

Meeting Date: 8/7/2014

Report Type: Consent

Report ID: 2014-00543

Title: Appropriation of Funds and Contract Award: 2014 Street Seal Coat Project

Location: Districts 1, 6, and 8

Recommendation: Pass a Resolution 1) approving the Plans and Specifications for the 2014 Street Seal Coat Project; 2) awarding the construction contract to Valley Slurry Seal Company for an amount not to exceed \$623,019 for the 2014 Street Seal Coat Project; and 3) appropriating funds.

Contact: Josh Werner, Assistant Civil Engineer (916) 808-8158; Nicholas Theocharides, Engineering Services Manager (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Civil & Electrical Design

Dept ID: 15001131

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A (Resurfacing Types)

4-Exhibit B (Location Maps)

5-Contract (Valley Slurry Seal)

City Attorney Review

Approved as to Form

Gerald Hicks

7/28/2014 9:48:15 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 7/17/2014 2:54:55 PM

Description/Analysis

Issue: The Street Seal Coat Program is an annual preventative maintenance strategy applied to street surfaces. Approximately once every ten years surface treatments are applied to extend the useful life of the existing pavement. The Public Works Maintenance Services Division developed the existing ten-year program to maintain the quality of City streets in a cost effective manner within the available funds. The residential and arterial streets for the 2014 seal coat project are shown in Exhibit B.

The 2014 Street Seal Coat Project was advertised and bids were received on June 11, 2014. Valley Slurry Seal Company is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with awarding the construction contract.

Policy Considerations: The action requested is consistent with Title 3 of the Sacramento City Code, and with City of Sacramento General Plan goals for sustainability and neighborhood livability.

Economic Impacts: This roadway project is expected to create 2.49 total jobs (1.43 direct jobs and 1.06 jobs through indirect and induced activities) and create \$384,673.74 in total economic output (\$242,462.80 of direct output and another \$142,210.94 of output through 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 qualify 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 Community Development Department, Environmental Planning Services Division has determined this project is exempt from the provisions of CEQA under Class 1, Section 15301(c). Projects exempted under Class 1, Section 15301 (c) consist of the operation, repair or minor alteration to existing highways and streets, sidewalks, bicycle and pedestrian trails, and similar facilities.

Sustainability Considerations: This project is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure.

Commission/Committee Action: None

Rationale for Recommendation: The project was advertised and bids were

received on June 11, 2014. The bids are summarized below:

Contractor	Bid Amount	LBE Participation (Goal 5 %)
Valley Slurry Seal	\$623,019.00	5.1%
California Pavement Maintenance	\$683,784.11	54.3%
Graham Contractors	\$734,665.79	8.4%
Sierra Nevada Construction	\$759,006.99	51.4%
Intermountain Slurry Seal	\$773,551.95	7.4%
Telfer Highway Teck	\$899,156.05	5.5%

The Engineer's estimate was \$668,000.

It is recommended that the contract be awarded to the lowest responsive and responsible bidder, Valley Slurry Seal Company. Construction is expected to begin in August 2014 and be completed in September 2014.

Additionally, the City executed an Agreement with the Sacramento Area Sewer District (SASD) for reimbursement of work required as a result of their activities. This funding needs to be appropriated into the program to recognize the full program budget.

Financial Considerations: The total estimated project cost for the 2014 Street Overlay and Seal Program (R15142000) is \$3,481,796. To date \$697,837 has been expended among the several program activities, and staff anticipates an additional \$2,783,959 will be needed to complete all program activities, and of this, \$701,373 will be needed to complete the FY14 Street Seal Coat Project. As of July 2, 2014, the Program's (R15142000) unobligated balance is \$2,783,959, which is sufficient to execute the contract with Valley Slurry Seal Company in the amount of \$623,019 for the 2014 Street Seal Coat Project, cover construction engineering costs and complete other program activities.

There are no General Funds planned or allocated for this project.

The total estimated project cost for the 2013 Street Overlay and Seal Program (R15132000) is \$5,961,316. As July 2, 2014, the program's (R15132000) has a total budget of \$5,918,691. Approval of the appropriation of \$42,625 (Fund 3702) from the Sacramento Area Sewer District per agreement 2013-0886 to the 2013 Street Overlay and Seals Program (R15132000) will bring the total budget to \$5,961,316, which is sufficient to cover construction engineering costs and complete other program activities.

Local Business Enterprise (LBE): The City's LBE requirement for this project is 5%. The project was announced on the City's Project Internet site at www.cityofsacramento.org/bids. Valley Slurry Seal Company achieved 5.1% LBE participation.

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROPRIATING FUNDS, APPROVING PLANS AND SPECIFICATIONS, AND AWARDING A CONSTRUCTION CONTRACT FOR THE 2014 STREET SEALS PROJECT

BACKGROUND

- A. The Street Seal Coat Program is an annual preventative maintenance strategy applied to street surfaces. Approximately once every ten years surface treatments are applied to extend the useful life of the existing pavement. The Public Works Maintenance Services Division developed the existing ten-year program to maintain the quality of City streets in a cost effective manner within the available funds.
- B. The project was advertised and six bids were received on June 11, 2014. Valley Slurry Seal is the lowest responsive and responsible bidder.
- C. Construction is expected to begin in August 2014 and be completed in September 2014.
- D. The Sacramento Area Sewer District is responsible for funding the raising and lowering of their manholes with the City public right of way.

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

- Section 1. Plans and Specifications for the 2014 Street Seal Project are approved.
- Section 2. The contract for the 2014 Street Seal Project is awarded to Valley Slurry Seal Company for an amount not to exceed \$623,019.
- Section 3. The FY2014/15 Capital Improvement Program budget is amended by appropriating \$42,625 (Fund 3702) from the Sacramento Area Sewer District to the 2013 Street Overlay and Seal Program (R15132000).
- Section 4. Exhibits A and B are attached and are a part of this Resolution.

Table of Contents:

- Exhibit A – Resurfacing Types Description
- Exhibit B – Street Location Maps

EXHIBIT A

RESURFACING TYPES

The City's 2014 Street Seal Coat Project utilizes lower cost preventative maintenance treatments to reduce the need for more costly overlays and street reconstructions in the future. Following are the treatments being used on streets for 2014:

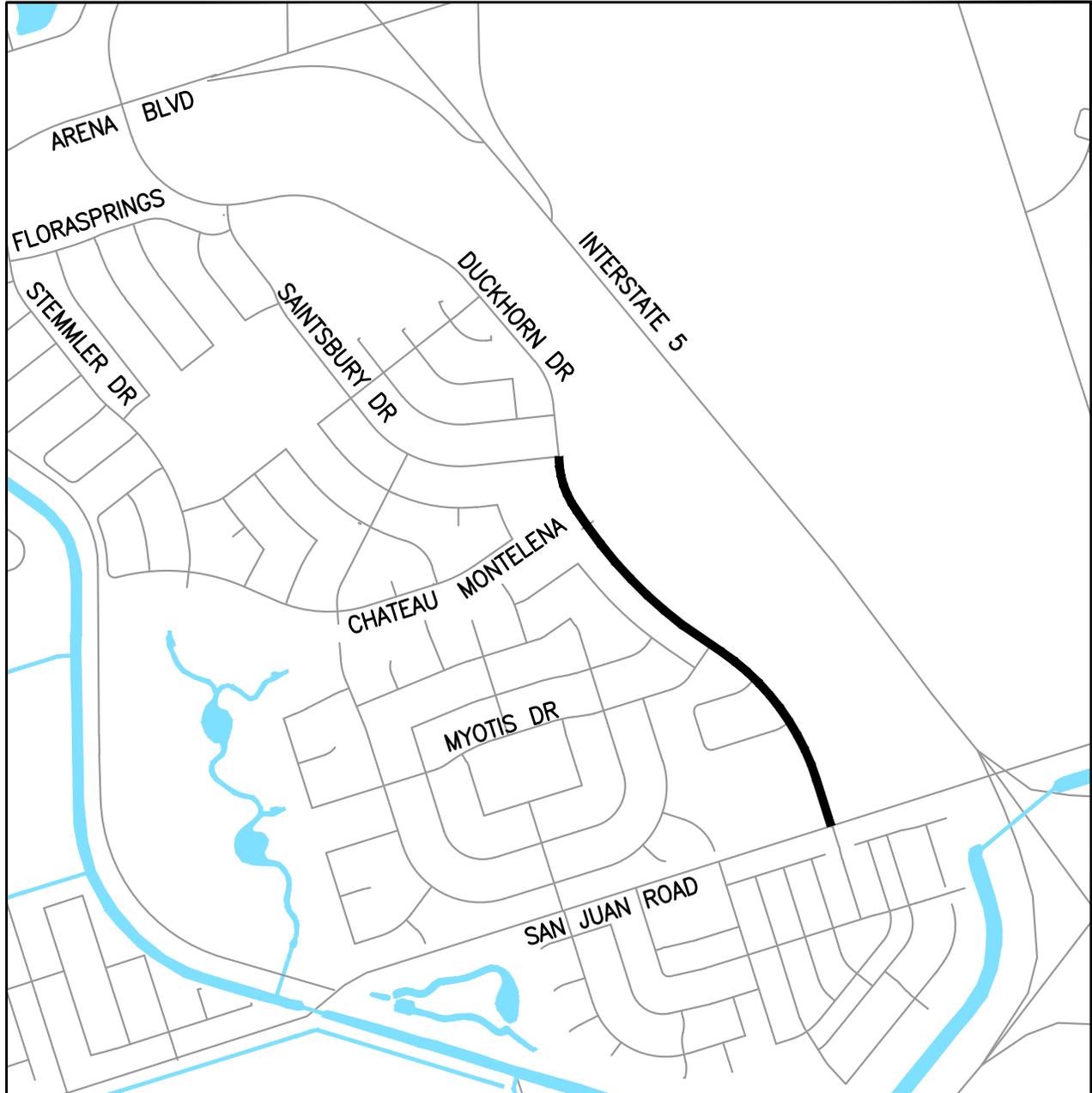
Slurry Seal – The majority of our streets will receive this type of resurfacing treatment. It's a blend of oil and small rocks which is a one day preventative maintenance procedure.

Microsurfacing – This type of resurfacing is similar to a Slurry Seal but has polymers added to the mix design to increase product durability and strength. This treatment is typically placed on heavily traveled roadways.

Chip Seal – A chip seal is an application of liquid asphalt covered with small rock chips. This treatment, which adds strength to the existing pavement, is relatively long-lasting and cost-effective. This product also incorporates the use of recycled rubber tires in the mix design.

Cape Seal – A cape seal consists of first applying a chip seal and then adding a slurry seal about a week later.

