on Public Works project- (a) Contractor(s) shall 
      employ registered apprentice(s), as defined by Chapter 4 (commencing with 
      Section 3070) of Division 3, during the performance of a Public Works Project in 
      accordance with the required (1) hour of work performed by an apprentice for 
      every (5) hours of labor performed by a journeyman, unless covered by one of 
      the exemptions enumerated in the Labor Code Section 1777.5 or this 
      subchapter. 
   c) Provide a copy of your apprenticeship program’s standards if they operate under 
      a different ration then the California Labor Codes & Regulations. 
   d) Template available for download can be found at: 
      http://www.dir.ca.gov/DAS/PublicWorksForms.htm
REQUIRED
FORMS PRIOR TO CONSTRUCTION
Classification Worksheet

A separate form must be filled out for each contractor/subcontractor performing on the project.

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name</td>
<td></td>
</tr>
<tr>
<td>Project Number</td>
<td></td>
</tr>
<tr>
<td>Contractor Name</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Contact Phone</td>
<td></td>
</tr>
<tr>
<td>Contact Email</td>
<td></td>
</tr>
<tr>
<td>CSLB/Certificate #</td>
<td></td>
</tr>
</tbody>
</table>

Classification(s) being Utilized (check all that apply)

- □ Asbestos
- □ Electricians
- □ Pile Drivers
- □ Boilermaker
- □ Elevator Mechanic
- □ Pipe Trades
- □ Bricklayers
- □ Glaziers
- □ Plasterer
- □ Carpenter
- □ Iron Workers
- □ Roofers
- □ Tile Workers
- □ Carpet/Linoleum
- □ Laborers
- □ Sheet Metal
- □ Cement Mason
- □ Millwrights
- □ Sound/Communication
- □ Drywall Finisher
- □ Operating Engineer
- □ Surveyor
- □ Drywall/Lather
- □ Painters
- □ Teamster
- □ Other (specify) __________________________
PLACE ON COMPANY LETTERHEAD

Date: April 25, 2014

INSERT PROJECT OWNER Address

INSERT PRIME SUBCONTRACTOR Address

To whom it may concern:

I, the undersigned, hereby authorize ....................... to sign on our behalf in all manners relating to certified payroll, including signing of all certified payroll related documents. Any and all acts carried out by ........................................ on our behalf shall have the same effect as acts of our own.

This affirm that the signatories identified above have the authority under penalty of perjury to affirm that required forms and certified payroll records are originals or are full, true and correct copies of the original and correctly depict the Trades, Crafts and Classifications of work performed; hours and days worked; and the amounts by category listed, disbursed by way of cash, check, or in whatever form or manner to each person by job classification and/or skill pursuant to public works contract.

This authorization is valid until further written notice from (COMPANY NAME).

Sincerely,

(Company counsel or company officer’s signature)

(Name Address and Title)
City of Sacramento  
PW-300 Form

**Instructions:** The Prime Contractor and all Subcontractors are required to submit the PW-300 via LCPTracker.net. If there are no subs or suppliers, state on the PW-300 and upload. If you are a Subcontractor with no additional lower tier subs place the Prime Contractors information in the Prime Contractor box and list yourself as the Subcontractor. Fill out the information that is known. If you are a Subcontractor with lower tier subs please put your company name under the Prime Contractor field and all subs under the Subcontractors List field. Please refer to Public Contract Code 4107 regarding changes to subcontractor listing. If there are any changes made to this list during the duration of the project which might include an additional subcontractor/supplier or eliminating a subcontractor/supplier then a revision to the PW-300 Form is required. **DIR REGISTRATION # MANDATORY**

### PRIME CONTRACTOR

<table>
<thead>
<tr>
<th>Date</th>
<th>Project #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Project Name</td>
</tr>
<tr>
<td>Address</td>
<td>Contract #</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Total Contract Amount</td>
</tr>
<tr>
<td>Contact Name/Phone #</td>
<td>Estimated Start Date</td>
</tr>
<tr>
<td>Email</td>
<td>Estimated Completion Date</td>
</tr>
<tr>
<td>DIR Registration #</td>
<td>Federal Tax ID #</td>
</tr>
<tr>
<td>Contractor Lic. #</td>
<td>State Tax ID #</td>
</tr>
</tbody>
</table>

### SUBCONTRACTORS LIST

<table>
<thead>
<tr>
<th>SUBCONTRACTOR</th>
<th>Contact Name/Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Description of services</td>
</tr>
<tr>
<td>Contractor Lic. #</td>
<td>Estimated Start Date:</td>
</tr>
<tr>
<td>DIR Registration #</td>
<td>Estimated Completion Date</td>
</tr>
<tr>
<td>Contract $ Value</td>
<td>LBE/EBE/DBE</td>
</tr>
</tbody>
</table>

Add additional pages if necessary.
Checklist of Labor Law Requirements
(CCR Title 8, Section 16421)

NAME (print)_____________________________ Date _______________________

Company _______________________________ Phone _______________________

Address __________________________________ Fax _______________________

City __________________ State ______ Zip Code ______

Project Manager _________________________ Superintendent/Foreman ______

Certified Payroll _________________________ Phone/Ext _____________________

Contractor License NO.____________________ Exp Date __ Specialty License NO. ______

Self-insured Certificate NO.______________ Workers Comp policy NO. __________

Project NAME___________________________ Project #/Bid Package# __________

Awarding Body __________________________ Advertisement Date _____________

If Subcontracting, List your prime/general Contractor ____________________________

Contract Award Amount __________________

The Federal AND State Labor LAW requirements Applicable to the Contract Are Composed OF, But Not Limited to, the Following:

☐ Payment of Prevailing Wage Rates
   The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. Labor Code Section 1770 et seq.

   The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site. www.dir.ca.gov/dirs/statistics_research.html.

☐ Apprentices
   It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of Labor Code Section 1777.5, relating to Apprentices on public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

☐ Penalties
   There are penalties required for contractor’s/subcontractor’s failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

☐ Certified Payroll Reports
   under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

   This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

   The certified payroll records shall contain the same data fields listed on the Public Works Payroll Reporting Form (A-1-131) and contain or is accompanied by a declaration made under penalty of perjury. (California Code of Regulations, Section 16401).

   Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a
Checklist of Labor Law Requirements, continued

Given week, the certified payroll report shall be annotated: "No work" for that week or a Non-performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776.

Under Labor Code Section 1778(g) there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ Nondiscrimination in Employment


☐ Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under Labor Code Section 1778.

☐ Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

☐ Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code Section 4104.

☐ Proper Licensing

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq.

☐ Unfair Competition Prohibited

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

☐ Workers Compensation Insurance

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ Proof of Eligibility/Citizenship

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ Itemized Wage Statement

Labor Code Section 226 requires that employees be provided with itemized wage statements.

Certification

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of ___________________________ (Company Name)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor ___________________________ (Signature) ____________ (Date)

Awarding Agency /Labor Compliance program ___________________________ (Signature) ____________ (Date)
In order that the proper Fringe Benefit rates can be verified when checking payrolls on the below contract, the hourly rates for fringe benefits, payment made for employees on the various classes of work are tabulated below. If you use other plans not listed above, you may use the next page to provide this additional information. If the contributions are paid to the employee in cash please list the hourly amount in the corresponding category. Training Fund Contributions can never be paid to the employee directly.

<table>
<thead>
<tr>
<th>Date</th>
<th>In Reply, Refer to Case No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime:</td>
<td>Subcontractor:</td>
</tr>
<tr>
<td>PROJECTNAME:</td>
<td>PROJECT CONTRACT NO.: County/location:</td>
</tr>
</tbody>
</table>

**HEALTH AND WELFARE**

| NAME OF PLAN | Address, City, State, Zip |
| ADMINISTRATOR | Address, City, State, Zip |

<table>
<thead>
<tr>
<th>CLASSIFICATION(S) USED/EFFECTIVE DATE</th>
<th>CONTRIBUTION PER CLASSIFICATION/PER HOUR</th>
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</thead>
<tbody>
<tr>
<td>CONTRIBUTIONS</td>
<td>WEEKLY ☐</td>
</tr>
</tbody>
</table>

**PENSION**

| NAME OF PLAN | Address, City, State, Zip |
| ADMINISTRATOR | Address, City, State, Zip |

<table>
<thead>
<tr>
<th>CLASSIFICATION(S) USED/EFFECTIVE DATE</th>
<th>CONTRIBUTION PER CLASSIFICATION/PER HOUR</th>
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<tr>
<td>CONTRIBUTIONS</td>
<td>WEEKLY ☐</td>
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</table>

**VACATION/HOLIDAY**

| NAME OF PLAN | Address, City, State, Zip |
| ADMINISTRATOR | Address, City, State, Zip |

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<tr>
<th>CLASSIFICATION(S) USED/EFFECTIVE DATE</th>
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<tbody>
<tr>
<td>CONTRIBUTIONS</td>
<td>WEEKLY ☐</td>
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</table>

**TRAINING**

| NAME OF PLAN | Address, City, State, Zip |
| ADMINISTRATOR | Address, City, State, Zip |

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<thead>
<tr>
<th>CLASSIFICATION(S) USED/EFFECTIVE DATE</th>
<th>CONTRIBUTION PER CLASSIFICATION/PER HOUR</th>
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<tbody>
<tr>
<td>CONTRIBUTIONS</td>
<td>WEEKLY ☐</td>
</tr>
<tr>
<td>Name of Plan</td>
<td>Administrator</td>
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<th>Classification(s) Used/Effective Date</th>
<th>Contribution Per Classification/Per Hour</th>
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**OTHER**

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<th>Contribution Per Classification/Per Hour</th>
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</table>
How to Fill out the DAS 140 Correctly:

Process:

If the **total dollar value of a project** exceeds $30,000, apprentice must be requested. The DAS-140 form is to be forwarded directly to an apprenticeship committee of the contractor’s choice, and a copy with verification of proof of submission uploaded into SDCRAA Labor Compliance Departments electronic system; LCP Tracker.