Council District 1 Microsurfacing



Map Contact
K. CHAHAL

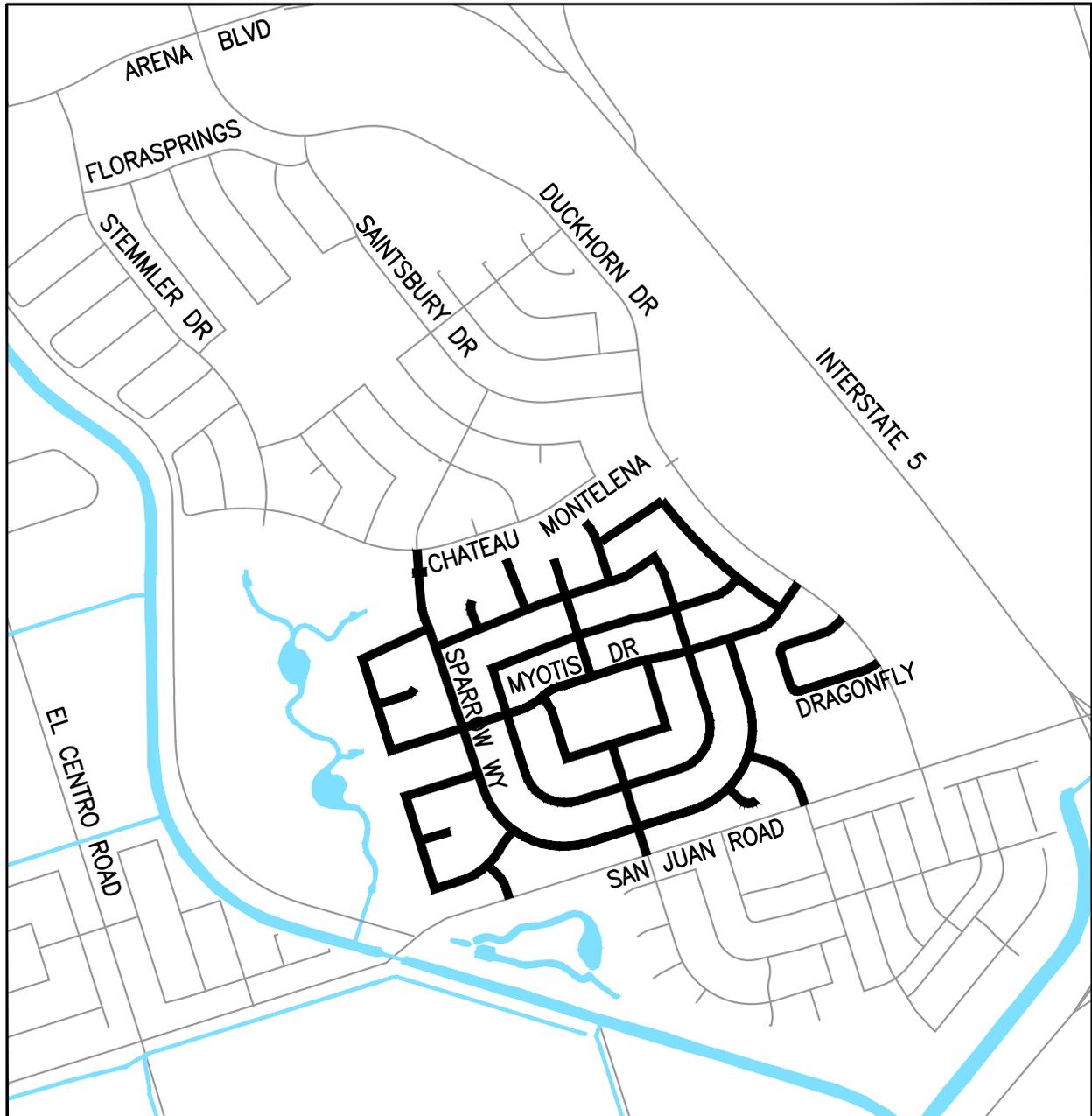


2014 STREET SEAL COAT PROJECT
PN: R15142020



DECEMBER 11, 2013

Council District 1 Slurry Seal



Map Contact
K. CHAHAL

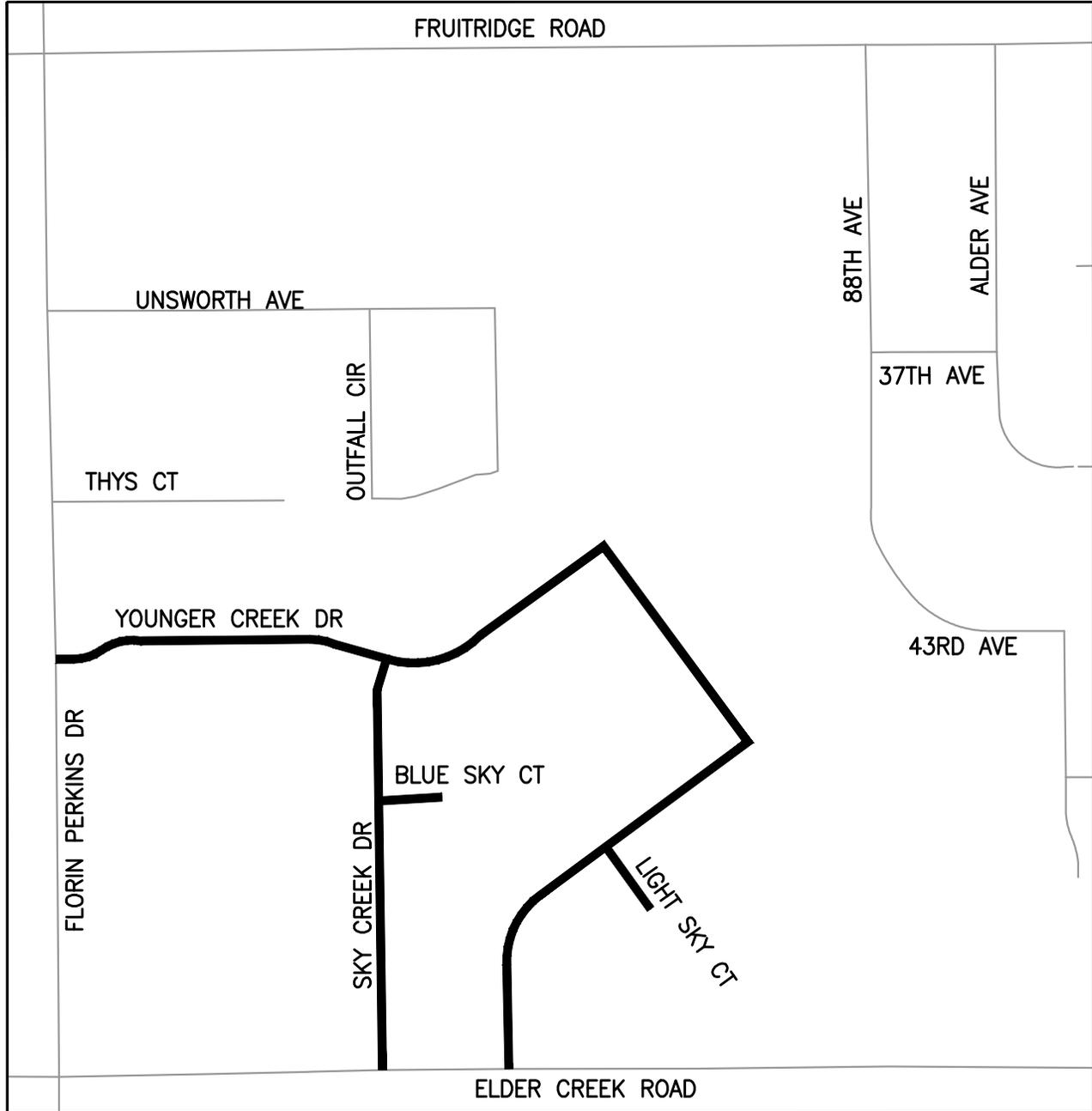
0 1000 2000 3000 4000

2014 STREET SEAL COAT PROJECT
PN: R15142020



DECEMBER 11, 2013

Council District 6 Asphalt Rubber Cape



Map Contact
K. CHAHAL



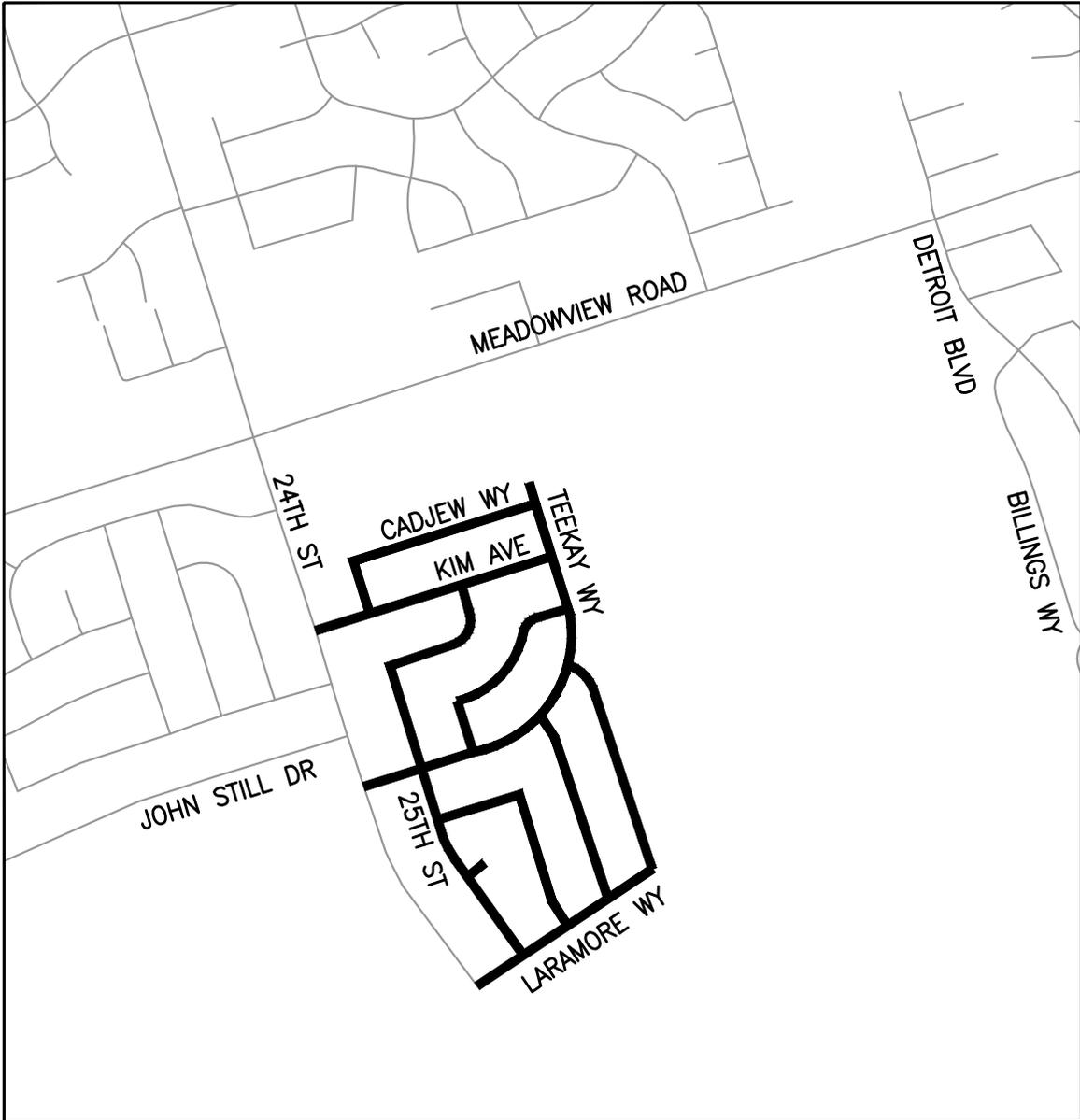
2014 STREET SEAL COAT PROJECT

PN: R15142020



DECEMBER 11, 2013

Council District 8 Asphalt Rubber Cape



Map Contact
K. CHAHAL

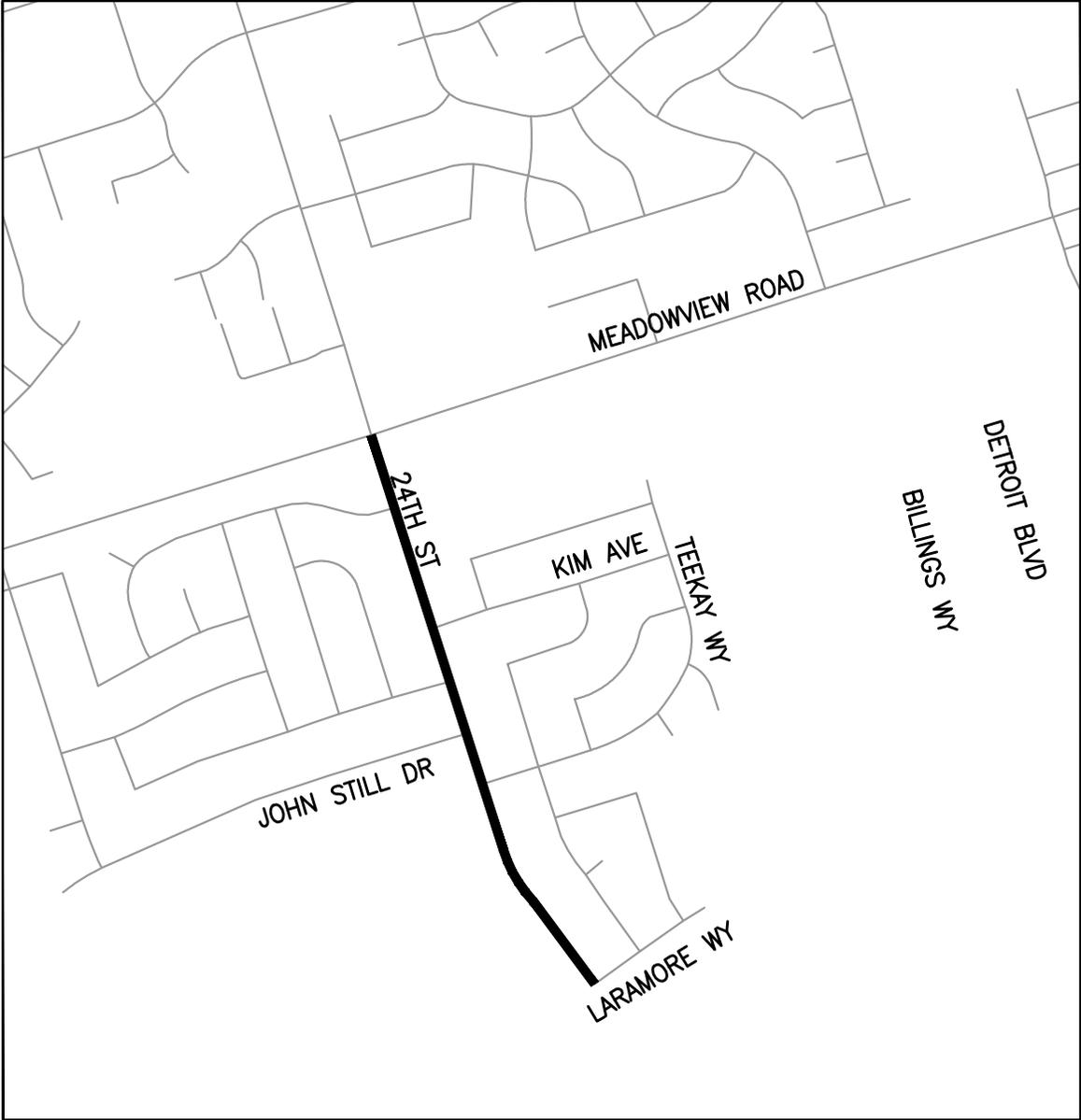
0 2000 4000 6000 8000

2014 STREET SEAL COAT PROJECT
PN: R15142020



DECEMBER 11, 2013

Council District 8
Microsurfacing



Map Contact
K. CHAHAL



2014 STREET SEAL COAT PROJECT
PN: R15142020



DECEMBER 11, 2013

CONTRACT SPECIFICATIONS
for
2014 Street Seal Coat
(PN: R15142020)

Bid #B14151131025

For Pre-Bid Information Call:
Greg Smith, Project Manager
(916) 808-8364

Bids to be received before
2:00 P.M. June 11, 2014
at: City Clerk's Public
Counter New City Hall
915 I Street, 5th Floor
Sacramento, CA 95814

LBE PROGRAM

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goal, please contact Lorrie Lowry at (916) 808-5448, or visit the City of Sacramento's local business web site at: <http://portal.cityofsacramento.org/Economic-Development/Small-Business/LBE>

Estimated Construction Cost: \$668,000.00

Construction Time: 25 Working Days

**2014 Street Seal Coat
R15142020
Addendum No. 1**

May 29, 2014

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the bid proposal form submitted; or
- (b) By separate letter or email which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by email or letter, provided such email or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Greg Smith at (916) 808-8364.

Respectfully,



Brenda Kee
Program Analyst

Enclosure

**2014 Street Seal Coat
R15142020
Addendum No. 1**

- Item 1** **Labor Compliance Requirements Cover Sheet** - to be inserted in bid documents as page 10, prior to Labor Compliance Handbook.
- Item 2** **Bid Proposal Checklist** - revised to remove Cost Breakdown for Lump Sum Electrical Items and City Approved Fiber Contractor items. Attached document replaces the original Bid Proposal Checklist in the bid documents.



LABOR COMPLIANCE REQUIREMENTS

Labor compliance requirements will be discussed at the pre-construction meeting. However, please read the attached documents relating to the labor compliance 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 Brenda Kee at bkee@cityofsacramento.org.

Each contractor and every lower-tier subcontractor 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 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, which is currently LCPTracker.

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 might 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 prime and subs to manually enter their data into LCPTracker meeting the required deadlines for those documents.

This requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

BID PROPOSAL CHECKLIST

<u>Included: Please (√)</u>	<u>Pages</u>
<input type="checkbox"/> LBE Participation Program Prime Contractor Form (NEW)	1 only
<input type="checkbox"/> Subcontractor and LBE Participation Form (NEW)	1 only
<input type="checkbox"/> Bid Proposal Form	1 - 3
<input type="checkbox"/> Bid Proposal Guarantee	1 only
<input type="checkbox"/> Drug Free Work Place Certification	1 only
<input type="checkbox"/> Minimum Qualifications Questionnaire	1 - 6
<input type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification	1 - 9

1. The Responsible Managing Officer (RMO) REED JEFFREY RANDOLPH certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 05/07/2002

[BQ's Bond History](#)

WORKERS' COMPENSATION

This license has workers compensation insurance with
DEPARTMENT OF INDUSTRIAL RELATIONS

Workers' Compensation

Policy Number: 2106C

Effective Date: 08/01/1988

Expire Date: None

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List	Other Licenses
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Division of Labor Standards Enforcement (DLSE)

Public Works

[Home page for Public Works](#)
[Contractor Debarment](#)
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[Resources](#)

DLSE Debarments

The following contractors are currently barred from bidding on, or accepting or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

Note: As part of your due diligence, we suggest that you also check:

- [Debarments made by the Division of Apprenticeship Standards \(DAS\)](#)
- [Contractor status at the Contractors State License Board \(CSLB\)](#)
- [The Federal debarment list at the Excluded Parties List System](#)

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagama
 Special Assistant to the Labor Commissioner
 455 Golden Gate Ave., 9th Flr.
 San Francisco, CA 94102
 415-703-4810
 SNakagama@dir.ca.gov

Revised: 5/30/14

Name of contractor	Period of debarment
Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired) Decision	5/10/14 through 5/9/17
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927 Decision	5/1/14 through 4/30/17
Don Kelly Construction , Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719 Decision	3/25/14 through 3/24/17
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229 Decision	2/28/14 through 2/27/17
Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001	10/31/13 through 10/31/16

[Electronic Certified Payroll Records \(eCPR\)](#)
[Public Works Projects Registration \(PWC-100\)](#)
[Public Works Manual](#)

CSLB# 915036 (revoked) Decision	
Ayodejia A. Ogundare, Individual Db a Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322 Decision	5/15/2013 through 5/15/2014
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220 Decision	7/29/12 through 7/28/15
FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252 Decision	6/14/12 through 6/13/15
Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 Decision	3/29/12 through 3/28/15
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) Decision	3/31/11 through 3/30/13
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) Decision	3/31/11 through 3/30/13
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) Decision Addendum	3/1/11 through 2/28/14
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)	7/1/10 through 6/30/13
David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993	7/1/10 through 6/30/13
Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901 Decision	7/1/10 through 6/30/13
Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)	4/19/10 through 4/18/13
Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 Decision	4/19/10 through 4/18/13
Southwest Grading,	3/18/10 through 3/17/13

<p>dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595</p> <p>David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10 Decision </p>	
<p>S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) Decision </p>	10/15/09 through 10/14/12
<p>Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) Decision </p>	8/5/09 through 8/4/12
<p>All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision </p>	5/14/09 through 5/13/12
<p>1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked Decision </p>	3/16/09 through 3/15/12

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City of Sacramento
Formal Bid / Proposal Delivery Options

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk's Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS) - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk's Office 915 I Street, New City Hall Public Counter - 5 th Floor Sacramento, CA 95814-2604
2.	Expedited Services - FedEx - UPS - DHL	Sacramento City Clerk's Office 915 I Street, New City Hall Public Counter - 5 th Floor Sacramento, CA 95814-2604
3.	Personal Delivery - Hand Delivery - Courier	Sacramento City Clerk's Office 915 I Street, New City Hall Public Counter - 5 th Floor Sacramento, CA 95814-2604

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Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk Public Counter, New City Hall, 5th Floor, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM on June 11, 2014** and will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

**2014 Street Seal Coat
(PN: R15142020)**

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal which conforms to the requirements of Section 7.0 of the Instructions to Bidders. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed proposals shall be submitted on the printed forms contained in the Project Manual and enclosed in an envelope marked: Sealed Bid Proposal for:

**2014 Street Seal Coat
(PN: R15142020)**

Copies of the Contract Documents are available at

Planetbids
<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#>

There are no costs to view or download the plans and specifications.

Subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **Electronic Web submittal of Labor Compliance Reports is effective May 1, 2007.** Each contractor and every lower-tier subcontractor 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 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.

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 might be capable of generating a 'comma delimited file' that will interface with the software.

This requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding this Labor Compliance Program should be directed to the department's contracts staff or Contracts Services at (916) 808-8195.

Pursuant to Sacramento City Code Section 3.60.250, any Agreement awarded pursuant to this Invitation to Bid shall contain a provision permitting the substitution of securities for any monies withheld to ensure performance under the Agreement. The terms of such provisions shall be according to the requirements and the form required by the City.

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, Sacramento, CA 95814.

**LOCAL BUSINESS ENTERPRISE (LBE)
PARTICIPATION REQUIREMENTS**
(City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

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 percentage and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, 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 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Bidders shall submit proof to the City demonstrating that the business and each subcontractor, trucker, material supplier, or other business entity listed on the forms submitted are in compliance with all applicable laws relating to licensing and are not delinquent in payment of any City of Sacramento or County of Sacramento taxes, permits, or fees. Failure to submit the required LBE information may be grounds for finding the bid non-responsive.

II. LBE QUALIFICATION

- A. A LBE designated in the bid must be qualified as a LBE prior to the time set for submission of bids.
- B. 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. Proof 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 for at least twelve (12) consecutive months prior to submission of bid; and
 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
 - a. The LBE's principle business office or workspace; or
 - 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.

- C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed or supplies to be furnished by certified LBEs designated in the bidder's Subcontractor and LBE Participation Verification Form, relative to the total dollar amount of the bid.
- B. Participation Credit: To receive credit for participation:(1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials, equipment, or supplies that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C.
- D. Suppliers: Credit for an LBE supplier of materials, equipment, or supplies is counted as one hundred (100) percent of the amount paid to the supplier for the material, equipment, or supplies. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- E. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
 - Truckers: Credit for an LBE trucker is counted as one hundred (100) percent of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials, equipment, or supplies being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

- A. 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 (1) 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 each LBE subcontractor or supplier.

Not 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 City, to determine compliance with any provision of the LBE program or these specifications.

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

1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
2. The listed LBE becomes bankrupt or insolvent.
3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
4. The work performed or the materials/equipment/supplies provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
5. It would be in the best interest of the City.

C. 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.

D. 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 LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by 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, and a deduction may be made from the contract amount. The deduction shall be not more than ten (10) percent of the value of the work or materials/equipment/supplies that the subject LBE(s) were listed to perform/provide in the Contractor's bid, and shall be deducted from any payment due to 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.

E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor, and the Contractor may, not later than five

(5) working days after receiving such notice, provide a written request to 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 five (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.

The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by telecopy, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by telecopy shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

V. DEFINITIONS

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. Bid: Any response to a City solicitation for bids.

CITY OF SACRAMENTO



LABOR COMPLIANCE HANDBOOK 2014

PUBLIC WORKS LABOR PROJECTS – LABOR COMPLIANCE



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.

CITY OF SACRAMENTO LABOR COMPLIANCE STAFF

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City of
SACRAMENTO

STATE WAGE DETERMINATION

Web Site

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

Web Site

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 U.S. 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 apprenticeable craft or trade that has approved the contractor in the area of the site of the 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 apprenticeable 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>

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 101325, Pasadena, California 91189-0005.

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?

They are:

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.

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. 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.

**ALL CURRENT AND APPRETICEABLE TRADES/CRAFTS WITHIN
SACRAMENTO COUNTY**

Asbestos Worker, Heat and Frost Insulator	Parking and Highway Improvement (Striper)
Boilermaker-Blacksmith	Painter
Bricklayer, Stonemason	Plasterer
Carpenter – All Related Trades	Plaster Tender
Carpet, Linoleum and Resilient Floor Layer	Roofer
Cement Mason	Landscape/Irrigation Fitter
Drywall Installer/Lather (Carpenter)	Sprinkler Fitter (Fire Protection/Fire Control System)
Drywall Finisher (Painter)	Pile Driver Operating Engineer
Electrician, Inside Wireman	Pile Driver (Carpenter)
Electrical Utility Lineman	Parking and Highway Imprvmnts Painter (Laborer)
Elevator Constructor	Plumber/Steamfitter
Field Surveyor Chainman/Rodman	Pipefitter
Chief of Party	Underground/Utility Pipefitter
Glazer	Metal Roofing System Installer
Electrician (Comm & System Installer)	Sheet Metal Worker
Electrician (Comm & System Tech, Cable Splicer)	Stator Re-winder
Iron Worker	Terrazzo Finisher
Laborer	Terrazzo Worker
Marble Finisher/ Marble Mason/ Marble Setter	Tile Setter
Millwright	Tile Finisher
Operating Engineer	Steel Erector & Fabricator
Operating Engineer (Dredger)	Tunnel/Underground (Operating Engineer)
Building Construction Inspector	Tunnel Worker (Laborer)
Operating Engineer (Landscape Constuction)	Parking & Highway Improvement (Striper-Laborer)
Pointer, Caulker and Cleaner	Bricktender
Acoustical Installer (Carpenter)	Scaffolding and Shoring Erector (Carpenter)
Hardwood Floor Layer (Carpenter)	Shingler (Carpenter)
Insulation Installer (Carpenter)	Communications & System Installer
Field Surveyor Instrument man	Taper
Roofer	Metal Deck and Siding

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 appreticeable trades

is: <http://www.dir.ca.gov/oprl/pwappwage/>

[PWAppWageStart.asp](http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp)

**STATE OF CALIFORNIA DEPARTMENT
INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS
DISTRICT OFFICE**

2424 Arden Way, Suite 16

Sacramento, CA 95825

APPRENTICESHIP COMMITTEES FOR SACRAMENTO COUNTY

Please visit: <http://www.dir.ca.gov/databases/das/aigstart.asp> to verify the committee for your specific trade.

The screenshot shows the website interface for the State of California Department of Industrial Relations, Division of Apprenticeship Standards (DAS). The header includes the CA.GOV logo, navigation links (Home, Labor Law, Workplace Safety, Workers' Comp, Self Insurance, Apprenticeship, Director's Office, Boards), and a search bar. The main content area is titled "Apprenticeship program information - search" and includes a search form with dropdown menus for "Select a county" (set to "All counties") and "Select an occupation" (set to "All occupations"), along with a "Search" button. A disclaimer is present below the form. A right-hand sidebar contains "Quick Links" and "About DAS" sections.

State of California
CA.gov | Contact DIR | Press Room

CA.GOV Department of Industrial Relations

Search This Site California

Home Labor Law Workplace Safety Workers' Comp Self Insurance Apprenticeship Director's Office Boards

Division of Apprenticeship Standards (DAS)

Apprenticeship program information - search

Description of apprenticeship programs Definitions used

Search available apprenticeship programs
by selecting a county and an occupation group

Data is current as of 03/22/2013

Disclaimer

The following listing of registered program sponsors does not necessarily signify they are taking applications for apprenticeship or employment. Program sponsors determine individually when they will take applications. Please contact program sponsors to check on open application periods.

Select a county All counties

Select an occupation All occupations

Search

More information

Division of Apprenticeship Standards (DAS)

Quick Links

- ▶ Become an apprentice
- ▶ Find an apprenticeship program
- ▶ Find a registered apprentice
- ▶ Train employees through apprenticeship
- ▶ Use apprentices on public works projects
- ▶ I built it!
- ▶ Apprenticeship Council meetings
- ▶ DIR Laws and Regulations

About DAS

- ▶ About Us (Overview of DAS)
- ▶ Contact
- ▶ Locations

DAS Home

(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 420603
San Francisco, CA 94142
(415) 703-1128

(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)

**PRE
CONSTRUCTION
DOCUMENTS**



CITY OF SACRAMENTO
CALIFORNIA

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: XXXXXXX
JOB: XXXXXXX
PROJECT # XXXXX

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 § 1777.5). Current Prevailing Wage Rates can be accessed at <http://www.dir.ca.gov/h/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/oprl/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:
 - ⇒ Submit Division of Industrial Relations form DAS-140, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. 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.)
 - ⇒ 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 LCPTTracker.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. *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 LCPTTracker.net. **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 LCPTTracker.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 LCPTTracker.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.

Listing of Subcontractors

Contractors and subcontractors are required to list all suppliers and tier subcontractors hired to perform work on a public works project (in accordance to contract standard specification).

- 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 compliance met by subcontractors and owner-operators.
- 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 LCPTracker.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. 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.

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 LCPTracker.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 construction.

5. Fringe Benefit Statement:

- a) Asterisk or note any form of benefits that are included in the payroll reports "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 amount 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.

6 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:
 - 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 Work 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 CONSTRCUTION

Classification Worksheet

A separate form must be filled out for each contractor/subcontractor performing on the project.

Project Name	
Project Number	
Contractor Name	
Contact Name	
Contact Phone	
Contact Email	
CSLB/Certificate #	

Classification(s) being Utilized (check all that apply)

- | | |
|--------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Carpet/Linoleum |
| <input type="checkbox"/> Electricians | <input type="checkbox"/> Laborers |
| <input type="checkbox"/> Pile Drivers | <input type="checkbox"/> Sheet Metal |
| <input type="checkbox"/> Boilermaker | <input type="checkbox"/> Cement Mason |
| <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Millwrights |
| <input type="checkbox"/> Pipe Trades | <input type="checkbox"/> Sound/Communication |
| <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Drywall Finisher |
| <input type="checkbox"/> Glaziers | <input type="checkbox"/> Operating Engineer |
| <input type="checkbox"/> Plasterer | <input type="checkbox"/> Surveyor |
| <input type="checkbox"/> Carpenter | <input type="checkbox"/> Drywall/Lather |
| <input type="checkbox"/> Iron Workers | <input type="checkbox"/> Painters |
| <input type="checkbox"/> Roofers | <input type="checkbox"/> Teamster |
| <input type="checkbox"/> Tile Workers | <input type="checkbox"/> 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 and Title)

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the prime contractor encourage completion of this checklist by their sub and specialty contractors.

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 SUB-CONTRACTING, 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/dlsr/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 1776(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

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6*, the *Government Code*, the *Public Contracts Code*, and *Title VII of the Civil Rights Act of 1964*.

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)

City of Sacramento
PW-300 Form

Instructions: The Prime Contractor and all Subcontractors are required to fill out the form accurately and submit the PW-300 via LCPTracker.net. If there are no subs or suppliers, simply state on the PW-300 and upload. Please refer to Public Contract Code 4107 regarding changes to subcontractor listing. If any changes are made, a revised PW-300 Form is **required**.

Date		Project #	
Name		Project Name	
Address:		Contract #	
City, State, Zip		Total Contract Amount	
Contact		Estimated Start Date	
Phone		Estimated Completion Date	
Email		Federal Tax ID #	
Contractor Lic. #		State Tax ID #	

PRIME CONTRACTOR

SUBCONTRACTORS LIST

SUBCONTRACTOR		Contact	
Name		Phone	
Address:		Email	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
Description of services		SBE/EBE/LBE	
Contract \$ Value			

SUBCONTRACTOR		Contact	
Name		Phone	
Address:		Email	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
Description of services		SBE/EBE/LBE	
Contract \$ Value			

SUBCONTRACTOR		Contact	
Name		Phone	
Address:		Email	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
Description of services		SBE/EBE/LBE	
Contract \$ Value			

SUBCONTRACTOR		Contact	
Name		Phone	
Address:		Email	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
Description of services		SBE/EBE/LBE	
Contract \$ Value			

Add additional pages if necessary.