Submit the contract award information in writing to each of the apprenticeship program sponsors **in the locality** of your public works project within 10 days of the prime execution of the contract or subcontract, but in no event later than the first day in which the contractor has workers employed on the project.

The DAS140 is simply a “notification of award” and is not automatically a request for dispatch of a registered apprentice.

State regulations state a contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. **Please follow up with the selected apprenticeship committee to confirm ‘Apprentice’ to ‘Journeyman’ ratio, as ratios do vary from trade to trade.**

All contractors must request ‘dispatch of an apprentice’ from an apprenticeship program (for each apprentice-able craft or trade) by giving the program notice of a minimum of 72 hours (business days only) before the date on which apprentices are required. Contractors who are not already participating in an approved program and who did not receive a sufficient number of apprentices from their initial request, must dispatch apprentices from all other apprenticeship committees within the locality, if more than one exists in the area of the public works project.

What are the differences between box 1, 2, and 3 at the bottom of the DAS 140?

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- Box 2 indicates that a contractor is willing to comply with a program’s Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee’s Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.
- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

**SELECTING BOXES:**

1. Contractor has a signed **“Agreement to Train Apprentice”** with an affiliated (state certified) apprenticeship committee, the contractor has apprentices **on staff** and has the ability to train apprentices.
   - **a. Must provide a copy of the DAS7 agreement for verification OR a letter from the JATC or UNION stating that the contractor is approved to train apprentices.**

2. Contractor is **not currently affiliated** with a state approved program, is selecting a committee, and requesting apprentice; will be abiding by committee’s standards.

3. Contractor will contact a committee and request an apprentice, but is not obligating to maintain affiliation w/any-one committee; additionally contractor will not commit to selected program committee standards but will follow **state standards** (most commonly used for out-of-state contractors).
   - **a. Per the DAS, this is not the preferred selection; however the State is not requiring a contractor to join a program, just ensuring that apprentices are utilized on Public Work Projects.**
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.

<table>
<thead>
<tr>
<th>NAME OF YOUR COMPANY</th>
<th>CONTRACTOR'S STATE LICENSE NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAILING ADDRESS: NUMBER &amp; STREET, CITY, ZIP CODE</td>
<td>AREA CODE &amp; TELEPHONE NO.</td>
</tr>
<tr>
<td>NAME &amp; ADDRESS OF PUBLIC WORKS PROJECT</td>
<td>DATE YOUR CONTRACT EXECUTED</td>
</tr>
<tr>
<td>NAME &amp; ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT</td>
<td>DATE OF EXPECTED OR ACTUAL START OF PROJECT</td>
</tr>
<tr>
<td>NAME &amp; ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT</td>
<td>ESTIMATED NUMBER OF JOURNEYMAN HOURS</td>
</tr>
<tr>
<td>THIS FORM IS BEING SENT TO: NAME &amp; ADDRESS OF APPRENTICESHIP PROGRAM(S)</td>
<td>OCCUPATION OF APPRENTICE</td>
</tr>
<tr>
<td></td>
<td>ESTIMATED NUMBER OF APPRENTICE HOURS</td>
</tr>
<tr>
<td></td>
<td>APPROXIMATE DATES TO BE EMPLOYED</td>
</tr>
</tbody>
</table>

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

DAS 140 (REV. 1/04)
# AGREEMENT TO TRAIN APPRENTICE

**District No.**

**DAS File No.**

<table>
<thead>
<tr>
<th>NAME OF EMPLOYER</th>
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</table>

<table>
<thead>
<tr>
<th>MAILING ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS OF TRAINING LOCATION (IF DIFFERENT)</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>OCCUPATION(S)</th>
<th>OTHER CODE</th>
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</table>

<table>
<thead>
<tr>
<th>NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**THE OFFICIAL,** whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By __________________________________________

Printed name __________________________________________

Title __________________________________________ Date __________

**THE APPRENTICESHIP COMMITTEE** accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By __________________________________________

Printed name __________________________________________

Title __________________________________________ Date __________

**Effective until:**

- [ ] Revoked
- [ ] End of Project (Enter project name and address in Area Covered above)
- [ ] Date
- [ ] Other

**Accepted:**

DIVISION OF APPRENTICESHIP STANDARDS

- [ ] Date

EFFECTIVE DATE

[SIGNED] By __________________________________________

Apprenticeship Consultant

Date __________

**REMARKS:**

- [ ] Date

**STATE OF CALIFORNIA**

DEPARTMENT OF INDUSTRIAL RELATIONS

DIVISION OF APPRENTICESHIP STANDARDS

DAS 7 (REV 1/10)
## AGREEMENT TO TRAIN APPRENTICES

<table>
<thead>
<tr>
<th>District No.</th>
<th>DAS File No.</th>
</tr>
</thead>
</table>

### NAME OF EMPLOYER

<table>
<thead>
<tr>
<th>MAILING ADDRESS (STREET AND NUMBER)</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
</table>

### ADDRESS OF TRAINING LOCATION (IF DIFFERENT)

<table>
<thead>
<tr>
<th>OCCUPATION(S)</th>
<th>OTHER CODE</th>
</tr>
</thead>
</table>

### NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS

### AREA COVERED BY APPRENTICESHIP STANDARDS OR NAME AND ADDRESS OF PROJECT

---

**THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.**

**[SIGNED]**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td>Date</td>
</tr>
</tbody>
</table>

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**THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.**

**[SIGNED]**

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<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Printed name</td>
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</tr>
<tr>
<td>Title</td>
<td>Date</td>
</tr>
</tbody>
</table>

**Accepted:**

**DIVISION OF APPRENTICESHIP STANDARDS**

**EFFECTIVE DATE**

**[SIGNED]**

<table>
<thead>
<tr>
<th>Apprenticeship Consultant</th>
<th>Date</th>
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</thead>
</table>

**REMARKS:**

**STATE OF CALIFORNIA**

**DEPARTMENT OF INDUSTRIAL RELATIONS**

**DIVISION OF APPRENTICESHIP STANDARDS**

---

MUST be signed by both Committee and DAS prior to submission
APPRENTICE AGREEMENT

APPRENTICE LAST NAME. FIRST NAME MIDDLE SOCIAL SECURITY NUMBER

APPRENTICE ADDRESS (NUMBER AND STREET / CITY, STATE & ZIP) BIRTHDATE (mm/dd/yyyy)

OCCUPATION

COUNTY OF RESIDENCE

O’NET code

TERM OF APPRENTICESHIP

STRAIGHT TIME

Hours Within Years Hours per day: 8 Hours per week: 40

This agreement is between the above named apprentice employed by the below named employer, and

PROGRAM SPONSOR

AGREEMENT: The undersigned parties mutually agree that they will use their best endeavors to secure employment and training for the apprentice. The apprentice agrees to perform satisfactorily all work and learning assignments. The provisions of the Apprenticeship Standards for the above occupation adopted by the program sponsor and approved by the Chief of the Division of Apprenticeship Standards are hereby made a part of this agreement. An official copy of the standards is on file in the headquarters of the Division of Apprenticeship Standards. This apprentice agreement will continue in effect until the training is completed or otherwise terminated in accordance with the standards.

The apprentice commences participation under these standards on the date of execution of this agreement by the Apprentice. The signatory apprentice is credited with having _______ months toward completion of the term of apprenticeship. The apprentice is expected to complete training on or about ____________, 20___, upon satisfactory completion of the total remaining hours of on-the-job training and hours and/or units of related and supplemental instruction.

APPRENTICE: I, the undersigned apprentice, understand and agree that there is a valid and reasonable necessity that those academic records accumulated throughout related and supplemental instruction during my period of apprenticeship be made available to the apprenticeship committee. Further, I agree to release to the apprenticeship committee any other academic records which I feel may enhance my status as an apprentice.

I, the undersigned apprentice, hereby request that the Administrator of Apprenticeship terminate any other apprenticeship agreements in which I am currently registered.

Executed this ______ day of ______, 20___ by ____________________________

SIGNATURE OF APPRENTICE

AGREED TO BY THE EMPLOYER

SIGNATURE OF EMPLOYER OR ITS REPRESENTATIVE

NAME OF EMPLOYER

ADDRESS

AGREED TO AND APPROVED BY, FOR THE COMMITTEE

SIGNATURE — SECRETARY / CHAIR / COORDINATOR

DATE

ACCEPTED BY DAS

SIGNATURE — APPRENTICESHIP CONSULTANT

DATE

This agreement is approved by ____________________________ for the Administrator of Apprenticeship

DAS 1 (REV: 4/12)
TO THE APPRENTICE: California Civil Code Sec. 1798.17 requires State agencies which collect personal information to indicate the authority under which the data are requested. If personal information not specifically authorized by law is requested, individuals must be informed that supplying the information is voluntary. It also provides that state agencies may change or modify records at the request of the individual.

Questions C and E below are voluntary. All others are authorized by law, as indicated by the reference in each section. If the authorized questions are not answered, the apprentice agreement cannot be accepted.

The Division hopes, through collection of this data, to improve the apprenticeship program both for those presently enrolled and for future apprentices. Thank you.

### CALIFORNIA APPRENTICE QUESTIONNAIRE

**USE INK OR BALLPOINT PEN**

<table>
<thead>
<tr>
<th>A. Gender</th>
<th>C. Number of Dependents (Do not count yourself)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>0    None        4    Four</td>
</tr>
<tr>
<td>Female</td>
<td>1    One         5    Five</td>
</tr>
<tr>
<td></td>
<td>2    Two         6    Six of More</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Ethnic or Race Derivation (Check only one)</th>
<th>D. Highest Year of Education Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 WHITE (Not of Hispanic Origin) — A person having origins in any of the original peoples of Europe, North Africa or the Middle East.</td>
<td>1 8th Grade or less 6 1 Year of College</td>
</tr>
<tr>
<td>2 BLACK (Not of Hispanic Origin) — A person having origins in any of the Black racial groups of Africa. ASIAN OR PACIFIC ISLANDER — A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea and Samoa.</td>
<td>2 9th Grade 7 2 Years of College</td>
</tr>
<tr>
<td>3 Three</td>
<td>3 10th Grade 8 3 Years of College</td>
</tr>
<tr>
<td>4</td>
<td>4 11th Grade 9 4 or more Years of College</td>
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<tr>
<td>5</td>
<td>5 12th Grade (or GED Certificate)</td>
</tr>
</tbody>
</table>

**Voluntary**

<table>
<thead>
<tr>
<th>E. Number of Years You Have Been Employed Full Time to Date (Except for Military Service)</th>
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</thead>
<tbody>
<tr>
<td>0 None</td>
</tr>
<tr>
<td>1 Less Than 1 Year</td>
</tr>
<tr>
<td>2 1 But Less Than 2 Years</td>
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<tr>
<td>3 2 But Less Than 3 Years</td>
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<tr>
<td>4 3 But Less Than 4 Years</td>
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<td>5 4 But Less Than 5 Years</td>
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<tr>
<td>6 5 Years or More</td>
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</table>

**Voluntary**

<table>
<thead>
<tr>
<th>F. Have You Served on Active Duty (other than reserve status) in the U. S. Armed Forces?</th>
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<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
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</table>

If yes, Please Enter:

- Month
- Year

Entered ______

Separated ______

Total Months served on Active Duty ______

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<thead>
<tr>
<th>Apprentice's Signature</th>
<th></th>
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</table>
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.**

<table>
<thead>
<tr>
<th>Date:</th>
<th>Contractor Requesting Dispatch:</th>
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<tbody>
<tr>
<td></td>
<td>Name: _________________________</td>
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<td>Address: _______________________</td>
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<td>_______________________________</td>
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<td></td>
<td>License No. ____________________</td>
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<td></td>
<td>Tel. No. __________ Fax No. ______</td>
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<th>To Applicable Apprenticeship Committee:</th>
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<td>Name: _______________________________</td>
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<td>Address: ___________________________</td>
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<tr>
<td>_______________________________________</td>
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<tr>
<td>Tel. No. __________ Fax No. ______</td>
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<th>Project Information:</th>
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<tbody>
<tr>
<td>Contract No. ____________</td>
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<tr>
<td>Name of the Project: ______</td>
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<tr>
<td>Address: __________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dispatch Request Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Apprentice(s) Needed: ______ Craft or Trade: ______</td>
</tr>
<tr>
<td>Date Apprentice(s) to Report: ______ (72 hrs. notice required) Time to Report: ______</td>
</tr>
<tr>
<td>Name of Person to Report to: __________________</td>
</tr>
<tr>
<td>Address to Report to: __________________</td>
</tr>
</tbody>
</table>

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)
Documents Required During the Life of the Construction Project

1. CAC-2- Training Fund Contribution Form:
   a) All Contractors must submit a CAC-2 Form monthly for the prior month’s hours.
   b) This form is now available to be filled out on the DIR website. The previous CAC-2 form is to be disregarded. CAC-2 forms must be done electronically. The link is as follows: https://www.dir.ca.gov/das/tf/cac2.asp. You must enter all requested information in order to ensure successful submission and processing of your payment. You will need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session that you will upload in to LCPtracker.net and send with your payment when mailed. The address is as follows:
      State of California  
      Department of Industrial Relations  
      California Apprenticeship Council  
      P.O. Box 511283  
      Los Angeles, CA 90051-7838
   
   c) If applicable and fringes are paid directly to an approved JATC or Union Shop please state so and fill out on the Training Fund Contribution Union Contractor form that is provided and available to be downloaded on LCPtracker. Filled out forms are uploaded into LCPtracker.net under the e-Documents tab.

2. Training Fund Contribution Letter Form:
   a) All Contractors must submit a Training Fund Contribution Letter monthly for the prior month’s hours.
   b) If applicable and fringes are paid directly to an approved Union Shop please submit the Union Status Letter stating that the Contractor is up to date with all fringe and training fund contributions for the requested month. The letter should specify the month, project name, and project number.
   c) If you can’t provide a letter and the DAS has not been updated with your contribution at Contractor may provide a copy of a cancelled check submitted to the proper JATC or the DAS with the amount that matches that on the CAC-2. You may check the status of your contributions submitted to DAS online at: http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html. This may also be submitted in lieu of the Training Fund Contribution Letter.
3. **Certified Payroll Reports CPR's and/or Non-Performance Reports:**
   a) To be submitted by all Contractors working on the project to the City of Sacramento and the Department of Industrial Relations Electronic Certified Payroll Records site.
   b) The reports submitted to the City of Sacramento are submitted through the contracted electronic reporting program, LCPtracker.net, which can be found online at [www.lcptracker.net](http://www.lcptracker.net). If you don’t already have a user name and password for this website please contact your labor compliance officer with the City of Sacramento to be set up.
   c) The Electronic Certified Payroll Records for Contractors can be found at the following link: [https://apps.dir.ca.gov/ecpr/DAS/AltLogin](https://apps.dir.ca.gov/ecpr/DAS/AltLogin)
   d) Submit CPR/NPR weekly; starting (10) calendar days after the close of your pay period. This is when you begin onsite/offsite “craft” labor. This may mean you have weeks in between work on a particular job. NPR’s will need to be submitted for that timeframe.

4. **Apprenticeship Certification and/or Apprentice Agreement:**
   a) The first time an apprentice is listed on a certified payroll report an “Apprenticeship Certification” or Apprentice Agreement (DAS 1 form) must be submitted for each apprentice utilized.
   b) Please upload the Apprenticeship Certification or DAS-1 form in the e-Documents section of LCPtracker.net, add the apprentice ID and pertinent information under the employee information and notify the labor compliance officer in your department that approval is need prior to certification of payroll.

5. **Miscellaneous Documents:**
   a) Authorization for Deductions:
      i. Voluntary deductions require an Authorization for Deductions form; garnishments require a copy of notice (redact personal information). A form has been provided on LCPtracker to address other deductions that are recorded on the Certified Payroll Reports submitted.
   b) Receipt for Payment of Back Wages:
      i. For use when wage errors require supplemental wage payment(s).
FORMS REQUIRED DURING THE LIFE OF THE CONSTRUCTION PROJECT
Electronic Certified Payroll Records - Contractors

Welcome to the new online CMU Payroll Records Application.

- First time users will need to setup their account using the "First Time User button".

- You will need your Contractor ID (CSEL# or Professional #) to create an account.

The PWC 100 is an online notification system that requires public agencies to submit detailed public works project information (Awards) to the Department of Industrial Relations (DIR). Once the Award is in the system, Contractors will need to report their Certified Payroll Records.

Contractors will be able to upload Certified Payroll Records (CPRs) and Statements of Employer Payments (PW 28) through the eCPR application using PDF format. Prime contractors will be able to add their subcontractors to an Award so that subcontractors can upload their CPRs using the eCPR application. In order to upload CPRs and other payroll documents, contractors must be associated with one or more Awards.

If you have any questions, please contact CMU at PWC100@dir.ca.gov

https://apps.dir.ca.gov/ecpr/DAS/AltLogin
**CAC - Training Fund Contributions**

You must enter all requested information in order to ensure successful submission and processing of your payment. Training Fund Contributions are due on the 15th of each month.

All fields with * are required.

You must use the BUTTON ON the bottom of the page to submit for an Invoice coupon.

TO NAVIGATE BETWEEN FIELDS, DO NOT HIT RETURN OR ENTER KEY AFTER EACH ENTRY: USE THE TAB KEY INSTEAD.

You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment.

### Training Fund Contributions Form CAC2

<table>
<thead>
<tr>
<th>Contractor/Sub Contractor making contributions</th>
<th>Contractor</th>
<th>Period covered by contribution (from – to)</th>
<th>Jobsite Location (including, County)</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Name:</td>
<td>* License Number:</td>
<td>* Period Start:</td>
<td>If applicable, give name of school, hospital, building, etc.</td>
</tr>
<tr>
<td>* Address:</td>
<td>* Contract/Project Number</td>
<td>* Period End:</td>
<td>Comments:</td>
</tr>
<tr>
<td>* City:</td>
<td></td>
<td>(MM/DD/YYYY)</td>
<td></td>
</tr>
<tr>
<td>* State:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>* ZIP:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Name of the submitting party:**

**Submitter's Title:**

**Submitter's Email:**

**Submitter's Phone:**

e.g., (999) 999-9999

**Instructions:** You may want to use the keyboard TAB key to navigate the fields and the Up / Down ARROW keys to select a list item.

<table>
<thead>
<tr>
<th>* County of Work</th>
<th>* Classification</th>
<th>* Hours (max: 9,999.99)</th>
<th>* Rate (max: $9.99)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>2)</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>3)</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>4)</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>---</td>
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<td>---------------------</td>
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</tr>
<tr>
<td>5</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>6</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>7</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>8</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>9</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>10</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>11</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>12</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>13</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>14</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>15</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>16</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>17</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>18</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>19</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>20</td>
<td>Select a county</td>
<td>Select an occupation</td>
<td>$</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

TOTAL AMOUNT: $ 0.00

When done with some or all the entries above please carefully review and then enter the code you see below:

![Code](https://www.dir.ca.gov/das/tf/cac2.asp)

The electronic submission of the CAC-2 Form is to be used in place of the previous CAC-2 Form that was submitted on LCPtracker. This form can be retrieved at: [https://www.dir.ca.gov/das/tf/cac2.asp](https://www.dir.ca.gov/das/tf/cac2.asp). You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment. Payments are to be mailed to State of California, Department of Industrial Relations, California Apprenticeship Council, and P.O. Box 511283, Los Angeles, CA 90051-7838.
Please use a separate form for each jobsite, listing the occupations for the jobsite and dollar amount paid for each classification. Once checks have been sent to the appropriate JATC please upload this form to LCPtracker under the e-Documents tab. A letter from the specific JATC or Union specifying that the required Training fund contributions and Fringe Benefits were paid will be accepted as proof of payment.