**Statement of Employer Payments
"Fringe Benefit Statement"**

Date _____ In Reply, Refer to Case No.: _____

Prime: _____

Subcontractor: _____

PROJECT NAME: _____

PROJECT CONTRACT NO.: _____ County/location: _____

HEALTH AND WELFARE

NAME OF PLAN _____ Address, City, State, Zip _____, _____, _____

ADMINISTRATOR _____ Address, City, State, Zip _____, _____, _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS: WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

PENSION

NAME OF PLAN _____ Address, City, State, Zip _____, _____, _____

ADMINISTRATOR _____ Address, City, State, Zip _____, _____, _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS: WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

VACATION/HOLIDAY

NAME OF PLAN _____ Address, City, State, Zip _____, _____, _____

ADMINISTRATOR _____ Address, City, State, Zip _____, _____, _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS: WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

TRAINING

NAME OF PLAN _____ Address, City, State, Zip _____, _____, _____

ADMINISTRATOR _____ Address, City, State, Zip _____, _____, _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS: WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

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 AND BREAKDOWN

NAME OF PLAN _____ Address, City, State, Zip _____, _____, _____

ADMINISTRATOR _____ Address, City, State, Zip _____, _____, _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS: WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

NAME OF PLAN _____ Address, City, State, Zip _____, _____, _____

ADMINISTRATOR _____ Address, City, State, Zip _____, _____, _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS: WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

NAME OF PLAN _____ Address, City, State, Zip _____, _____, _____

ADMINISTRATOR _____ Address, City, State, Zip _____, _____, _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS: WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

NAME OF PLAN _____ Address, City, State, Zip _____, _____, _____

ADMINISTRATOR _____ Address, City, State, Zip _____, _____, _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS: WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

NAME OF PLAN _____ Address, City, State, Zip _____, _____, _____

ADMINISTRATOR _____ Address, City, State, Zip _____, _____, _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS: WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

PUBLIC WORKS CONTRACT AWARD INFORMATION

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

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

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

This is not a request for dispatch of apprentices.

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

Check One Of The Boxes Below

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

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

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

Signature _____

Date _____

Typed Name _____

Title _____

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

DAS-140 Form: How to use/fill out 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.

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**
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.

AGREEMENT TO TRAIN APPRENTICES

District No.

DAS File No.

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O*Net Code
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] 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

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

- Revoked
- End of Project (Enter project name and address in Area Covered above)
- Date
Date
- Other
Specify

EFFECTIVE DATE

[SIGNED] By Date
Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

AGREEMENT TO TRAIN APPRENTICES

District No. _____

DAS File No. _____

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O*Net Code
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] 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 _____

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

- Revoked
- End of Project (Enter project name and address in Area Covered above)
- Date _____ Date _____
- Other _____ Specify _____

EFFECTIVE DATE

[SIGNED] By _____ Date _____

Apprenticeship Consultant

REMARKS:

MUST be signed by both Committee and DAS prior to submission

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

D. O.	FILE NUMBER

A	B	C	D	E	Official Use
Gender	Ethnic	Dependents	Education	Yrs Employ	STATUS



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

APPRENTICE AGREEMENT

APPRENTICE LAST NAME, FIRST NAME MIDDLE			SOCIAL SECURITY NUMBER		
APPRENTICE ADDRESS (NUMBER AND STREET / CITY, STATE & ZIP)			BIRTHDATE (mm/dd/yyyy)		F - VETERAN Yes: <input type="checkbox"/> No: <input type="checkbox"/>
OCCUPATION			COUNTY OF RESIDENCE		
O*Net code					
TERM OF APPRENTICESHIP Hours Within Years		STRAIGHT TIME 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 _____
DAY MONTH YEAR SIGNATURE OF APPRENTICE

AGREED TO BY THE EMPLOYER

SIGNATURE OF PARENT OR GUARDIAN (IF APPRENTICE IS 16 OR 17)

AGREED TO AND APPROVED BY, FOR THE COMMITTEE

SIGNATURE OF EMPLOYER OR ITS REPRESENTATIVE	TITLE
NAME OF EMPLOYER	
ADDRESS	

SIGNATURE -- SECRETARY / CHAIR / COORDINATOR

DATE

ACCEPTED BY DAS

SIGNATURE -- APPRENTICESHIP CONSULTANT

DATE

for unilateral programs only]

This agreement is approved by _____

for the Administrator of Apprenticeship

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)

<p>A. Gender</p> <p><input type="checkbox"/> Male <input type="checkbox"/> Female</p> <p><small>(Cal. Code of Regulations, Title 8, Ch. 2, Sec. 215)</small></p> <p>B. Ethnic or Race Derivation (Check only one)</p> <p>1 <input type="checkbox"/> WHITE (Not of Hispanic Origin) -- A person having origins in any of the original peoples of Europe, North Africa or the Middle East.</p> <p>2 <input type="checkbox"/> BLACK (Not of Hispanic Origin) -- A person having origins in any of the Black racial groups of Africa.</p> <p style="margin-left: 20px;">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.</p> <p>A <input type="checkbox"/> Asian Asian Indian</p> <p>B <input type="checkbox"/> Asian Bangladeshi</p> <p>C <input type="checkbox"/> Asian Chinese</p> <p>D <input type="checkbox"/> Asian Cambodian</p> <p>6 <input type="checkbox"/> Asian Filipino</p> <p>E <input type="checkbox"/> Asian Hmong</p> <p>I <input type="checkbox"/> Asian Indonesian</p> <p>J <input type="checkbox"/> Asian Japanese</p> <p>K <input type="checkbox"/> Asian Korean</p> <p>L <input type="checkbox"/> Asian Laotian</p> <p>M <input type="checkbox"/> Asian Malaysian</p> <p>P <input type="checkbox"/> Asian Pakistani</p> <p>R <input type="checkbox"/> Asian Sri Lankan</p> <p>T <input type="checkbox"/> Asian Taiwanese</p> <p>U <input type="checkbox"/> Asian Thai</p> <p>V <input type="checkbox"/> Asian Vietnamese</p> <p>F <input type="checkbox"/> Native Hawaiian Fijian</p> <p>G <input type="checkbox"/> Native Hawaiian Guamanian</p> <p>H <input type="checkbox"/> Native Hawaiian Hawaiian</p> <p>S <input type="checkbox"/> Native Hawaiian Samoan</p> <p>W <input type="checkbox"/> Native Hawaiian Tongan</p> <p>4 <input type="checkbox"/> AMERICAN INDIAN OR ALASKAN NATIVE -- A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.</p> <p><input type="checkbox"/> HISPANIC -- A person of Mexican, Puerto Rican, Cuban, South Central American or other Spanish culture or origin, regardless of race.</p> <p>7</p> <p><small>(Cal. Labor Code, Ch. 4, div. 3, Sec. 151)</small></p>	<p>C. Number of Dependents (Do not count yourself)</p> <p>0 <input type="checkbox"/> None 4 <input type="checkbox"/> Four</p> <p>1 <input type="checkbox"/> One 5 <input type="checkbox"/> Five</p> <p>2 <input type="checkbox"/> Two 6 <input type="checkbox"/> Six or More</p> <p>3 <input type="checkbox"/> Three</p> <p><small>(Voluntary)</small></p> <p>D. Highest Year of Education Completed</p> <p>1 <input type="checkbox"/> 8th Grade or less 6 <input type="checkbox"/> 1 Year of College</p> <p>2 <input type="checkbox"/> 9th Grade 7 <input type="checkbox"/> 2 Years of College</p> <p>3 <input type="checkbox"/> 10th Grade 8 <input type="checkbox"/> 3 Years of College</p> <p>4 <input type="checkbox"/> 11th Grade 9 <input type="checkbox"/> 4 or more Years of College</p> <p>5 <input type="checkbox"/> 12th Grade (or GED Certificate)</p> <p><small>(Cal. Labor Code, Ch. 4, div. 3, Sec. 3076.3)</small></p> <p>E. Number of Years You Have Been Employed Full Time to Date (Except for Military Service)</p> <p>0 <input type="checkbox"/> None</p> <p>1 <input type="checkbox"/> Less Than 1 Year</p> <p>2 <input type="checkbox"/> 1 But Less Than 2 Years</p> <p>3 <input type="checkbox"/> 2 But Less Than 3 Years</p> <p>4 <input type="checkbox"/> 3 But Less Than 4 Years</p> <p>5 <input type="checkbox"/> 4 But Less Than 5 Years</p> <p>6 <input type="checkbox"/> 5 Years or More</p> <p><small>(Voluntary)</small></p> <p>F. Have You Served on Active Duty (other than reserve status) in the U. S. Armed Forces?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, Please Enter:</p> <p>Month and Year Entered _____</p> <p>Month and Year Separated _____</p> <p>Total Months served on Active Duty _____</p> <p style="margin-top: 20px;">Apprentice's Signature _____</p>
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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/DAS/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date: _____

Contractor Requesting Dispatch:

To Applicable Apprenticeship Committee:

Name: _____

Name: _____

Address: _____

Address: _____

License No. _____

Tel. No. _____ Fax No. _____

Tel. No. _____ Fax No. _____

Project Information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

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

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

Name of Person to Report to: _____

Address to Report to: _____

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

<http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>

DAS 142 (Revised 12/11)

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 link is as follow: <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.
- c) If applicable fringes are paid directly to an approved Union Shop please state so on the CAC-2 form and upload into LCPtracker.net under 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 submitted 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. These reports are submitted via the City of Sacramento contracted electronic reporting program, LCPtracker.net which can be found online at www.lcptracker.net. If you do not

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.

- b) 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).
- 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
CONSTRUCITON
PROJECT**

State of California
 Department of Industrial Relations
 California Apprenticeship Council
 P.O. Box 420603
 San Francisco, CA 94142

TRAINING FUND CONTRIBUTIONS

Please use a separate form for each jobsite, listing the occupations for the jobsite. One check payable to the California Apprenticeship Council may be submitted for all jobsites and/or occupations. Training fund contributions are not accepted by the California Apprenticeship Council for federal public works projects, unless the project is administered by a public agency or for non-apprenticeable occupations such as utility technicians, lead abatement worker, etc.

California Apprenticeship Council

****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 SUCCESSFUL SUBMISSION AND PROCESS OF PAYMENT.

NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION		CONTRACTOR'S LICENSE NUMBER		
		CONTRACT OR PROJECT NUMBER		
		JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.		
NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT		PERIOD COVERED BY CONTRIBUTION (FROM - TO)		
CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC).	COUNTY WORK PERFORMED IN	ALL HOURS	CONTRIBUTION RATE PER HOUR	AMOUNT
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
			TOTAL	\$ 0.00
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	



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

Date:

CLEAR FORM

Contractor/Sub Contractor making contributions	Contractor	Period covered by contribution (from - to)	Jobsite Location (including County)
* Name: <input type="text"/>	* License Number: <input type="text"/>	* Period Start: <input type="text"/>	If applicable, give name of school, hospital, building, etc. <input type="text"/>
* Address: <input type="text"/>	* Contract/Project Number <input type="text"/>	* Period End: <input type="text"/> (MM/DD/YYYY)	Comments: <input type="text"/>
* City: <input type="text"/>			
* State: <input type="text"/>			
* ZIP: <input type="text"/>			

* Name of the submitting party: <input type="text"/>	* Submitter's Title: <input type="text"/>	* Submitter's Email: <input type="text"/>	* Submitter's Phone: e.g., (999) 999-9999 <input type="text"/>
---------------------------------------------------------	----------------------------------------------	----------------------------------------------	----------------------------------------------------------------------

Instructions: You may want to use the keyboard TAB key to navigate the fields and the Up ^ | Down V ARROW keys to select a list item.

	* County of Work	* Classification	* Hours (max: 9,999.99)	* Rate (max: \$9.99)	Amount
*1)	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ 0.00
2)	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ 0.00
3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ 0.00
4)	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ 0.00

5)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
6)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
7)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
8)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
9)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
10)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
11)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
12)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
13)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
14)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
15)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
16)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
17)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
18)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
19)	Select a county	Select an occupation	0	\$ 0	\$ 0.00
20)	Select a county	Select an occupation	0	\$ 0	\$ 0.00

TOTAL AMOUNT: \$ 0.00

When done with some or all the entries above, please carefully review and then enter the code you see below:



Calculate Total Amount

AUTHORIZATION FOR PAYROLL DEDUCTION

Project Name:
Project Number:
Employee Name:

- 1) Reason for Deduction:
Percentage/Amount of Deduction: % 0% OR \$\$ Start Date
Frequency of Deduction:
Termination Date:

- 2) Reason for Deduction:
Percentage/Amount of Deduction: % 0% OR \$\$ Start Date
Frequency of Deduction: weekly
Termination Date:

- 3) Reason for Deduction:
Percentage/Amount of Deduction: % 0% OR \$\$ Start Date
Frequency of Deduction: weekly
Termination Date:

- 4) Reason for Deduction:
Percentage/Amount of Deduction: % 0% OR \$\$ Start Date
Frequency of Deduction: weekly
Termination Date:

- 5) Reason for Deduction:
Percentage/Amount of Deduction: % 0% OR \$\$ Start Date
Frequency of Deduction: weekly
Termination Date:

- 6) Reason for Deduction:
Percentage/Amount of Deduction: % 0% OR \$\$ Start Date
Frequency of Deduction: weekly
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

Checklist of Documents Required for Labor Compliance on LCPTracker.net

- ✓ **PW300** - This is due within 10 days of precon meeting and needs to be uploaded.
- ✓ **Authorization Letter for Signing Certified Payroll** - This is due prior to the submission of the first Certified Payroll Report
- ✓ **Checklist of Labor Law Requirements** - prime due this on or before precon meeting, subs need to have this finished within 10 days of precon meeting.
- ✓ **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/>

Contact DIR: <http://www.dir.ca.gov/Contactus.html>

2. Division of Labor Standards Enforcement (DLSE):

Web-Link: <http://www.dir.ca.gov/dlse/dlsepublicworks.html>

3. Division of Apprenticeship Standards (DAS):

Web-Link: <http://www.dir.ca.gov/das/das.html>

Apprentice Certification:

Web-Link: <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>

4. California General Prevailing Wage Determination:

Web-Link: <http://www.dir.ca.gov/OPRL/pwd/> (Journeymen)

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp> (Apprentice)

5. Davis Bacon Wage Determination Rates:

Web-Link: <http://www.wdol.gov/dba.aspx>

6. Public Works Information- Frequently Asked Questions:

Web-Link: <http://www.dir.ca.gov/das/publicworksfaq.html>

7. LCPtracker.net

Web-link: <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:

- 1) **Authorized Letter for Signing Certified Payroll** (Original signature required)
- 2) **List of Trades and/or Crafts**
- 3) **Public Works Contract Award Information (DAS 140)** (With verification)
- 4) **Fringe Benefit Statement Forms**
(Due before first Certified Payroll and then only when a change occurs)
- 5) **Authorization for Payroll Deduction** (Original signature required)
(Deductions other than standard deductions must be authorized by the employee)

Labor Compliance Forms Due Weekly:

(Hard copies excluded when submitted electronically)

- **Certified Payroll Form** (LCP Tracker Electronic Payroll)
 - **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
- ✓ 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.

CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS PROJECTS

See following links: www.dir.ca.gov and/or www.leginfo.ca.gov

**2014 Street Seal Coat Project
(PN: R15142020)**

For Labor Compliance Questions or Concerns for the Guy West Bridge Painting & Rehabilitation Project (PN: R15142020) Project, please contact:

Labor Compliance Officer: Jose R. Ledesma, jledesma@cityofsacramento.org, 916.808.8195

Project Manager: Greg Smith, gsmith@cityofsacramento.org, 916.808.8364

Inspector:

This notice must be posted on the job site at all times with the required job postings and DIR wage determinations associated with this project.