TRAINING FUND CONTRIBUTIONS
VERIFICATION FORM UNION CONTRACTORS

**Training Fund Contributions are due on the 15th of each month**
PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE COMPLETION OF LABOR COMPLIANCE REQUIREMENTS.

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION</th>
<th>CONTRACTOR'S LICENSE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT OR PROJECT NUMBER</td>
<td></td>
</tr>
<tr>
<td>NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT</td>
<td></td>
</tr>
<tr>
<td>JOBSITE LOCATION (INCLUDE COUNTY) - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.</td>
<td></td>
</tr>
<tr>
<td>PERIOD COVERED BY CONTRIBUTION (FROM - TO)</td>
<td></td>
</tr>
<tr>
<td>CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC.)</td>
<td></td>
</tr>
<tr>
<td>COUNTY WORK PERFORMED IN</td>
<td></td>
</tr>
<tr>
<td>ALL HOURS CONTRIBUTION RATE PER HOUR</td>
<td></td>
</tr>
<tr>
<td>AMOUNT</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

IF APPRENTICES WERE EMPLOYED, PLEASE LIST THE APPRENTICESHIP PROGRAM AND NUMBER OF APPRENTICE HOURS WORKED

TYPE OR PRINT YOUR NAME AND TITLE |

DATE

EMAIL |

AREA CODE & TELEPHONE NUMBER
AUTHORIZATION FOR PAYROLL DEDUCTION

Project Name: 
Project Number: 
Employee Name: 

1) Reason for Deduction: 
Percentage/Amount of Deduction: % OR $$ 
Frequency of Deduction: 
Termination Date: 

2) Reason for Deduction: 
Percentage/Amount of Deduction: % OR $$ 
Frequency of Deduction: 
Termination Date: 

3) Reason for Deduction: 
Percentage/Amount of Deduction: % OR $$ 
Frequency of Deduction: 
Termination Date: 

4) Reason for Deduction: 
Percentage/Amount of Deduction: % OR $$ 
Frequency of Deduction: 
Termination Date: 

5) Reason for Deduction: 
Percentage/Amount of Deduction: % OR $$ 
Frequency of Deduction: 
Termination Date: 

6) Reason for Deduction: 
Percentage/Amount of Deduction: % OR $$ 
Frequency of Deduction: 
Termination Date: 

Use additional copies of this form if necessary.

I authorize (Employer): 
to process the deductions from my payroll as noted above.

Employee Signature: ___________________________ Date Signed: ___________________________

Instructions: 
1) Submit into LCPTracker 
2) Keep signed originals
Contractors Certificate of Completion – Form 264

To be completed by the Prime Contractor at time of completion.

<table>
<thead>
<tr>
<th>Project Name &amp; Number</th>
<th>Contractor Name</th>
</tr>
</thead>
</table>

I, ____________________________ (Name) ____________________________, __________ (Title) of ____________________________ (Company Name), declare under penalty of perjury that:

I know of my personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer-Architect that the work is complete, nor the acceptance thereof by the City, shall operate as a bar to claim against the Contractor under the terms of the guarantee provision of the contract documents.

Executed this __________ day of ____________________________, 20___, at __________________________, California.

__________________________________________  __________________________________________  _________________________
Signature                              Title                                 Date
Checklist of Documents Required for Labor Compliance on LCPtracker.net

✔ PW300 - This is due within 10 days of person meeting and needs to be uploaded. If any changes are made or substitution of sub-contractors are approved a new form should be uploaded and Labor Compliance should be notified.

✔ Authorization Letter for Signing Certified Payroll - This is due prior to the submission of the first Certified Payroll Report and must be signed.

✔ Checklist of Labor Law Requirements - prime due this on or before person meeting, subs need to have this finished within 10 days of person meeting. All boxes must be checked and it must be signed.

✔ Fringe Benefit Statement - due with first CPR and must be submitted for each subcontractor as well. ALL FRINGES TO BE REPORTED WITH HOURLY AMOUNT.

✔ DAS140 - due prior to commencing work on a project (one for each determination)

✔ DAS142 - due 72 hours prior to the report date on a project (one for each determination)

✔ CAC2 - due monthly one for each determination [due on the 15th day of the month for work performed during the preceding month] If Union Contractor please upload for with amounts paid and where money was paid to even if it is not the CAC.

✔ Training Fund Contribution Confirmation Letter – this is due monthly for the duration of the project. Both CAC-2 and Training Fund Contribution Letters are to be uploaded to LCPtracker.net.

✔ CPR's - Certified payroll is due within 10 days of pay period end date

LCPtracker.net phone support is available at (714) 669-0052 Option 4; if they do not pick up please leave a message and they will get back to you. All calls are logged in with a date and time, but if you don’t leave a message you will not get a phone call back. E-mail support is available at support@lcptracker.com. To assist those at support please include your User ID, a direct call back number, contact name and a brief description of the issue you are facing.

All forms are available under the e-Documents tab on LCPtracker. It is best practice to use the forms that have been provided to you under that e-docs tab to increase efficiency in processing pay request and remain compliant.
Helpful Links and Contact Information:

1. Department Of Industrial Relations (DIR):
   Web-Link: [http://www.dir.ca.gov/](http://www.dir.ca.gov/)
   Contact DIR: [http://www.dir.ca.gov/Contactus.html](http://www.dir.ca.gov/Contactus.html)

2. Division of Labor Standards Enforcement (DLSE):
   Web-Link: [http://www.dir.ca.gov/dlse/ilsepublicworks.html](http://www.dir.ca.gov/dlse/ilsepublicworks.html)

3. Division of Apprenticeship Standards (DAS):
   Web-Link: [http://www.dir.ca.gov/das/das.html](http://www.dir.ca.gov/das/das.html)
   Apprentice Certification:
   Web-Link: [http://www.dir.ca.gov/das/appcertpw/AppCertSearch.asp](http://www.dir.ca.gov/das/appcertpw/AppCertSearch.asp)
   CAC Public Works Training Fund Contributions:
   Web-Link: [http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html](http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html)

4. California General Prevailing Wage Determination:
   Web-Link: [http://www.dir.ca.gov/OPRL/pwd/](http://www.dir.ca.gov/OPRL/pwd/)
   (Journeymen)
   (Apprentice)

5. Davis Bacon Wage Determination Rates:

6. Public Works Information - Frequently Asked Questions:
   Web-Link: [http://www.dir.ca.gov/das/publicworksfaq.html](http://www.dir.ca.gov/das/publicworksfaq.html)

7. LCPtracker.net
   Web-link: [https://lcpprod.lcptracker.net/Lcp/WebForms/Login.aspx](https://lcpprod.lcptracker.net/Lcp/WebForms/Login.aspx)
   Support Phone Number: 714-669-0052 Option 4
   E-mail: support@lcptracker.com
THINGS TO REMEMBER:

Labor Compliance Forms due Prior to Work Beginning (Prime and all Sub Tier Contractors)

1) Authorized Letter for Signing Certified Payroll (Original signature required)
2) List of Trades and/or Crafts
3) PW-300 - List of all sub-contractors and suppliers. (This must be updated if changes occur and all contractors listed must have a DIR registration number prior to commencing work on the project.
4) Checklist of Labor Law Requirements - (All boxes checked and signed)
5) Public Works Contract Award Information (DAS 140) (With verified proof of service)
6) Request for Dispatch of an Apprentice (DAS 142) (With verified proof of service)
7) Fringe Benefit Statement Form - (For Each Determination)
   (Due before first Certified Payroll and then only when a change occurs)
8) Authorization for Payroll Deduction (Original signature required)
   (Deductions other than standard deductions must be authorized by the employee)

Labor Compliance Forms Due Weekly:
- Certified Payroll Form (LCP Tracker Electronic Payroll and upload of payroll to DIR website)
- Statement of Compliance (LCP Tracker Electronic Payroll)
- Statement of Non-Performance (Due when work is not performed once on job site)

✓ Work over 8 hours in a day or 40 hours in a week must be paid at the overtime rate. Refer to wage determination that is provided by the DIR for the applicable rate.
✓ Certified payroll records must be numbered consecutively, starting with the first week work is physically performed on site.
✓ Last certified payroll must be marked "FINAL".

Training Fund Contribution forms are due monthly beginning immediately after work has been performed on site.

_single asterisk (*):
Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

_double asterisks (**):
The rate to be paid for work performed after this date has been determined. If work will extend past this date the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

_employee interviews on job site:
Interviews are done to obtain information to verify correct wages are being recorded on the certified payrolls for the given craft/classification and to ensure contract compliance.
APPENDIX B

CWTA Requirements
This project is subject to the requirements of the City’s Local Hire and Community Workforce Training Program and the City’s Community Workforce Training Agreement (CWTA). A copy of the CWTA and a summary of its requirements (CWTA Summary) is provided in Exhibit D to this solicitation. By submitting a bid, the Contractor acknowledges that it has read and understands all the requirements, terms, and conditions of the CWTA and CWTA Summary, and has included all costs associated with compliance with the CWTA in its bid.