BID PROPOSAL FORMS

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

BID PROPOSAL CHECKLIST

<u>Included: Please (√)</u>	<u>Pages</u>
<input checked="" type="checkbox"/> LBE Participation Program Prime Contractor Form (NEW)	1 only
<input checked="" type="checkbox"/> Subcontractor and LBE Participation Form (NEW)	1 only
<input checked="" type="checkbox"/> Bid Proposal Form	1 - 3
<input checked="" type="checkbox"/> Bid Proposal Guarantee	1 only
<input checked="" type="checkbox"/> Drug Free Work Place Certification	1 only
<input checked="" type="checkbox"/> Minimum Qualifications Questionnaire	1 - 6
<input checked="" type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification	1 - 9
<input checked="" type="checkbox"/> Cost Breakdown for Lump Sum Electrical Items*	1 only
<input checked="" type="checkbox"/> City Approved Fiber Contractor **	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 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, at 915 I Street, Suite 2000, Sacramento, CA 95814, email submissions accepted at jledesma@cityofsacramento.org.

**Bidder generated document

Proof that one of the City Approved Fiber Contractors will be doing the fiber termination shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the proof is not submitted within the specified time, the bid will be deemed as non-responsive. The proof shall be submitted to the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814 email submissions accepted at jledesma@cityofsacramento.org.

LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION 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 3.60.270 , 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 3.60.270, 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; or
 - 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.

City of SACRAMENTO

Subcontractor and Local Business Enterprise (LBE) Participation Form

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL USE ONLY BASE BID AMOUNT TO ESTIMATE DOLLAR VALUE

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: VSS International, Inc. Base Bid Amount: \$623,019.00 Is the Prime Contractor a LBE? Yes No

Business Entity/Subcontractor Name and Address	Subcontractor License No.	Indicate LBE (subject to verification)	Items of Work and/or Description of Work, Services, or Materials to be provided to complete contract	Estimated Dollar Value of Work, Services, or Materials to be provided for Base Bid
Sierra Traffic Markings, Inc. 9725 Del Road, Ste. B Roseville, CA 95747	95747	NO	Striping/Striping Removal	\$60,598.25
Pixley Construction, Inc. PO Box 185 Hayward, CA 94557	985759	NO	Raise Manhole to Grade, Water Valve Box to Raise	\$22,400.00
Szeremi Sweeping Service, LLC 721 N. B Street Sacramento, CA	N/A	Yes	Sweeping Services	\$31,510.00

The Prime Contractor hereby certifies that each subcontractor listed on this 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.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Page ___ of ___

Information For Parcel:

001-0031-023-0000

PROPERTY INFORMATION

APN 00100310230000
 Situs Address 721 N B ST
 Postal SACRAMENTO, CA 95811
 City/St/Zip

Additional Addresses for this Parcel

Thomas Bros 297 D 2
 Kappa Maps 50 A 7
 Landuse Code CAA00A
 Jurisdiction SACRAMENTO
 Sup. District District 1 - Phil Serna

OWNERSHIP INFORMATION

Owner • RICHARDS GARDEN OFFICE LLC
 Mailing PO BOX 3011
 Address SACRAMENTO, CA 95812
 Transfer Date 2001-07-20
 Deed View Property Transfer Document
 Owner History View Owner History

PARCEL DETAIL LINKS

General Info View General Parcel Data
 Districts View District Data
 Recorded Map No maps are available.
 Assessor Maps View Assessor Map
 Parcel History View Splits and Merges History Data
 Assessment View Assessor Data
 Info
 Building No Permit record available.
 Permits
 Parcel Notes View Parcel Notes
 Business No Business License Data available.
 Licenses
 SHRA Info View SHRA Data
 CUBS Info No CUBS data available.
 Refuse Pickup No Refuse Pickup schedule available.
 Water Meters No Water Meter Data available.
 Easements View Easements Data
 Planning View Planning Parcel Page
 Parcel Page

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 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:

**2014 STREET SEAL COAT PROJECT
 (R15142020)**

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:

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	SLURRY SEAL (TYPE II) TO PLACE	109,849	SY	\$ 1.41	\$ 154,887.09
2	MICROSURFACING (TYPE II) TO PLACE	77,053	SY	\$ 1.47	\$ 113,267.91
3	MODIFIED ASPHALT BINDER CHIP SEAL TO PLACE	79,761	SY	\$ 3.00	\$ 239,283.00
4	TRAFFIC STRIPE (4" & 6") TO REMOVE	15,965 (F)	LF	\$ 0.42	\$ 6,705.30
5	TRAFFIC STRIPE (8") TO REMOVE	995 (F)	LF	\$ 0.78	\$ 776.10
6	TRAFFIC STRIPE (12") TO REMOVE	3,555 (F)	LF	\$ 1.56	\$ 5,545.80
7	PAVEMENT MARKINGS TO REMOVE	1,321 (F)	SF	\$ 2.08	\$ 2,747.68
8	RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE	1,731 (F)	EA	\$ 3.12	\$ 5,400.72
9	THERMOPLASTIC TRAFFIC STRIPE (4") TO PLACE	7,920 (F)	LF	\$ 0.52	\$ 41,185.40
10	THERMOPLASTIC TRAFFIC STRIPE (6") TO PLACE	12,937 (F)	LF	\$ 0.62	\$ 8,020.94
11	THERMOPLASTIC TRAFFIC STRIPE (8") TO PLACE	995 (F)	LF	\$ 0.83	\$ 825.85
12	THERMOPLASTIC TRAFFIC STRIPE (12") TO PLACE	2,826 (F)	LF	\$ 2.60	\$ 7,347.60

13	THERMOPLASTIC PAVEMENT MARKING TO PLACE	2,978 (F)	SF	\$ 4.00	\$ 11,912.00
14	PAVEMENT GRINDING AT CURB RAMPS	50	EA	\$ 450.00	\$ 22,500.00
15	MANHOLE HEAD TO RAISE	16	EA	\$ 600.00	\$ 9,600.00
16	WATER VALVE BOX TO RAISE	33	EA	\$ 420.00	\$ 13,860.00
17	TRAFFIC SIGN TO PLACE	61	EA	\$ 104.01	\$ 6,344.61
18	NEW SIGN POST TO PLACE	18	EA	\$ 182.00	\$ 3,276.00
19	CHANGEABLE MESSAGE SIGN TO PLACE	3	EA	\$ 2,200.00	\$ 6,600.00

(F) – denotes final pay quantity

CONTRACTOR NAME: VSS International, Inc. TOTAL \$ 623,019.00

It is understood that this Bid Proposal is based upon completion of the Work within a period of **TWENTY-FIVE (25) 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. Contract work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

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:

Add. #	<u>None</u>	DATE	_____
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____

NOTE: State whether your concern 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
_____ BID BOND
_____ MONEY ORDER
_____ OTHER SECURITY

CONTRACTOR
By [Signature]
(Signature)
Jeff Roberts

(Print or Type)

Title Chief Operations Officer

Address _____

3785 Channel Drive West Sacramento, California 95691

Telephone No. (916) 373-1500

Fax No. (916) 373-0183

Email Address VSSI_contracts@slurry.com

Date June 10, 2014

FOR CITY USE ONLY

Bid Bond Security	
<input type="checkbox"/> Properly Signed	<input type="checkbox"/> Improperly Signed
<input type="checkbox"/> Not Included	<input type="checkbox"/> Not Required
Type of Deposit	
<input checked="" type="checkbox"/> Bid Bond	<input type="checkbox"/> Cashier/Certified Check
<input type="checkbox"/> Other _____	Initial: <u>[Signature]</u>

Contractor's License No. 293727 Type A, B, C-12

Expiration Date 3/31/2015

Tax I.D. Nos.- Fed. 94-2270766 State California

City of Sacramento Business Operation Tax Certificate No. 72399

(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE _____ Cert # _____

SBE _____ Cert # _____

UDBE _____ Cert # _____

M/WBE _____ Cert # _____

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

as Principal, and _____

a corporation duly organized under the laws of the State of _____ and _____ duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (BASE OR LUMP SUM) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened by the City Clerk's Office, City of Sacramento, located at 915 I Street, Historic City Hall, Closed Session Room #CH1104, Sacramento, CA 95814 up to the hour of 2:00 p.m. on _____ for the Work specifically described as follows:

**2014 Street Seal Coat
(PN: R15142020)**

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and within the time and manner required under the Contract Documents, enters into a written Contract, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

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 THEREOF We have hereunto set our hands and seal this _____
day of _____ 20____.

(Contractor) (Seal)
By _____
Title _____

(Surety) (Seal)
By _____
Title _____
Agent Name and Address _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent Phone # _____
Surety Phone # _____
California License # _____

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

***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:	N/A	N/A	N/A
	Date	Violation Type	Place of Occurrence

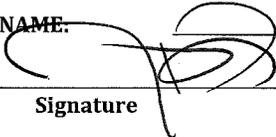
If additional space is required use back of this form.

* 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: VSS International, Inc.

BY:  Jeff Roberts, Chief Operations Officer Date: June 10, 2014

Signature

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.

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:**
293727 A, B, C-12 3/31/2015

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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 1.1?

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 10?

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

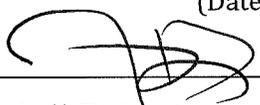
RESOLUTION NO.: 2007-574

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 these 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 West Sacramento, CA, on June 10, 2014.
(Location) (Date)

Signature: 
Print name: Jeff Roberts
Title: Chief Operations Officer

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.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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.

“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**

VSS International, Inc.

Name of Contractor

3785 Channel Drive West Sacramento, California 95691

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 benefit 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 of Authorized Representative

June 10, 2014
Date

Jeff Roberts
Print Name
Chief Operations Officer
Title

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.

**Green Contracting Survey
(Voluntary)**

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.

**FOLLOWING FORMS TO BE FILLED OUT AND
SIGNED ONLY IF AWARDED CONTRACT**

**AGREEMENT
(Construction Contract Over \$25,000)**

THIS AGREEMENT, dated for identification August 7, 2014, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and VSS International, Inc. ("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:

The Notice to Contractors
The Proposal Form submitted by the Contractor
The Instructions to Bidders
The Local Business Enterprise (LBE) Requirements
The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
The City's Reference Guide for Construction Contracts
The Addenda, if any
This Agreement
The Standard Specifications
The Special Provisions
The 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 June 4, 2007 (Resolution No. 2007-350), 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:

**2014 Street Seal Coat
(PN: R15142020)**

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.

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 phrase "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 **25 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.

(B) 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 **nine hundred and ten dollars (\$910)** for each calendar 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 this Contract and until completion and final acceptance of the Work as provided in the Contract Documents, Contractor shall maintain in full force and effect the insurance coverage described in this section.

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 performance of the Work under the Contract. No additional compensation will be provided for Contractor's insurance premiums.

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 of or carried by the Contractor.

(A) Minimum Scope and 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, 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 on an occurrence basis 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.

(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, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(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 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:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 19 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

(E) Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative designated by City. 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) The City may withdraw its offer of contract or cancel the Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Contractor and/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, assemble, 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.

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.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

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

DATE 7/22/2014

BY [Signature]
Jeff Roberts
Print Name
Chief Operations Officer
Title

BY [Signature]
Jordan Reed
Print Name

Title
Treasurer
Federal ID#
94-2270766
State ID#
234-5154

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
- Corporation
- Limited Liability Company
- Other (please specify: _____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

Original Approved As To Form:

[Signature]
City Attorney

BY _____
For: _____
City Manager

Attest:

City Clerk



CITY OF SACRAMENTO

BUSINESS TAX RENEWAL NOTICE

08/14/2013

72399

BUSINESS NAME	BUSINESS ADDRESS	PRIMARY OWNER	TYPE OF BUSINESS
VALLEY SLURRY SEAL VSS International, Inc.	3785 CHANNEL DR	BASIC RESOURCES, INC.	PAVEMENT MAINTENANCE

CHECK HERE IF THIS BUSINESS IS NO LONGER IN OPERATION AND RETURN THIS FORM

CERTIFICATE PERIOD	DUE DATE
10/01/2013 - 09/30/2014	10/01/2013

ALAN BERGER
~~VALLEY SLURRY SEAL~~ VSS International, Inc.
 BASIC RESOURCES, INC.
 3785 CHANNEL DR
 WEST SACRAMENTO, CA 95691-3421

3

Total All Emp
10

1

GROSS RECEIPTS
248,345.00

2

PAYMENT
126.30

I declare under penalty of perjury that to my knowledge all information contained in this return is true and correct.

SIGN HERE

X

08/27/13

DETACH, SIGN AND RETURN THIS PORTION OF THE BILL WITH YOUR PAYMENT TO ENSURE PROPER CREDIT TO YOUR ACCOUNT

DATE

RETAIN THIS PORTION FOR YOUR RECORDS

CITY OF SACRAMENTO - BUSINESS TAX RENEWAL NOTICE

BUSINESS NAME	BUSINESS ADDRESS	TYPE OF BUSINESS	CERTIFICATE PERIOD	ACCOUNT
VALLEY SLURRY SEAL VSS International, Inc.	3785 CHANNEL DR	PAVEMENT MAINTENANC	10/01/2013 - 09/30/2014	72399

COMPLETE THIS PORTION TO DETERMINE TOTAL AMOUNT DUE

- | | |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| A. LAST FULL YEAR GROSS RECEIPTS (NEAREST DOLLAR)
IF AMOUNT IN LINE B IS \$10,000 OR LESS, SKIP TO LINE F AND ENTER \$30.00 | A. \$ 248,245.00
(ENTER IN 1 ABOVE) |
| B. ADJUSTED GROSS RECEIPTS - LINE A MINUS \$10,000 | B. \$ 238,245.00 |
| C. TAX ON GROSS RECEIPTS - MULTIPLY LINE B BY .0004 | C. X _____,0004 |
| D. SUBTOTAL | D. \$ 95.30 |
| E. BASE TAX IS \$30.00 | E. \$ _____ 30.00 |
| F. TOTAL TAX DUE - ADD LINES D AND E (MAXIMUM TAX IS \$5,000) | F. \$ 125.30 |
| G. STATE FEE OF \$1.00 per SENATE BILL (See back for more details) | G. \$ _____ 1.00 |
| H. BUSINESS IMPROVEMENT AREA FEE | H. \$ 0.00 |
| I. LATE PAYMENT PENALTY
ADD \$15.00 PENALTY IF PAID AFTER 11/01/2013
ADD \$115.00 PENALTY IF PAID AFTER 12/01/2013 | I. \$ 0.00 |
| J. TOTAL TAX DUE PRIOR YEAR(S) | J. \$ 0.00 |
| K. TOTAL AMOUNT DUE - ADD LINES F, G, H, I & J | K. \$ 126.30
(ENTER IN 2 ABOVE) |

PENALTIES WILL BE ASSESSED AS WRITTEN ABOVE. RENEW YOUR CERTIFICATE TIMELY TO AVOID PENALTIES.
 OPERATING A BUSINESS WITHOUT A VALID TAX CERTIFICATE IS IN VIOLATION OF THE CITY CODE AND CONSTITUTES AN INFRACTION.

IMPORTANT INFORMATION

Change of Address / Change of Ownership / Total Employee Count

Total number of employee's you expect to have at time of opening or at this location? 10
 (Enter in 3 Above)

The Business Tax Certificate is valid only for the person to whom it is issued to conduct the business specified thereon and at the location for which it was used.

Contact this office [(916) 808-8500] for information regarding changes of address OR to request a new Business Operations Tax application for change of ownership (Not transferable).
 This renewal is not to be construed as a Business License renewal.

Phone Hours are from 9:00 to 12:00 and Office Hours are 12:30 to 5:30.

ADDITIONAL INFORMATION

CALL: (916) 808-8500
 MAKE CHECK PAYABLE TO:
 CITY OF SACRAMENTO
 MAIL/BRING TO:
 CITY HALL
 915 I STREET, ROOM 1214
 SACRAMENTO, CA 95814



License No. 293727A
 P.O. Box 981330
 West Sacramento, CA 95798
 (916) 373-1500

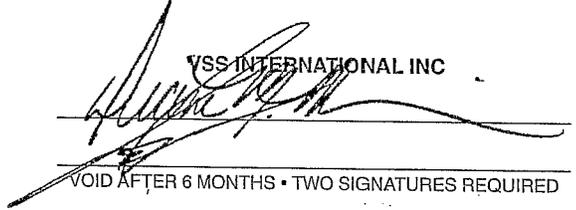
Bank of America 
 70-2328 / 719 (IL)

20837280

DATE	CHECK NO.	AMOUNT
08/28/13	837280	\$126.30

PAY *** One Hundred Twenty-six Dollars and 30 cents*****

TO THE
 ORDER
 OF
 CITY OF SACRAMENTO
 915 I ST
 RM 1214 CITY HALL
 SACRAMENTO CA 95814-2604


 VSS INTERNATIONAL INC
 VOID AFTER 6 MONTHS • TWO SIGNATURES REQUIRED

⑈ 20837280⑈ ⑆ 071923284⑆ ⑆ 765117520⑈

VSS INTERNATIONAL INC

20837280

DATE	INVOICE NUMBER	AMOUNT
08/27/13	082713	126.30

ACCOUNT NUMBER	GROSS AMOUNT	DISCOUNT	NET CHECK AMOUNT
20451800	126.30	0.00	126.30

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Public Works
Page 1 of 1

Bond No.: 929597429
Premium: \$1,869.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to:
VSS International, Inc., 3785 Channel Drive, West Sacramento, CA 95691
as principal, hereinafter called Contractor, a contract for construction of:

**2014 Street Seal Coat
(PN: R15142020)**

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 VSS International, Inc., 3785 Channel Drive, West Sacramento, CA 95691.

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):*
Western Surety Company, 333 South Wabash Avenue, Chicago, IL 60604

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 six hundred twenty three thousand, nineteen dollars and no cents (\$623,019.00), for 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 thereto, 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 therein 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.

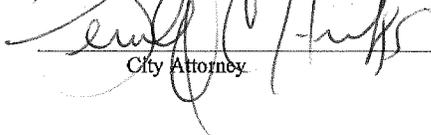
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does 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 July 11th, 20 14.

VSS International, Inc.

(Contractor) (Seal)
By _____
Title Chief Operations Officer

ORIGINAL APPROVED AS TO FORM:



City Attorney

Western Surety Company

(Surety) (Seal)
By _____
Title Thomas R. Hucik, Attorney-in-Fact

Agent Name and Address Wells Fargo Insurance Services
10940 White Rock Road, 2nd FL, Rancho Cordova, CA 95670
Agent Phone # 916-589-8000
Surety Phone # 312-822-5000
California License # A87

ACKNOWLEDGMENT

State of California
County of Yolo)

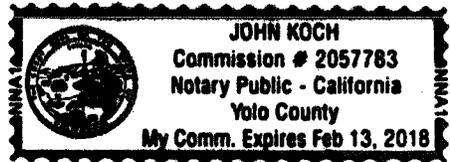
On July 22, 2014 before me, John Koch, Notary Public
(insert name and title of the officer)

personally appeared Jeff Roberts
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)



ACKNOWLEDGMENT

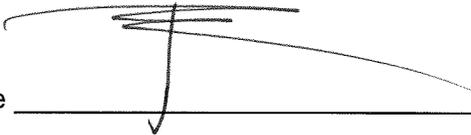
State of California
County of Sacramento)

On July 11, 2014 before me, Rosalie A. Miszkziel, Notary Public
(insert name and title of the officer)

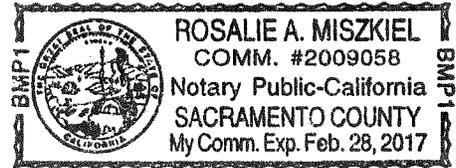
personally appeared Thomas R. Hucik,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Lynn Patton, Rosalie A Miszkiel, P A Gouker, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2013.



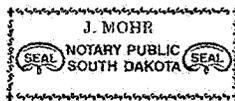
WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of May, 2013, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of July, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

CITY OF SACRAMENTO
PAYMENT BOND
Department of Public Works
Page 1 of 1

Bond No.: 929597429
Premium: Included in Performance Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to VSS International, Inc., 3785 Channel Drive, West Sacramento, CA 95691.

hereinafter called Contractor, a contract for construction of:

2014 Street Seal Coat
(PN: R15142020)

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*):
Western Surety Company, 333 South Wabash Avenue, Chicago, IL 60604,

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 six hundred twenty three thousand, nineteen dollars and no cents (\$623,019.00), 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 11th, 20 14.

VSS International, Inc.

By: [Signature] (Contractor) (Seal)
Title: Chief Operations Officer

ORIGINAL APPROVED AS TO FORM:

[Signature]
City Attorney

Western Surety Company

By: [Signature] (Surety) (Seal)
Title: Thomas R. Hucik, Attorney-in-Fact

Agent name and Address: Wells Fargo Insurance Service
10940 White Rock Road, 2nd FL, Rancho Cordova, CA 95670

Agent Phone #: 916-589-8000

Surety Phone #: 312-822-5000

California License # A87

Effective 7-1-12

ACKNOWLEDGMENT

State of California
County of Yolo)

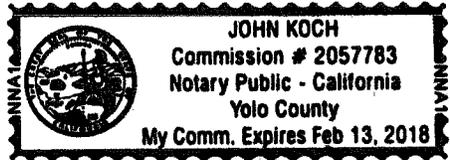
On July 22, 2014 before me, John Koch, Notary Public
(insert name and title of the officer)

personally appeared Jeff Roberts
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)



ACKNOWLEDGMENT

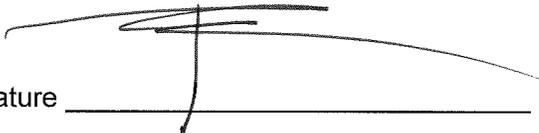
State of California
County of Sacramento)

On July 11, 2014 before me, Rosalie A. Miszkief, Notary Public
(insert name and title of the officer)

personally appeared Thomas R. Hucik,
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)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Lynn Patton, Rosalie A Miszkiel, P A Gouker, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2013.



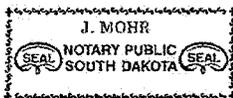
WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of May, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of July, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



- Company Profile
- Company Search
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

WESTERN SURETY COMPANY
P.O. BOX 5077
SIOUX FALLS, SD 57117-5077

Old Company Names

Effective Date

Agent For Service

NANCY FLORES
 C/O CT CORPORATION SYSTEM
 818 WEST SEVENTH STREET
 LOS ANGELES CA 90017

Reference Information

NAIC #:	13188
California Company ID #:	0761-7
Date Authorized in California:	07/29/1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

back to top

NAIC Group List

NAIC Group #: 0218 CNA INS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

LIABILITY

SURETY

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WORKER'S COMPENSATION CERTIFICATION

**2014 Street Seal Coat
(PN: R15142020)**

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.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
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: 7/22/2014 Contractor VGS International, Inc.

By _____
Signature
Jeff Roberts, Chief Operations Officer

Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of \$250,000 or more:

1. **Definitions.** For purposes of this section, the following terms, words and phrases shall have the following meanings:

"Certified C&D sorting facility" means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

"Construction and demolition debris" or "C&D debris" means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

"Divert" or "diversion" means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

"Franchised waste hauler" means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

"Mixed C&D debris" means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

"Recyclable C&D debris" means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

"Recycling facility" means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

"Source-separated C&D debris" means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

"Waste log" means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan.** A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see **Attachment 3**), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of all bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City (\$50-\$250 for first offense, \$251-\$500 for second offense, and \$501-\$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email C&D@cityofsacramento.org

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Form
submitted by:

Please attach a business card, or put your name with a phone number and/or an email address.

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.

50%
of all debris
must be recycled

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: _____

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

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 franchised 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 web site. 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 web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) 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**, **Scrap 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 submittal 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.

C&D Debris Haulers & Facilities

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4833 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
Florin-Perkins Public Disposal	(916) 443-5120
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 455-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

Recyclers*

Bell Marine	(916) 442-9089
C & C Paper Recycling	(916) 920-2673
EBI Aggregates	(916) 372-7580
International Paper	(916) 371-4634
Modern Waste Solutions	(916) 447-6800
PRIDE Industries, Inc.	(916) 640-1300
Recycling Industries, Inc.	(916) 452-3961
Sacramento Local Conservation Corps	(916) 386-8394
Smurfit-Stone Container Corporation	(916) 381-3340
Southside Art Center	(916) 387-8080
Spencer Building Maintenance, Inc.	(916) 922-1900

Recovery Stations & Landfills

Elder Creek Recovery & Transfer Station	(916) 387-8425
Kiefer Landfill	(916) 875-5555
L & D Landfill	(916) 383-9420
North Area Recovery Station	(916) 875-5555
Sacramento Recycling & Transfer Station	(916) 379-0500
Waste Management Recycle America	(916) 452-0142

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.

Monthly Pay Request Application and Schedule of Values Processing

1. The Contractor must have Microsoft Excel Version 7 to prepare Pay Request Application and Schedule of Values.
2. The City will provide the Contractor with an electronic version of the Schedule of Values with bid items and Contractor prices and Pay Request Application at or immediately after the preconstruction meeting.
3. On a monthly basis, the Contractor shall submit an electronic copy of the Pay Request Application and Schedule of Values to City Inspector for review.
4. Upon approval by City Inspector, the Contractor shall print out hard copies of the Pay Request Application and Schedule of Values, sign and submit to City Inspector for processing.



DEPARTMENT OF PUBLIC WORKS
 ENGINEERING SERVICES DIVISION
 915 I Street, Room 2000
 Sacramento, CA 95814

PAY REQUEST APPLICATION

PROJECT NAME:	<u>2014 Street Seal Coat Project</u>	
CONTRACTOR: <i>(per agreement)</i>	_____	
CONTRACTOR REMITTANCE ADDRESS:	_____ _____	
PHONE NUMBER: ()	_____	
INVOICE NO.:	<u>R15142020-</u>	CITY PROJECT NUMBER: <u>R15142020</u>
		PERIOD ENDING DATE: _____
ESCROW AGENT (Bank Name):	_____	
ESCROW#:	_____	
ESCROW AGENT REMITTANCE ADDRESS:	_____ _____ _____	

ORIGINAL CONTRACT AMOUNT:		
	CHANGE ORDER NO. 1	_____
	CHANGE ORDER NO. 2	_____
	CHANGE ORDER NO. 3	_____
	CHANGE ORDER NO. 4	_____
	CHANGE ORDER NO. 5	_____
	CHANGE ORDER NO. 6	_____
	CHANGE ORDER NO. 7	_____
	CHANGE ORDER NO. 8	_____
	CHANGE ORDER NO. 9	_____
TOTAL CHANGE ORDERS:		_____
CONTRACT AMOUNT TO DATE:		_____
TOTAL WORK COMPLETED TO DATE:		_____
RETENTION WITHHOLDING TO DATE:		_____
LABOR COMPLIANCE WITHHOLDING TO DATE:		_____
STOP NOTICE WITHHOLDING TO DATE:		_____
LESS PREVIOUS PAYMENTS:		_____
AMOUNT DUE THIS INVOICE:		_____
TOTAL COMPLETED LESS RETENTION:		_____

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUESTS TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
	Original Contract Total:												
	Change Order #1 - See change order summary sheet for details												
	Change Order #2 - See change order summary sheet for details												
	Change Order #3 - See change order summary sheet for details												
	Change Order #4 - See change order summary sheet for details												
	Change Order #5 - See change order summary sheet for details												
	Sum of all Change Orders				\$0.00	"Total Work to Date" From Previous Pay Req.		Current Work Total (this pay request)		Total Work to Date		Balancing Total of Adjusted Contract	\$0.00
	CCO Adjusted Contract Amount (Original + Change Orders)				\$0.00	Retention Withholding To Date From Prev Pay Req. 1st Pg		This Retention (current work) (5%)		Retention Withholding to Date			
	Partial Retention Release (Prior approval is needed before proceeding with partial retention release)					"Retention Released to Date" From Previous Pay Req.		Current Retention Release		Retention Released to Date			
	Labor Compliance Withholding					Withholding to Date from Previous Pay Req. 1st Pg		Current Labor Compliance Withholding (+) OR Release (-)		Labor Compliance Withholding To Date			
	Stop Notice Withholding					Withholding to Date from Previous Pay Req. 1st Pg		Stop Notice Withholding (+) OR Release (-)		Stop Notice Withholding To Date			
						"Escrow Funds Released To Date" from Previous Pay Req.		Escrow Funds To Be Released From Escrow Holder (Bank)		Escrow Funds Released To Date			
						"Total Paid To Date to Contractor" from Previous Pay Req.		This Payment		Total Paid to Date to Contractor (including Escrow releases)			

Information needed to be filled in from the corresponding blue lettered cell in the previous pay request.
Manual Fill in Data
Executed Contract Data or PM authorized amounts

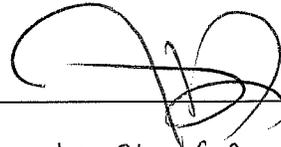
GUARANTEE

We hereby guarantee the **2014 Street Seal Coat (PN: R15142020)** 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: 7/22/2014

Signed:



Jeff Roberts, Chief Operations Officer
Printed Name

VCS International, Inc.
Company

3785 Channel Drive
Address

West Sacramento, CA 95691

NOTICE TO PROCEED

DATE

Prime Contractor Name
Attn: Prime Contractor Contact
Address
City, State, Zip

RE: 2014 Street Seal Coat (PN: R15142020)

Notice is hereby given you are authorized to commence work on the above referenced project on _____. 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 twenty five (25) working days from the date of this notice. Forty eight (48) hours prior to starting work, please notify the Project Manager, Greg Smith, (916) 808-8364. Please address all correspondence to:

Engineering Services Division
915 I Street, Room 2000
Sacramento, CA 95814
(916) 808-8300/ (916) 808-8364
(916) 808-7903 FAX
Attn: Greg Smith

Please reference City Project No. R15142020 in all billing and 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 us via phone at (916) 808-8195 or FAX at (916) 808-8281 if we can be of any assistance.