The Contractor must execute Addendum A to the CWTA ("Agreement to be Bound") and provide an executed original to the City before the contract can be awarded. Each subcontractor for Work covered by the CWTA, including subcontractors not listed at the time of bid or otherwise hired after contract award, must also execute Addendum A to the CWTA. No subcontractor may perform Work prior to executing Addendum A and providing the executed original to the City.

The failure to sign and submit Addendum A by any subcontractor, shall be grounds for subcontractor substitution and/or for the City to withhold payment for the Work performed in the absence of the necessary Addendum A.

Contractor must include the provisions of this section, as well as a copy of the CWTA and the CWTA Summary, in every subcontract for Work covered by the CWTA.

By submitting a bid, Contractor represents that the Contractor and all its subcontractors performing Work covered by the CWTA will execute the Addendum A if awarded the contract.

The failure to submit an Addendum A or to otherwise comply with the requirements of the CWTA on this project may also result in a future determination that the Contractor and/or subcontractor is not responsible (pursuant to City Code section 3.60.020) when bidding on future projects for the City of Sacramento.
EXHIBIT D

SUMMARY OF COMMUNITY WORKFORCE AND TRAINING AGREEMENT REQUIREMENTS

(Locally-Funded Projects)

Introduction

On August 21, 2018, the City of Sacramento approved a Community Workforce and Training Agreement (CWTA) with the Sacramento-Sierra Building and Construction Trades Council, AFL-CIO (Trades Council) and the unions represented by the Trades Council, to support the City’s efforts to increase employment opportunities for workers who are local area residents, and to provide construction career training and employment opportunities for the City’s at-risk youth, military veterans, women and other disadvantaged residents through local apprenticeship and pre-apprentice programs. A complete copy of the CWTA is attached hereto. This summary is provided for convenience only. All contractors must read and understand the full CWTA prior to submitting a bid.

Application

The CWTA applies to all City public works construction contracts for projects where either the engineer’s estimate of the total construction cost of the project or the actual cumulative bid amounts submitted by the contractor or contractors awarded the contract exceeds One Million Dollars ($1,000,000). The CWTA applies to all “Covered Work” which is further defined in section 2.2 of the CWTA. Exclusions from Covered Work are further defined in section 2.3 of the CWTA.

Prior to award of this contract, the contractor must agree to be bound by each and every provision of the CWTA, and must execute the Agreement to be Bound in the form attached to the CWTA as Addendum A. In addition, any time the awarded contractor enters into a subcontract with any subcontractor for Covered Work, the contractor must provide a copy of the CWTA to the subcontractor and require the subcontractor to execute the Agreement to be Bound in the form attached to the CWTA as Addendum A. All Addendum A’s must be executed by subcontractors and provided to the City prior to the subcontractor performing any work.

Requirements

In addition to executing the Agreement to be Bound in the form attached to the CWTA as Addendum A, Contractor and its employees must comply with the following requirements:

Utilize Union Hiring Halls. Pursuant to Article VIII of the CWTA, Contractor and its subcontractors performing construction work, in filing craft job requirements, must utilize and be bound by the registration facilities and referral systems established or authorized by the local unions that are signatories to the CWTA (except that Contractors shall have the right to select and hire directly all supervisors above general foreman, without going through the local union). Please Note: The CWTA has been amended, and no longer requires all employees performing Covered Work to pay working dues, fees required, or union membership to the applicable local union that is a signatory to the CWTA, unless the employee elects to join the union.

Hold Pre-Job and Periodic Meetings. Pursuant to Article V, Contractor must convene a pre-job conference with representatives of all involved contractors (including subcontractors) and the unions at least 21 days prior to the commencement of work. For long-term projects with multiple phases, conferences can be held with subcontractors for later phases 21 days prior to the commencement of the applicable phase.

The Contractor must be prepared to discuss in detail: (i) the scope of work for each Contractor; (ii) craft
assignments; (iii) estimated number of craft workers required to perform the work; (iv) transportation arrangements; (v) estimated start and completion dates of the work; (vi) planned use of pre-fabricated materials; (vii) any specialized or technical work exempted\(^1\) from the CWTA; and (viii) plan for reaching Local Hire and Priority Apprentice Goals. The meeting shall be held at a location mutually agreeable to the parties.

**Local Hire, Apprenticeship, and Workforce Development.** Within 7 calendar days after receiving a Notice to Proceed, Contractor must provide a plan for reaching Local Hire and Priority Apprentice Goals. As set forth in Article IX, not less than 50% of the combined journey level and apprentice hours worked on the Project, on a craft by craft basis, shall be worked by residents of the Local Area, as defined in section 9.1. The Local Union will refer up to four of Contractor’s “core” employees who demonstrate the qualifications set forth in section 9.3. This referral process is outlined in section 9.4. In addition, not less than 20% of all apprentice hours worked on the Project, on a craft by craft basis, shall be worked by “Priority Apprentices” that reside in one of the disadvantaged zip codes listed in section 9.6.2.1 and meet one of the other eligibility criteria listed in section 9.6.2.2. Contractor shall provide regular reports and certified weekly payrolls documenting compliance with the requirements of Article IX and documentation of Contractor’s good faith efforts to meet the local hire and workforce development goals set forth in Article IX.

**Helmets to Hardhats.** Contractor must participate in the Helmets to Hardhats program, as outlined in Article X of the CWTA.

**Comply with Master Agreement Terms on Wages, Hours, Benefits, and other Terms and Conditions of Employment.** As set forth in Article XI, Contractor must pay applicable contributions to the established vacation, pension and other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds for each hour worked on the project in the amounts designated in the Master Agreements of the appropriate local unions. By signing the Agreement to be Bound, Contractor also adopts and agrees to be bound by the written terms of established Trust Agreements for these benefit funds.

The wages, hours, and other terms and conditions of employment on the project shall be governed by the applicable union’s Master Agreement, as required in Article XI of the CWTA.

**Only Just Cause Dismissal and/or Discipline.** All disputes involving discipline and/or the discharge of employees working on the project must be resolved through the grievance and arbitration provision contained in the applicable Master Agreement. As set forth in Article XIII of the CWTA, no employee working on the project shall be disciplined or dismissed without just cause.

**Arbitrate Disputes.** Any disputes relating to the interpretation or application of the CWTA, excluding work stoppages, strikes, and lockouts, must be resolved through the grievance arbitration procedures in Article XIV of the CWTA. At the time a grievance is submitted, the union may request that the City withhold and retain an amount from what is due and owing to the contractor against whom the grievance is filed. The amount shall be retained by the City until the grievance is withdrawn, settled, or otherwise resolved.

Any jurisdictional disputes on the project amongst the unions and/or the contractor shall be settled according to the plan established by the Building and Construction Trades Department. Its decisions shall be final, binding, and conclusive.

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\(^1\) Work can only be exempted with notice and agreement of Trades Council (see Section 2.3 of CWTA, as amended).

Approved by CAO 1-5-2021
Drug-Free Workplace. Contractors agree to use the Substance Abuse Program contained in each applicable union’s Master Agreement, except as it may conflict with the City’s Drug-Free Workplace Policy. In the event of a conflict, the City’s policy shall control.
COMMUNITY WORKFORCE AND TRAINING AGREEMENT
CITY OF SACRAMENTO

INTRODUCTION/FINDINGS

The purpose of this Community Workforce and Training Agreement is to promote efficiency of construction operations in the construction of major projects set forth in the City of Sacramento’s Capital Improvement Plan and other public works projects that are subject to this Agreement, thereby promoting the public interest in assuring the timely and cost-effective completion of such projects, and supporting the efforts of the City to increase employment opportunities for workers who are local area residents, and to provide construction career training and employment opportunities for the City’s at-risk youth, military veterans, women and other disadvantaged residents through local apprenticeship and pre-apprentice programs.

A. The City adopts a five-year Capital Improvement Plan that identifies the public projects necessary to maintain and improve the physical properties of the City, including construction or repair of City buildings and facilities, such as streets, roads, storm drains, traffic signals, parks, and community centers.

B. The City undertakes and anticipates undertaking projects identified in the Capital Improvement Plan and other City public works projects that involve significant construction costs in excess of the threshold set forth in this Agreement.

C. The City Council has determined that the successful and cost-effective completion of these Capital Improvement Plan projects and other major City public works projects is of the utmost importance to the City and its taxpayers and the residents it serves.

D. The City has determined that applying a uniform workforce agreement to the Capital Improvement Plan and other public works construction projects that exceed the threshold set forth in this Agreement during the term of this Agreement will provide efficiencies for the City and its contractors.

E. Community workforce and training agreements and similar workforce agreements have been used successfully to achieve the goals and objectives set forth in this Agreement by other public agencies and private entities on major construction projects in the region, including on the Golden 1 Center project.

F. Large numbers of workers of various skills will be required in the performance of the construction work, including those workers represented by the Local Unions signatory to this Agreement and employed by contractors and subcontractors who are signatory to this Agreement.

G. The use of skilled labor on construction work increases the safety of construction operations and the quality of completed work.
H. Major projects subject to this Agreement will require multiple contractors and bargaining units to be on the job site at the same time over an extended period of time, increasing the potential for work disruption in the absence of an overriding commitment to maintain continuity of work.

I. The interests of the general public and taxpayers, the City, the Contractor(s) and the Unions would be best served if the construction work proceeded in an orderly manner without disruption and delay.

J. The Contractor(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement.

K. This Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail.

L. The contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the Sacramento City Code, the California State Public Contract Code and other applicable state, local and federal laws.

M. The City has the right and is legally obligated, subject to certain exceptions, to select the lowest responsive and responsible bidder for the award of construction contracts on the Project or to reject all bids.

N. The City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and also recognizes the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry.