Respectfully,

Jose R. Ledesma
Contract Services

cc:

Tim Mar
Risk Management
Shareen Kidd
Project File



CERTIFICATE OF LIABILITY INSURANCE

BASIC-1

OP ID: BG

DATE (MM/DD/YYYY)

07/10/2014

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

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

PRODUCER Andreini & Company-San Mateo License 0208825 220 West 20th Ave San Mateo, CA 94403		Phone: 650-573-1111 Fax: 650-378-4361		CONTACT NAME: Brian Connolly PHONE (A/C, No., Ext): 650-378-4251 E-MAIL ADDRESS: bconnolly@andreini.com FAX (A/C, No.): 650-378-4361	
INSURED VSS International, Inc. 3785 Channel Drive West Sacramento, CA 95691		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: National Union Fire Ins Co PA		19445	
		INSURER B: Starr Indemnity & Liability Co		38318	
		INSURER C: Travelers Property Casualty		36161	
		INSURER D:			
		INSURER E:			
		INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded \$1,000,000 <input checked="" type="checkbox"/> OCIP Excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	GL 5388220	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Ded \$1M <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> OCIP Excl	X	CA5101610	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MCS 90 \$ Included
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		1000020753	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rent Equip		QT6307444L337TIL14	03/01/2014	03/01/2015	Bikt Limi 750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: VSSI Job#:14-050. 2014. 2014 Street Seal Coat (R15142020)
 The City of Sacramento, its officials, employees and volunteers are included as additional insured for General Liability Endts #001 & 002 attached.
 And Auto Liability per form#:CA20480299. Primary wording applies for General Liability per attached endorsement form #90533 (03/06)

CERTIFICATE HOLDER**CANCELLATION**

CITSAC1

City of Sacramento
 Department of Public Works
 Attn: Jose R. Ledesma
 915 I Street, Room 2000
 Sacramento, CA 95814

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

Cisher Bust

ENDORSEMENT #001

This endorsement, effective 12:01 A.M. 3/1/2014 forms a part of

Policy No. GL5388220 issued to: VSS International, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: The City of Sacramento, its officials, employees and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.

ENDORSEMENT #002

This endorsement, effective 12:01 A.M. 3/1/2014 forms a part of
Policy No. GL5388220 issued to: VSS International, Inc.
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

SCHEDULE

Name of Person or Organization: The City of Sacramento, its officials, employees and volunteers
Location And Description of Completed Operations: WHERE REQUIRED BY AN "INSURED CONTRACT"
Additional Premium: INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

ENDORSEMENT

This endorsement, effective 12:01 A.M. 3/1/2014 forms a part of

policy No. GL5388220 issued to VSS International, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY COVERAGE FOR SPECIFIED PERSONS OR
ORGANIZATIONS NAMED AS ADDITIONAL INSURED -
ONGOING AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

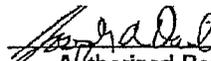
The following paragraph is added to SECTION II - WHO IS AN INSURED and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insureds; or b) "your work" performed for the additional insureds and included in the "products-completed-operations hazard":

WHERE REQUIRED BY AN "INSURED CONTRACT"

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS

11050 Olson Drive, Suite 230
Rancho Cordova, CA. 95670
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **2106-C** was issued by the Director of Industrial Relations to:

VSS International, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **August 1, 1988**. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 12th of February 2014

A handwritten signature in black ink, appearing to read "Jon Wroten".

Jon Wroten, Chief

ORIG: Ciselle Bucsit
Andreini & Company
220 W. 20th Ave.
San Mateo, Ca 94403

NUMBER: 2106 - C

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

VSS International, Inc.

(Name of Subsidiary)

STATE OF INCORPORATION CA

Basic Resources, Inc.

(Master Certificate Holder)

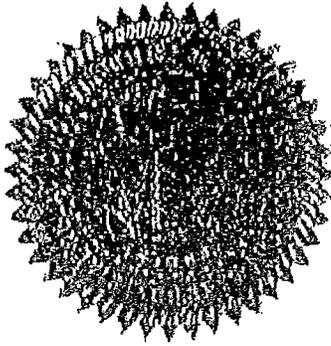
STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No. 2106.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE: August 1, 1988

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



Jon Wroten, Chief

Christine Baker, Director

*Revocation of Certificate -- A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him. (Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance



07/16/2014

City of Sacramento
915 I Street, Room 2000
Sacramento, Ca 95814

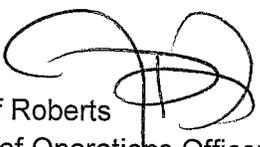
RE: 2014 Street Seal Coat - R15142020

REF: Waiver of Subrogation

VSS International, Inc. is licensed by the State of California to be self-insured for Workers Compensation (2106-C).

VSS International, Inc. agrees to waive all rights of subrogation against the City of Sacramento, its officers, officials, employees and volunteers for losses paid under the terms of this policy/program which arise from the work performed by VSS International Inc., for the City of Sacramento.

Yours Truly,
VSS International, Inc.


Jeff Roberts
Chief Operations Officer

VSSI Job No.: 14-050

VSS INTERNATIONAL, INC.

P.O. BOX 981330 • WEST SACRAMENTO, CA 95798, USA • PHONE (916) 373-1500

FAX NO. (916) 373-0183 • CONTRACTOR'S LICENSE NO. 293727A

PAVEMENT MAINTENANCE SPECIALISTS

ACKNOWLEDGMENT

State of California
County of Yolo)

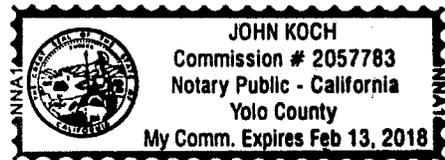
On July 22, 2014 before me, John Koch, Notary Public
(insert name and title of the officer)

personally appeared Jeff Roberts,
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)





www.slurry.com

VSS INTERNATIONAL, INC.

REFERENCES

Bank Reference

Bank of America
1021 J Street, 2nd Floor
Modesto, CA 95353
Phone: (209) 342-2646
Fax: (209) 342-2658
Acct. # 14819-52005

Bonding Company

Wells Fargo Insurance Services
10940 White Rock Road, 2nd Floor
Rancho Cordova, CA 95670
Phone: (916) 589-8242
Fax: (877) 522-9008
Agent: Tom Hucik

Surety

Western Surety
2210 Plaza Drive, Suite 150
Roseville, CA 95765
Phone: (877) 589-6952
Fax: (916) 677-1397
Agent: James Reuter

Insurance

Andreini & Company
220 W. Twentieth Avenue
San Mateo, CA 94403
Phone: (650) 378-4251
Fax: (650) 378-4361
Agent: Brian Connolly

VSS INTERNATIONAL, INC.

P.O. BOX 981330 • WEST SACRAMENTO, CA 95798, USA • PHONE (916) 373-1500
FAX NO. (916) 373-0183 • CONTRACTOR'S LICENSE NO. 293727A

PAVEMENT MAINTENANCE SPECIALISTS

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) VSS International, Inc.		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 3785 Channel Drive	Requester's name and address (optional)	
	City, state, and ZIP code West Sacramento, CA 95691		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
- -										
Employer identification number										
9	4		-	2	2	7	0	7	6	6

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- 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
 - 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
 - I am a U.S. citizen or other U.S. person (defined below), and
 - 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 on page 3.

Sign Here	Signature of U.S. person ▶ <i>J. Forges</i>	Date ▶ <i>04/21/2014</i>
------------------	---------------------------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

2014 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

Payee

Name

VSS International, Inc.

SSN or ITIN FEIN CA Corp no. CA SOS file no.

9 4 - 2 2 7 0 7 6 6

Address (apt./ste., room, PO Box, or PMB no.)

3785 Channel Drive

City (If you have a foreign address, see instructions.)

West Sacramento

State

ZIP Code

CA

9 5 6 9 1

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

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 this 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.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Kristianne Condell, ^{Contract} Administrator Telephone (916) 373-1500

Payee's signature ► *KCondell* Date 7-22-2014

SPECIAL PROVISIONS

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(PN: R15142020)

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**SPECIAL PROVISIONS
FOR
2014 STREET SEAL COAT PROJECT
(PN: R15142020)**

1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of resurfacing (slurry seals, microsurfacing, and chip seals) various residential, collector, and arterial streets (see Appendix A) within the City of Sacramento. This work shall consist of mixing asphaltic emulsion, aggregate, set-control additives, water, and spreading the mixture on properly prepared surfacing and any other work involved in constructing or placing material. This work shall also include the removal and placement of traffic striping, markings, signs, and raised pavement markers. Selected manholes and water valves shall be raised to the new grade. Pavement grinding at selected curb ramps will be included to meet ADA requirements.

1.2 SPECIFICATIONS

The work to be performed under this contract shall be in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the City Standard Specifications of the City of Sacramento, adopted June 2007, referred to herein as "Standard Specifications". The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications unless otherwise specified in these Special Provisions.

1.3 COMPLETION TIME

The time limit for the completion of all items of work is Twenty-Five (25) 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 NINE HUNDRED TEN DOLLARS (\$910.00) as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of Twenty-Five (25) 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 calendar day statement of the Engineer shall be deemed to have been accepted by the Contractor as correct.

The Contractor shall have a maximum of two resurfacing operations working concurrently unless approved by the Engineer. A resurfacing operation is defined in these Specifications as a working crew placing slurry seal, chip seal, or microsurfacing,

1.4 PROVIDING BONDS AND SURETY

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.

1.5 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, where 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 Greg Smith of the Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-8364, FAX (916) 808-7903 or gsmith@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.

1.6 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.

1.7 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 are in compliance with the tests and specifications set forth in these contract documents.

1.8 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.

1.9 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:
 - a. Chapter 6.5, Division 20, California Health and Safety Code.
 - b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials. 29 Code of Federal Regulation 1910.120 relating to Hazardous Waste Operation Safety Training.
 - c. City of Sacramento Building Code and the current edition of the Uniform Building Code.

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.

1.10 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:
 - 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.
 - Regional Transit (RT)
At least seven (7) working days prior to working on streets used as bus routes, the Contractor shall notify the Regional Transit (RT), Customer Service Center Phone: 321 2876 or 321-2817 (Fax: 444-0502), to inform of any traffic restrictions that may be in effect and bus stops that may be temporarily out of service.
 - US Postal Service
Contractor shall notify the US Postal Service at 1-800-275-877 a minimum of five (5) working days prior to beginning work at each location.
 - St. Anne's Catholic Church
Contractor shall notify St. Anne's Catholic Church, 7720 24th Street, at (916) 422-8380 a minimum of seven (7) working days prior to beginning any work on 24th Street to inform of any traffic restriction that may be in effect.
 - Pannell Meadowview Community Center
Contractor shall notify Pannell Meadowview Community Center, 2450 Meadowview Rd., at (916) 808-6680 a minimum of seven (7) working days prior to beginning any work on 24th Street to inform of any traffic restriction that may be in effect.

2. A minimum of seven (7) calendar days prior to commencing work, the Contractor shall coordinate operations with the following City Divisions:

- City Solid Waste Division, Enrique Hernandez (phone 808-4841) and Ray Escobar (808-4834) for garbage pick-up coordination. Fax number is 433-4944

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.

School Coordination

The Contractor shall coordinate with the following schools principals a minimum of seven (7) working days prior to construction operations to determine the most appropriate time and day to resurface the streets surrounding the schools:

John Still Elementary School
2200 John Still Dr. (Map #3)

John Still Middle School
2250 John Still Dr. (Map #3)

The Contractor shall advise the Engineer of the coordination provisions established with the above schools, and shall incorporate all coordination requirements into the project schedule.

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.

1.11 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.

The Contractor shall be required to provide and submit to the Engineer a weekly schedule of striping and sealing work for each week by 4:00 P.M. Monday the week before planned work.

1.12 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.

Contractor shall be responsible for any trimming of trees necessary for the project. Contractor shall secure a tree-trimming permit from the City's Tree Services Division (phone 433-6345) prior to trimming of trees. No extra payment will be made to Contractor for necessary tree trimming.

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 insure 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 "pothole" 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.

1.13 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE

The Contractor's attention is directed to Sections 6 and 7 of the Standard Specifications.

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.

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. This plan shall be submitted a minimum of ten (10) working days prior to the start of work. The Contractor will not be allowed to begin work until the Engineer has approved the plan.

The Contractor shall schedule resurfacing such that access to an area is maintained and that residents will be within 1,000 feet of an open street with a route out of the area being resurfaced. However, the Engineer has the right to modify the above criteria to accommodate the residents' needs.

No street or lane shall be closed prior to 8:30 A.M. and all streets and lanes shall be open to traffic by 4:00 P.M. for all resurfacing operations. The Contractor shall stop the resurfacing operation by 2:00 P.M. to allow for curing time, so that the street can be open to traffic by 4:00 P.M. unless otherwise approved by the Engineer. However, the Engineer has the right to stop a resurfacing operation even prior to 2:00 P.M. if he/she deems necessary. **The Contractor can be assessed an administrative penalty of \$1,000 per each street that is not open to all existing lanes of traffic by 4:00 P.M.**

The Contractor shall place Type III barricades with "Road Closed - Fresh Oil" signs at the ends of each street in the process of being resurfaced. The signs shall remain in place until the mixture has cured sufficiently so that the material will not adhere to the tires of vehicles.

The Contractor is hereby notified that the following major streets and any other street as determined by the Engineer will require special construction considerations:

- Younger Creek Dr. (Map No. 1 and 2)
- Sky Creek Dr. (Map No. 1 and 2)
- 24th St. (Map No. 3)
- Duckhorn Dr. (Map No. 6)

The Contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles at least ten (10) working days in advance of resurfacing for each major street and any other as determined by the Engineer. The traffic control plan shall include any temporary traffic signal modifications and advance warning signs. Two-way traffic must be maintained for all major streets at all times, unless otherwise approved by the Engineer. All streets shall have a minimum of one (1) ten (10) foot wide lane open to traffic in each direction at all times. If the Contractor cannot maintain two lanes of traffic, the

Contractor may reduce flow to one twelve feet (12') lane with flag persons and delineation in accordance with the MUTCD. The Contractor shall provide the Engineer with one week of advanced notice for any special closure or detour considerations, which should be included in the required traffic control plan. **See Section 1.30 for further traffic control restrictions.**

All businesses shall have access to their driveways at all times. The Contractor shall not be allowed to close the entire width of streets, and shall sand driveways as necessary during resurfacing operations. Wash sand shall be used for sanding and shall be mechanically and evenly spread or broadcast. **Sand shall be black in color.**

Lane closures shall not exceed 1,200 feet in length on major streets. All intersections shall remain open at all times. The Contractor shall sand intersections as necessary during resurfacing operations. Wash sand shall be used for sanding and shall be mechanically and evenly spread or broadcast. **Sand shall be black in color.**

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 and Chapter 6F – Temporary Traffic Control Zone Devices, Section 6F.68 – Detectable Edging for Pedestrians.