O. The parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Capital Improvement Plan projects and other major City public works projects subject to this Agreement.
NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 "Agreement" means this Community Workforce and Training Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Addendum A) required to be executed by any Contractor(s) working on the Project as a precondition to performing Covered Work on the Project.

1.3 "City" means the City of Sacramento.

1.4 "Completion" means the point at which there is Final Acceptance by the City, which occurs when the City determines that the entire project is complete in accordance with the City’s Standard Specifications. The date of completion of the entire Project shall be specified in any Notice of Completion filed pursuant to Civil Code Section 3093.

1.5 "Construction Contract" means all public works contracts approved by the City for a Project, including design-bid, design-build, lease-leaseback or other contracts under which Covered Work is performed.

1.6 "Contractor" or "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any successor or assigns of such persons or entities, that has entered into a contract with the City, or with any other person or entity contracting for work on the Project on behalf of the City (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the City, and any of its contractors or subcontractors of any tier.

1.7 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft union signatory hereto, copies of which shall be provided to the City.

1.8 "Project" means any City public works project where any bid solicitation for any Construction Contract related to the Project is issued on or after January 1, 2019, where the engineer’s estimate of the total construction cost of the project or the actual cumulative bid amounts submitted by the contractor or contractors awarded the Construction Contracts for the Project exceeds One Million Dollars ($1,000,000). All Construction Contracts required to complete an integrated City construction project shall be considered in determining the threshold value of the Project.

1.9 "Project Manager" means the person or business entity designated by, or under

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1 This Agreement will apply to the following City Construction Contracts, regardless of the date of bidding: Sacramento Convention Center, Community Center Theater, Natomas Aquatic Center, McKinley Vault, Third Street Sewer, and Fire Station 14. This Agreement will not apply to any remaining Construction Contracts, even if bid after January 1, 2019, that are part of the City’s Accelerated Water Meter Program approved by the City Council prior to the execution of this Agreement (commonly referred to as “Meters Matter”).

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contract with the City to oversee all phases of construction on the Project.

1.10 "Trades Council" means the Sacramento-Sierra Building and Construction Trades Council, AFL-CLC.

1.11 "Union" or "Unions" means the labor organizations that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Local Unions"). The Trades Council and the Unions are collectively referred to herein as the "Unions."

ARTICLE II
SCOPE OF AGREEMENT

2.1 Parties. This Agreement applies and is limited to all Contractor(s), performing Construction Contracts on the Project, the City, the Trades Council and the Local Unions that are signatory to this Agreement.

2.2 Applicability. This Agreement governs all Construction Contracts awarded on the City Projects subject to this Agreement. For purposes of this Agreement, a Construction Contract is considered completed as described in Section 1.4, except when the City's authorized representative directs a Contractor to engage in repairs, warranty work, or modifications as required under the original Construction Contract with the City.

2.2.1 Covered Work. This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, and modular furniture installation. On-site work includes work done solely for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.2.2 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance or operational revisions to systems and/or subsystems for the Project that are part of the original Construction Contract, including when performed after Completion, unless it is performed by City employees.

2.2.3 This Agreement covers all on-site fabrication work over which the City, Contractor(s) or their subcontractors possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site fabrication work necessary for the Project that is traditionally
performed by any of the Unions and that is covered by a Master Agreement or local addenda to a National Agreement of the applicable Union(s) in effect as of the execution date of this Agreement.

2.2.4 The furnishing of supplies, equipment or materials that are stockpiled for later use are not covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand, or other fill or material that is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by law. Contractor(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) calendar days of written request or as required by the Construction Contract.

2.2.5 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XIV and XV of this Agreement shall apply to such work.

2.3 Exclusions from Covered Work

2.3.1 The Agreement is limited to construction work on a Project and is not intended to and shall not affect or govern the award of construction contracts by the City which are not a part of a Project.

2.3.2 The Agreement does not apply to a Contractor(s)' non-construction craft employees, including but not limited to executives, managerial employees, contract and/or construction managers, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative, management, office, professional, and clerical employees.

2.3.3 The Agreement does not apply to work by employees of the City.

2.3.4 The Agreement does not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.3.5 The Agreement does not apply to work performed by employees of an Original Equipment Manufacturer ("OEM") or vendor on the OEM’s or vendor’s equipment if required by the warranty agreement between the OEM or vendor and the City in order to maintain the warranty or guarantee on such equipment, and provided that the warranty agreement is the OEM’s or vendor’s usual and customary warranty agreement for such equipment.

2.3.6 The Agreement does not apply to specialized or technical work requiring specialized training, unique skills, and/or a level of specific technical experience that the Unions do not possess, including the use of specialty equipment and tools. Before any Contractor subcontracts any work subject to this exception, such Contractor shall give the
Trades Council at least three (3) days advance notice. Any specialized or technical work subject to this Section anticipated by the Project Manager or any Contractor shall be discussed at the Pre-Job Conference held pursuant to Article V. Any disputes regarding the application of this Section shall be resolved by the parties through the expedited arbitration process in Section 4.2 to determine whether any violation of this section has occurred.

2.3.7 The Agreement does not apply to laboratory work for specialty testing or inspections and all testing or inspections not covered by the Master Agreement of one of the signatory Unions.

2.3.8 The Agreement does not apply to any work performed on, near, or leading to the Project and undertaken by state, county, or other governmental bodies or their contractors, or public utilities or their contractors.

2.3.9 The Agreement does not apply to any work related to the creation or installation of any Art Work by an individual Artist as part of the City’s Art in Public Places requirement. For purposes of this Agreement, “Art Work” is a unique, one-of-a-kind decorative element to be incorporated into the building or site, the design, illustration, and detailing of which can only be fully completed in the field and can only be performed by the individual Artist. An “Artist” is an individual that is engaged by the City or the Primary Employer to create and install Art Work. The Artist shall perform all final adjustments, finishing touches, and final painting of any Art Work.

2.3.10 The Agreement does not apply to work on any housing or residential component of a Project that is otherwise covered by this Agreement.

2.4 Award and Enforcement of Construction Contracts. Notwithstanding any other provision of this Agreement, the City has the absolute right to select any qualified bidder for the award of Construction Contracts and to enforce all provisions of its Construction Contracts. The bidder need only be willing, ready and able to execute the Addendum A Agreement to be Bound and comply with this Agreement. This Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement.

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the City agree to be bound by the terms and conditions of the Agreement.

3.2 By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor(s) agrees to be bound by each and every provision of the Agreement, and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor(s) enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor(s) shall provide a copy of this Agreement to such subcontractor, and shall require their subcontractor,
as a condition to accepting an award of a construction subcontract, to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.4 This Agreement is only binding on the signatories and their successors and assigns, and does not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor and subcontractor is alone liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Schedule A. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement. Any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union does not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.5 The provisions of this Agreement, including the Master Agreements of the Local Unions having jurisdiction over the work on the Project, incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Master Agreement and is not covered by this Agreement, the provisions of the Master Agreement shall prevail.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, City and Contractor(s) covered by the Agreement agree that for the duration of the Project:

4.1.1 There shall be no strike, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s) on other City projects are not governed by the terms of the Agreement of this Article.

4.1.2 There shall be no lockout of any kind by a Contractor of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached.
4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s) or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 If the City contends that any Union has violated this Article, it will notify in writing (including email) the Senior Executive of the Trades Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Senior Executive of the Trades Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration. Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Barry Winograd, as the permanent arbitrator, or John Kagel, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Section 14.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the City and the party alleged to be in violation, and to the Trades Council and involved Local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. The hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend such hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award.
The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings and the party alleged to be in breach of its obligation under this Article.

ARTICLE V

JOINT LABOR/MANAGEMENT MEETINGS AND
PRE-JOB CONFERENCES

5.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, joint Labor/Management meetings between the City, the Project Manager, the Contractor(s) and the Unions shall be held on a periodic basis to be determined by the parties. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Project. These meetings will include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project.

5.2 Pre-Job Conferences. The Project Manager shall convene and conduct a Pre-Job Conference with representatives of all involved Contractor(s) and the Unions at least twenty-one (21) calendar days prior to the commencement of any Covered Work on the Project and prior to the commencement of any Covered Work on each subsequently awarded Construction Contract or phase of the Project. The conference shall be attended by a representative of each participating Contractor and each affected Union. The Trades Council and City may attend at their discretion. The Project Manager and the Contractor(s) shall be prepared to discuss in detail: (i) the scope of work for each Contractor; (ii) craft assignments; (iii) estimated number of craft workers required to perform the work; (iv) transportation arrangements; (v) estimated start and completion dates of the work; and (vi) planned use of pre-fabricated materials. The meeting shall be held at a location mutually agreeable to the parties.
ARTICLE VI
NO DISCRIMINATION

6.1 The Contractor(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII
UNION SECURITY

7.1 The Contractor(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees performing work covered by this Agreement shall, as a condition of employment on or before the eighth (8th) day of consecutive or cumulative employment on the Project, be responsible for the payment of the applicable periodic working dues and any associated fees uniformly required for union membership in the Local Union that is signatory to this Agreement for the duration of his or her employment on the Project. Nothing in this Agreement is intended to prevent any non-union employees from joining the Local Union.

7.3 Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Union(s) must comply with the required check-in procedure prior to visiting the work area.

ARTICLE VIII
REFERRAL

8.1 Contractor(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Local Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s) in accordance with this Article VIII.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s) consistent with Section 2.3.2 of this Agreement.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor(s), the Contractor(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.
ARTICLE IX
LOCAL HIRE, APPRENTICESHIP AND WORKFORCE DEVELOPMENT

9.1 Local Hire. It is in the interest of the parties to this Agreement to facilitate employment of City of Sacramento and Sacramento County residents and to develop increased numbers of local skilled construction workers to meet the requirements of the regional construction economy. The “Local Area” is defined as the City of Sacramento, Sacramento County, and the additional nine counties in section 9.1.3 below. It is the objective of the parties that not less than fifty percent (50%) of the combined journey-level and apprentice hours worked on the Project, on a craft by craft basis, be worked by residents of the Local Area. The Unions agree that residents of the Local Area shall be first referred for Project Work, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:

9.1.1 Priority 1: Residents of the City of Sacramento.

9.1.2 Priority 2: Residents of Sacramento County outside of the City of Sacramento.

9.1.3 Priority 3: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra and San Joaquin.

9.2 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons and apprentices to fulfill the requirements of the contractor and to meet the Local Area resident hiring objectives of this Agreement, and will provide, at the time of referral, information to the City and its representatives regarding the zip code where each skilled craft persons and apprentices referred for Project Work resides. The Local Area residents referred by the Unions must possess the requisite skills and qualifications required for the position to be filled and such referrals shall be in accordance with law and consistent with the Local Union’s hiring hall rules and procedures.

9.3 The parties also recognize and support the City’s commitment to provide opportunities for participation of City of Sacramento businesses on Projects covered by this Agreement. In furtherance of this commitment and the local hire objectives of this Agreement, the parties agree that such City of Sacramento contractors and subcontractors awarded work on the Project may request by name, and the Local Union will honor, referral of such Contractor’s “core” employees who have applied to the Local Union for Project work, and who demonstrate the following qualifications:

(1) possess any license required by state or federal law for the Project work to be performed;

(2) have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;
(3) were on the Contractor’s active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award;

(4) have the ability to perform safely the basic functions of the applicable trade; and

(5) are City of Sacramento residents.

For purposes of this Section 9.3, a City of Sacramento contractor or subcontractor is any construction contractor that maintains its principal place of business in the City of Sacramento. A City of Sacramento resident is any individual who six (6) months prior to the award of the Construction Contract to the Contractor can certify through a utility bill or other similar means acceptable to the parties that the individual resides within the municipal boundaries of the City of Sacramento.

9.4 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor’s “core” employees as a journeyman and shall repeat the process, one and one, until such Contractor’s crew requirements are met or until such Contractor has hired four (4) “core” employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor’s work, the ratio shall be maintained and when the Contractor’s workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

9.5 The work hours performed by any out-of-state residents shall not be included in the total work hours on the Project in calculating the percentage of total work hours worked by Local Area residents.

9.6 Apprenticeship and Workforce Development.

9.6.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s) shall employ apprentices of a California State-approved Joint Apprenticeship Training Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The apprentice ratios will comply with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination. Consistent with the Master Agreements and state law, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

9.6.2 It is an objective of the parties that not less than twenty percent (20%) of all apprentice hours worked on the Project, on a craft by craft basis, shall be worked by “Priority Apprentices.” Priority Apprentices shall reside in one of the economically disadvantaged zip codes listed in section 9.6.2.1 and meet one additional Priority Apprentice criteria in section 9.6.2.2 below. Contractors shall reach this goal through utilization of the normal hiring hall procedures. The Unions are committed to working with the Contractors to achieve these goals. All apprentices referred to Contractors under this Agreement shall be enrolled in State of California approved Joint Apprentice Training Programs.
9.6.2.1 To qualify as a Priority Apprentice, an apprentice must reside in one of the following economically disadvantaged zip codes: 95652, 95660, 95811, 95814, 95815, 95817, 95820, 95823, 95824, 95832, 95838.

9.6.2.2 In addition to residing in one of the economically disadvantaged zip codes, to qualify as a Priority Apprentice, an apprentice must satisfy one of the eligibility criteria maintained and enforced by the Sacramento Employment and Training Agency ("SETA"), including criteria for: veterans; prior offenders; public assistance recipients; foster youth; homeless; unemployed individuals; women interested in joining the trades; and/or other criteria as may be agreed to by the City and the Trades Council. Determination of an individual's satisfaction of the Priority Apprentice criteria shall be made in a manner consistent with historic eligibility determination policies and practices. The individual must also meet eligibility criteria and application requirements for applicable Union apprenticeship programs.

9.6.2.3 In the event that an insufficient number of apprentices have been identified to meet the Priority Apprentice work hour objectives of this Agreement from the economically disadvantaged zip code specified in Section 9.6.2.1 after a good faith effort to identify eligible residents, the Priority Apprentice goals may be satisfied by identifying apprentices that satisfy one of the SETA criteria described in Section 9.6.2.2 and who also are residents of the Local Area in the order of priority set forth in Section 9.1.

9.6.3 The Trades Council and Unions will determine the admission and training of Priority Apprentices placed into applicable apprenticeship programs. Upon request from a Contractor, the Unions shall timely dispatch available apprentices who satisfy specified Priority Apprentice criteria, the requirements of a specific job and such other applicable bona fide qualifications.

9.7 The Contractor and Unions shall make good faith efforts to reach the local hire, and Priority Apprentice goals set forth in Section 9 through the utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprenticeship programs. The Unions are committed to working with the Contractor(s) and community-based organizations to achieve these goals. At least annually, the Unions and the City will conduct a Community Career Fair to provide at risk youth, veterans, and others an opportunity to learn about each craft and the process for entering their apprenticeship programs.

9.7.1 To assess compliance with the local hire and Priority Apprentice goals of the CWT, Contractor shall provide monthly workforce reports at the regular Joint Labor/Management meetings required by the CWT. The workforce reports shall include information regarding the number of: (i) journey-level workers that are Local Area Residents; (ii) Apprentices that are Local Area Residents and satisfy the other Priority Apprentice criteria, including a breakdown of apprentices that reside within the targeted zip codes. The Contractor(s) and the Unions agree to furnish all information required to prepare these reports.
9.7.2 In the event that the workforce reports indicate that the local hire and apprenticeship goals of the CWTA are not being met, the Project Manager or his or her designee shall explore with the Contractors and subcontractors and the Unions additional actions and measures that may be taken to ensure compliance with such goals.

9.7.3 The Contractor(s) will describe the requirements, performance and enforcement mechanisms of this CWTA including this Apprenticeship Program in each subcontract. Any Contractor or subcontractor who fails to employ without just cause Apprentice(s) dispatched by an Apprenticeship Program thereby jeopardizing its opportunity to achieve the apprenticeship goals described above shall, upon receipt of written notice from the Project Manager or his or her designee, be given thirty (30) days to promptly employ such number of dispatched Apprentices as may be required to meet the stated apprentice goals available under that certain Subcontractor's subcontract. In the event of a second written notice of failure to employ without just cause dispatched Apprentices from the Unions to a Contractor or subcontractor, the Project Manager or his or her designee shall take such actions as it deems appropriate to the circumstances and necessary to achieve the purposes of the CWTA, bid documents, and the subcontractor’s subcontract.

9.8 Student Internship Opportunities. All Contractors awarded Construction Contracts to perform Covered Work on the Project shall make a good faith effort to provide paid internship opportunities to eligible students. Such opportunities may include engineering, design, and/or construction management work associated with the implementation and administration of the Project.

9.9 Good Faith Efforts. A Contractor must take the following good faith steps to demonstrate that it has made every effort to reach the Local Hire, Priority Apprentice, and Student Internship goals of this Agreement. The Contractor shall attend scheduled Pre-Job meetings held under this Agreement and shall submit written workforce projections and projected work hours on a craft-by-craft basis.

9.9.1 Within seven (7) calendar days after Notice to Proceed, the Contractor shall meet with the Unions and the City to present its plan for reaching the Local Hire, Priority Apprentice and Student Internship goals.

9.9.2 The Contractor or subcontractor shall notify the Project Manager by U.S. Mail or electronic mail if a Union hiring hall cannot, upon request by the Contractor or subcontractor, dispatch Local Area residents and/or Priority Apprentices to the Project. It shall be the responsibility of the Contractor to retain all evidence of such good faith efforts.

9.10 Enforcement, Compliance and Reporting.

9.10.1 Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports, described in section 9.7.1 above, documenting the Contractor’s compliance with the requirements described in this Article. At a minimum, the monthly reports must include: 1) data on Local Area residents, Priority Apprentice, and Student Internship work hour utilization on the Project; and 2) documentation showing any requests made to the Union dispatchers for Local Area residents and Priority Apprentices and the Union’s response to the request.
9.10.2 The City staff shall monitor the operation of the Local Hire, Priority Apprentice and Student Internship programs and shall consider allegations of non-compliance with the goals stated in this Article. If there is a determination by the City that a Contractor has not complied with the goals or demonstrated good faith efforts to do so, the City and the Contractor shall meet and confer in order to identify necessary actions to resolve the issue and ensure a good faith effort to achieve the objectives of this Article.

**ARTICLE X**

**HELMETS TO HARDHATS**

10.1 The Contractor(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractor(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

10.2 The Unions and Contractor(s) agree to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

**ARTICLE XI**

**WAGES AND BENEFITS**

11.1 All Contractor(s) agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate Local Unions.

11.2 By signing this Agreement, the Contractor(s) adopts and agrees to be bound by the written terms of the legally established Trust Agreements, as described in Section 11.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor(s) authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractor(s) agrees to execute a separate Subscription Agreement(s) for a Trust Fund(s) when required by such Trust Fund(s).
11.3 **Wages, Hours, Terms and Conditions of Employment.** The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts to the extent such Master Agreement is not inconsistent with this Agreement. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining entity and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

11.4 **During the period of construction on this Project, the Contractor(s) agrees to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining entity on the effective date as set forth in the applicable agreement. The Unions shall notify the Contractor(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.**

11.5 **Holidays.** Holidays shall be in compliance with the applicable Schedule A agreement.

**ARTICLE XII**

**COMPLIANCE**

12.1 **It shall be the responsibility of the Contractor(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article XI. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The City shall monitor and enforce the Contractor(s)' compliance with this Agreement and with the prevailing wage requirements of the State to the extent required by law.**

**ARTICLE XIII**

**EMPLOYEE GRIEVANCE PROCEDURE**

13.1 **All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.**

**ARTICLE XIV**

**GENERAL GRIEVANCE PROCEDURE**

14.1 **Project Labor Disputes.** All disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor and a signatory Union are parties shall be resolved pursuant to the resolution procedures of that Master Agreement. All disputes relating to the interpretation or application of this Agreement, excluding work stoppages, strikes, sympathy strikes, and lockouts subject to Article IV, shall be subject to resolution by the grievance arbitration procedures set forth in this Article XIV.
14.2 No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual written agreement of the parties.

**Step 1:** Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor shall confer and attempt to resolve the grievance.

**Step 2:** In the event that the representatives are unable to resolve the dispute within the five (5) business days of the Step 1 meeting, within five (5) business days thereafter, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance proceeding, prior to a Step 2 meeting, the Union(s) shall notify its International Union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting. The Project Manager and the Trades Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

**Step 3:** If the grievance is not settled in Step 2 within five (5) business days, within five (5) business days thereafter, either party may request the dispute be submitted to an Arbitrator for final and binding arbitration. The request for arbitration must be in writing with a copy to Project Manager. Should the parties be unable to mutually agree on the selection of an Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. The Project Manager shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first. The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 14.2 may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.
In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

14.3 Retention. At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed sufficient to cover the damages alleged in the grievance should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

ARTICLE XV
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

15.1 The assignment of Covered Work will be solely the responsibility of the Contractor(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

15.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor(s) subject to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Contractor(s) subject to this Agreement.

15.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

15.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor(s)' assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Contractor will conduct a pre-job conference with the Unions in accordance with Section 5.2 of this Agreement.

ARTICLE XVI
MANAGEMENT RIGHTS

16.1 The City and Contractor(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their workforce in their sole discretion. Except as provided by Section 2.2.3 and by the lawful manning provisions in the
applicable Master Agreement, no rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees.

ARTICLE XVII
DRUG & ALCOHOL TESTING

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.2 The parties agree to recognize and use the Substance Abuse Program contained in each applicable Local Union's Master Agreement, except as it may conflict with the City's Drug-Free Workplace Policy. In the event of a conflict, the City's policy shall prevail.

ARTICLE XVIII
SAVINGS CLAUSE

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

18.2 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the City accordingly determines that the Agreement will not be required as part of an award to a Contractor(s), the Unions will no longer be bound by the provisions of Article IV.

18.3 The parties agree that should any Project subject to this Agreement receive a non-de minimis allocation of federal funds for construction of the Project, and such federal funding allocation, whether or not allocated through the state, includes a condition to receipt of the federal funds that prohibits the City from applying any local hiring preference in any contracts for construction of the Project, or that prohibits application of any other provision or provisions of this Agreement, the local resident hiring provisions contained in Article IX, or any other provision or provisions of this Agreement prohibited by such condition to receipt of federal funds for Project construction, shall not be applied to the Project, but all other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE XIX
AMENDMENT/COUNTERPARTS/AUTHORITY

19.1 Any substantive modification of any provision or addendum to this Agreement must be reduced to writing and signed by the City, Trades Council and Unions to be effective.
19.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile or scanned signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.

19.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

ARTICLE XX
TERM

20.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date it becomes effective. Every six to twelve months, the City and the Trades Council agree to meet and confer regarding the experience with Projects covered by the Agreement, and to determine whether any changes in the administration or implementation of the Agreement would be beneficial or would improve operation of the Agreement. Prior to the expiration of this Agreement, the parties may agree to extend the term of this Agreement or enter into a new agreement incorporating any substantive changes based on the status of and experience with Projects covered by the Agreement.

CITY OF SACRAMENTO

[Signature]
Date: Nov 9, 2018
Assistant City Manager Francesca Lee Hallakken for City Manager Howard Chan

Approved as to form:

[Signature]
Date: Nov 9, 2018
City Attorney

Attested to by:

[Signature]
Date: Nov 9, 2018
City Clerk
SACRAMENTO BUILDING AND CONSTRUCTION TRADES COUNCIL,
AFL-CIO COUNCIL

Name: [Signature]  Date: 11/09/2018

Title: Executive Director
Asbestos Workers Local #16

Bricklayers Local #3

Boilermakers Local #549

Cement Masons Local #400

Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions

District Council #16 International Union of Painters & Allied Trades

Elevator Constructors Local #8

International Brotherhood of Electricians Local #340

Sprinkler Fitters Local #669

Asbestos, Lead and Mold Laborers Local #67

UNIONS

Karl Prisco
Iron Workers Local #118

Clyde C. Beckley
Laborers Local #185

Joseph C. Green
Operating Engineers Local #3

Keith Shady
Plasterers & Cement Masons Local #300

Miguel Alavez
U.A. of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355

Vincent A. Tarbuck
Plumbers & Pipefitters Local #447

Lamplugh
Roofers Local #81

Shear Metal Workers Local #104

Transfers Local #150
Addendum A

COMMUNITY WORKFORCE AND TRAINING AGREEMENT
CITY OF SACRAMENTO

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Sacramento Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto.

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Master Agreement as described in Article XI of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR.

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date: _______________________

Name of Contractor

(Name of Contractor Representative)

(Authorized Officer & Title)

CSLB # or Motor Carrier Permit
ARTICLE 1 — COSTS OF NOVEL CORONAVIRUS (COVID-19) SAFETY REQUIREMENTS

1.01 Given the coronavirus (COVID-19) epidemic, each Bidder must understand that the means and methods of construction, and the ways of doing business, have been materially impacted and changed (at least for the foreseeable future). These impacts and changes relate to social distancing, ability to perform at the pace previously performed, personal interaction of workers, implementation of increased safety measures, and a myriad of other impacts to construction operations. Heightened measures to protect persons from illness and the adoption and implementation of many new and more intensive practices will make the performance of construction work different and more challenging.

1.02 It is the intent of the City to alert all Bidders for all aspects of this Project, that they are to include in their Bids all known and reasonably estimated COVID-19 costs and impacts to the ability to obtain goods and materials required, as well as labor to perform the Work. Further, all costs for all of these and other aspects of the Project, including supervision, temporary facilities, incidentals, testing, QA/QC, etc. (this listing is intended to be illustrative and not comprehensive) shall be evaluated by each Bidder so its Bid submitted to the City includes all such potential costs in recognition of the foregoing and subsequent notices in this and other sections of the Contract Documents.

1.03 Each Bidder is to critically appraise and evaluate the reasonably anticipated costs and time impacts, if any, which may need to be accounted for in light of the COVID-19 pandemic and all governmental directives and requirements, and commercial impacts, arising therefrom. If awarded the contract, Bidders are encouraged to prepare a COVID-19 Exposure Prevention, Preparedness and Response Plan (a “COVID-19 Plan”) before commencing Work. The COVID-19 Plan should describe how to prevent worker exposure to coronavirus; protective measures to be taken on the jobsite; personal protective equipment and work practice controls to be used; cleaning and disinfecting procedures; and procedures to follow if a worker shows symptoms of COVID-19 illness or tests positive for COVID-19. In addition to any governmental or other guidance available at the time of Bid submission, the Contractor should review OSHA COVID-19 Workplace Safety Guidance documentation, such as: https://www.osha.gov/Publications/OSHA3990.pdf, as a resource in preparation of its COVID-19 Plan. Other reliable and current sources of COVID-19 information can be found from:

The California Department of Public Health (CDPH, State), including without limitation, guidance such as:

https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/nCOV2019.aspx

The federal Centers for Disease Control and Prevention (CDC, National), including without limitation, guidance such as:


The Sacramento County Public Health Department, including without limitation, guidance found here: https://www.saccounty.net/COVID-19/Pages/default.aspx

The COVID-19 Plan should at a minimum address the following COVID-19 safety guidelines:

a. COVID-19 Employee and Visitor training and check-list before entering worksite.
b. Employee distancing and strategies to maximize distancing when possible.
c. Limitations on gathering size.
d. Personal Protective Equipment (PPE) requirements.
e. Identification of “choke points” and “high risk areas” such as hallways, hoists and elevators, break areas and vehicles.
f. Staggering trades and modification of work schedules to reduce worker density to maximize distancing opportunities.
g. COVID-19 employee good personal hygiene measures.
h. Disinfection and cleaning requirements.
i. Personal prevention actions requirements for all employees.
j. Toolbox and Tailgate COVID-19 employee training.
k. Recognition of COVID-19 Symptoms.
l. Procedures for COVID-19 exposure and notification to others who were at the Site.
m. Daily screening protocols for arriving workers and visitors to ensure potentially infected workers and visitors do not enter the Site.
n. Maintenance of daily attendance logs of all workers and visitors who enter the Site.

1.04 It is the responsibility of each Bidder to alert all Sub-Bidders (potential subcontractors and suppliers of every tier and trade) to also factor in the above-referenced COVID-19 cost and time impacts, if any, into their sub-bids to Bidders for all aspects of the Project.

1.05 By submitting a Bid for this Project, each Bidder represents to the City that it included in its Total Bid Price all cost impacts, whether affecting labor (including, but not limited to obtaining qualified workers, quantity of workers, as well as their productivity); deliveries; supervision; testing; procurement of materials or equipment; and time caused by COVID-19 safety requirements and all public health and governmental directives in place at the time Bids are received by the City for this Project. Furthermore, each Bidder recognizes it will not be entitled to a change order granting a COVID-19 related time extension or for any COVID-19 related increased costs, or from any public health or governmental directives in place at the time Bids are received by the City for this Project.