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.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably 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 Contractor's traffic control plan shall provide for the following:

1. The name and business address of the Contractor included on the plan.
2. A diagram showing the location of the proposed work area.
3. A diagram showing the location of areas where the public right-of-way will be closed or obstructed.
4. A diagram showing the placement of traffic control devices necessary to perform the work.
5. The proposed phases of traffic control.
6. The time period when the traffic control will be in effect.
7. The time periods when work will prohibit access to private property from a public right-of-way.
8. A statement that the applicant will comply with the City's noise ordinance during performance of all work.

9. A statement that the applicant understands that the plan may be modified by the Engineer at any time in order to eliminate or avoid traffic conditions that are hazardous to the safety of the public.

Implementation of Traffic Control Plan

1. Except when performing emergency repairs, no person shall perform any work that will obstruct vehicular or pedestrian traffic on a City street unless a traffic control plan has been approved by the Director.
2. If the work to be performed under the approved traffic control plan is not commenced and completed within the times specified in the plan, the plan shall be deemed to have expired, and shall be void, and a new plan shall be required prior to commencing or continuing work.
3. When implementing traffic control measures, the contractor must have the traffic control plan available at the site for inspection by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in 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.

1.14 PUBLIC NOTIFICATION

The Contractor shall be required to notify residents/businesses adjacent to the work three (3) calendar days in advance of resurfacing work (except that for Monday work, residents shall be notified on the prior Thursday) with a City supplied door hanger. The Contractor will be responsible for inserting the date on which a street will be sealed. Any changes in the Contractor's schedule shall require that re-notification take place at the Contractor's expense. At the preconstruction meeting the Contractor shall be given 1,000 door hangers for the resurfacing operation. It is the Contractor's responsibility to obtain, at his expense, additional door hangers.

Door hangers shall be placed on doors before 1:00 PM on the required day to allow sufficient time for City inspection.

The Contractor shall not be allowed to begin work until the residents/businesses within the work area have been notified. The Contractor shall submit the street names, the time, and the date the notices were placed to the Engineer prior to commencing work. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by residents/businesses to answer their concerns.

For the chip seal operation, streets can be posted for "No Parking" from 8:30am to 5:00pm on the day of the chip seal and the day following.

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.

1.15 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.

All substitutions are subject to the approval of the Engineer.

1.16 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.

1.17 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, Duane Goosen, phone number 808-4996. 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.

1.18 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, Duane Goosen, (916) 808-4996 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.

1.19 FINAL PAY QUANTITY

Final pay quantity is designated on the sealed bid proposal sheet with a "(F)". Final pay quantity shall conform to Section 9-1.02C "Final Pay Item Quantities" of the State Standard

Specifications, except that the final pay quantity designation shall be made on the sealed bid proposal rather than the Plans.

1.20 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).

1.21 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 of 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.

1.22 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.

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.

1.23 EROSION AND SEDIMENT CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications. The costs associated for compliance with this section including, but not limited to, all water quality, erosion, sediment and pollution control measures deemed necessary by the Engineer shall be included in the various items of work the Contractor deems appropriate and no additional compensation shall be made.

1.24 STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the work. Storage of equipment and materials shall be located so as to facilitate inspection. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the City.

The Contractor shall obtain written permission prior to storing material and equipment on private property. A copy of the written permission shall be given to the Engineer prior to start of any work. Upon completion of use of private property, for storage of material and equipment, the Contractor shall provide to the Engineer a notice signed by the property owner that the site has been cleaned to his/her satisfaction. The Engineer may stop all work until the Contractor submits a copy of the written permission to the Engineer.

The Contractor shall be responsible for the control of dust and warning signs within the limits of his staging area at all times. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust. The Contractor shall not start any work prior to 8:30 AM unless otherwise approved by the Engineer.

The Contractor shall submit "Storage of Materials and Equipment Plan" for approval by the Engineer prior to commencing work. The plan shall include location, entry date and exit date at material stockpile locations, and a site maintenance plan. Additionally, the plan shall be developed to minimize impacts to driveways, residents and the general public during work and non-work hours.

If the Contractor fails to comply with the approved "Storage of Material and Equipment Plan", the Contractor shall pay liquidated damages of \$1,000 per infraction.

1.25 WEEKEND WORK

The Contractor has the option of performing weekend work in commercial areas or around schools, which are closed on Saturdays and Sundays at no extra cost to the City, and if approved by the Engineer.

Weekend work shall be completed between the hours of 7 A.M. and 7 P.M. unless otherwise approved by the Engineer. The Contractor shall provide the Engineer with one week of advanced notice for weekend work.

The Contractor will not be required to compensate the City for costs associated with construction inspection during approved weekend work.

Weekend work shall be required on Younger Creek Drive and Sky Creek Dr. (Map No. 1 and 2)

Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to perform all work involved with weekend work as specified in these Special Provisions and as directed by the Engineer and shall be considered as included in the price paid for the various contract items of work. No additional compensation will be allowed therefore.

1.26 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 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 (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 required day 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.

1.27 TEMPORARY PAVEMENT MARKERS

Temporary pavement markers shall be furnished and placed, maintained, and later removed as specified in these Special Provisions and as directed by the Engineer.

The following markers are approved for use on City of Sacramento street resurfacing projects:

- Temporary Overlay marker (Types Y and W) manufactured by Davidson Plastics Company, 18726 East Valley Highway, Kent, Washington 98032, phone (206) 251-8140.
- Safe-Hit Temporary Pavement Marker manufactured by Safe-Hit Corporation, 1930 West Winton Avenue, Building #11, Hayward, CA 95545, phone (415) 783-6550.
- Swareflex Pavement Marker (Models 3553, 3554, Cat Eyes Nos. 3002 and 3004), manufactured by Swareco and distributed by Servtech Plastics Inc., 1711 South California Street, Monrovia, CA 91016, phone (818) 359-9248.
- Stimsonite Construction Zone Marker (Model 66) manufactured by Amerace Corporation, Signal Products Division, 7542 North Natchez Avenue, Niles, IL 60648, phone (312) 647-7717.

- Flex-O-Lite Raised Construction Marker (RCM) manufactured by Flex-O-Lite, Lukens Company, P.O. Box 4366, St. Louis, MO 63123 0166, phone (800) 325-9525.
- 3M Scotch-Lane A200 Pavement Marking System (reflective raised pavement marker on reflective traffic line tape), manufactured by 3M Company, Highway Safety Products, 1010 Hurley Way, Suite 300, Sacramento, CA 95825, phone (916) 924-9605.
- MV Plastics Chip Seal Marker (1280/1281 Series with Reflexite Polycarbonate, PC 1000, reflector unit), manufactured by MV Plastics, Inc., 533 W. Collines Avenue, Orange, CA 92667, phone (714) 532-1522.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions. Temporary reflective raised pavement markers shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used.

Temporary pavement markers shall be placed immediately after or just before resurfacing operations on all existing striped streets that are open to public traffic prior to final striping. For all stop lines, limit lines, undulations and crosswalks, markers shall be placed every 3 feet along the width of the roadway. For all lane line delineation, including centerline, lane lines and bike and parking lanes on a street where the speed limit is 40 MPH or more, temporary pavement markers shall be placed a maximum of 48 feet apart. Where speeds are less than 40 MPH, markers shall be placed a maximum of 24 feet apart. The Contractor shall be responsible for maintaining the temporary pavement markers until final striping is in place. Temporary pavement markers that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his/her expense.

Barricades shall be placed at each end of each undulation or speed hump facing traffic with an advance speed hump warning sign until final striping is placed.

When no longer required for the work as determined by the Engineer, temporary pavement markers shall be removed in accordance with the provisions in Section 15-2, "Miscellaneous Highway Facilities," of the State Standard Specifications, except as otherwise provided herein. All temporary pavement markings shall be removed by the Contractor responsible for placing the permanent markings before leaving the site.

Standard paint will not be allowed to provide temporary striping and markings. Chalk paint may be used in some instances if approved by the Engineer. If chalk paint is approved, the Contractor will make every effort to place chalk in locations where the permanent striping and markings will be placed.

Payment shall include full compensation for furnishing, placing, maintaining, removing, and disposing of temporary pavement markers and shall be considered as included in the prices paid for the various contract items. No additional compensation will be allowed therefore.

1.28 CLEANING UP

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. The Contractor shall clean the work site and all ground occupied by him in connection with the work of all rubbish, excess materials, falsework, temporary structures, construction markings (by the Contractor or for his benefit) and equipment immediately upon completion of each operation of the work. All parts of the work shall be left in a neat and presentable condition. If the Contractor fails to comply with Section 1.17 of these Specifications, the Contractor shall pay an administrative penalty of \$1,000 per infraction. Full compensation for cleaning up is included in the price paid for the various Contract items of work and no separate or additional payment shall be made for cleaning up.

The City shall remove and dispose of any garden refuse piles placed in the street.

1.29 AIR QUALITY CONTROL

The Contractor shall be required to comply with all applicable state, federal and local environmental rules and regulations for all work performed within this contract.

Special attention shall be given to the Health and Safety Code Sections 41700 (Nuisance) and 41701 (Visible Emissions) during the application of the modified asphalt binder cape seal.

The City is recommending that the Contractor contact the Sacramento Metropolitan Air Quality Management District (AQMD) at least (5) days prior to the beginning of any modified asphalt binder cape seal operation. This will allow the AQMD time to work with the operator to ensure compliance with rules and regulations. The contact person for the Sacramento Metropolitan AQMD is Patrick Tedeschi at (916) 874-4864.

1.30 SPECIAL CONSTRUCTION CONSIDERATIONS

Younger Creek Dr. and Sky Creek Dr. (Map No. 1 and 2)

- Resurfacing work (microsurfacing, chip seal) shall take place during weekends.
- Changeable Message Signs (CMS's) shall be placed two weeks prior to resurfacing to notify business of removing trailers from roadway before work begins.
- Signing, striping, raising of manholes and water valves, and grinding at curb ramps may take place during weekdays.

2. ITEMS OF THE PROPOSAL

ITEM NO. 1 - SLURRY SEAL (TYPE II) TO PLACE

This item shall consist of furnishing and placing a slurry seal coat to the existing asphalt surfaces on various City streets as indicated in the Appendix of this document, and in accordance with Section 23 of the Standard Specifications.

The slurry seal shall consist of a mixture of a polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and specified additives. The materials shall be proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Engineer. The slurry seal shall conform to the requirements of Section 23 of the Standard Specifications except where specified otherwise in these provisions. The completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a friction resistant surface texture throughout its service life.

Slurry Seal Materials:

Asphalt Emulsion:

The emulsified asphalt shall be designated as grade PMCQS-1h. The polymer within the asphalt emulsion shall be, at the option of the Contractor, either Neoprene, SBR, EVA or SBS. Solid polymers such as EVA or SBS shall be adequately blended into the asphalt prior to emulsification. If a liquid latex such as Neoprene, SBR or similar is used, the latex shall be "co-milled" into the emulsion through the water phase during manufacturing. Each load of polymer asphaltic emulsion shall have a certificate from the asphalt emulsion manufacturer guaranteeing that either asphalt blending or "co-milling" processes were used. The certificate shall also state the percentage of the solid rubber polymer added by weight of the asphalt as well as the composition of the polymer. The addition of latex to the emulsion after emulsion manufacturing is prohibited.

The polymer modified asphalt emulsion shall conform to the following specifications:

Test	Test Method	Requirement	
		Min	Max
Tests on Emulsion:			
• Viscosity, SSF, @ 77°F, seconds	AASHTO T 59	15	90
• Settlement, 5 days, %	AASHTO T 59	---	5
• Storage Stability Test, 1 day, %	AASHTO T 59	---	1.0
• Distillation: Oil Distillate by Volume of Emulsion, %	AASHTO T 59	---	3
• Residue by Low-Temperature Vacuum Distillation, %	ASTM D244. 133-137	57	---
Tests on Residue Using CTM 331			
• Penetration, 77°F, 100 grams for 5 seconds, dmm	AASHTO T 49	40	65
• Solubility in Trichloroethylene, %	ASTM D 2042	97.5	---
• Ductility, 77°F, 5cm/min, cm (RTFO aged residue)	AASHTO T 51	60	---
• Ring and Ball Softening Point, °F	AASHTO T 53	123	---
• Polymer Content, %, Solid polymer content based on weight of asphalt.	CTM 401	3.0%	---
• Torsional Recovery, %	CTM 332	18	---

Aggregate:

Slurry seal aggregate for all roads shall conform to ISSA Type II aggregate and shall be manufactured crushed stone such as granite, slag, limestone, chat, or other high quality aggregate, or combination thereof. To assure the material is totally crushed, 100% of the parent aggregate shall be larger than the largest stone in the gradation to be used.

When tested in accordance to AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the aggregate gradation (including the mineral filler) shall be within following bands.

Type II Slurry Seal		
Sieve Sizes	Passing Percentage	Stockpile Tolerance
9.5 mm (3/8")	100	+/- 5%
4.75 mm (#4)	90-100	+/- 5%
2.36 mm (#8)	65-90	+/- 5%
1.18 mm (#16)	45-70	+/- 5%
600 um (#30)	30-50	+/- 5%
330 um (#50)	18-30	+/- 4%
150 um (#100)	10-21	+/- 3%
75 um (#200)	5-15	+/- 2%

After the target gradation has been submitted and identified in the mix design, the percent passing each sieve shall not vary by more than the stockpile tolerance and still remain within the gradation band during the application of slurry seal.

The mineral aggregate shall also conform to the following:

Test	Test Method	Requirements
Sand Equivalent	CTM 217	60 min.
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	CTM 214	15% Maximum w/Na ₂ SO ₄ 25% Maximum w/MgSO ₄
Loss in L.A. Rattler (100 Revolutions)	CTM 211	10% max.
Loss in L.A. Rattler (500 Revolutions)	CTM 211	35% max.
Durability Index	CTM 229	60 min.

Mineral Filler:

Portland Cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. The mineral filler shall be considered as part of the aggregate in calculations regarding slurry seal asphalt content.

Water:

The water added to the slurry seal shall be potable and free of harmful salts and contaminants.

Additives:

Additives may be used to accelerate or retard the mixing and setting characteristics of the slurry seal, or to improve the resulting finished surface. The use of additives in the slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments if required. If the use of additive during application requires a greater than + or - 1.0% deviation from the recommendations of the mix design, a new mix design will be performed to verify system performance at higher or lower additive levels.

Water, and additives, if used, shall be added to ensure proper workability and:

1. Permit the unrestricted flow of traffic on the slurry seal no more than one (1) hour after placement without the occurrence of bleeding, raveling, separation, or other distress.
2. Prevent the development of bleeding, raveling, separation, or other distress within fifteen (15) days after placing the slurry seal.

Mix Design and Pre-qualification of Materials:

During the pre-construction meeting the Contractor shall submit a certified mix design identifying the specific type and source of materials to be used on the project. The mix design shall verify compatibility of the aggregate, emulsion, mineral filler, and other additives. Additionally, the mix design shall report test results showing compliance with related material specifications contained in these Special Provisions.

The mix design shall use the same aggregate gradation as supplied by the Contractor on the project.

A laboratory capable of performing all the tests listed below shall perform the mix design, testing, and certification. The laboratory shall certify, on the mix design, that it has had at least two years of experience in the design of slurry seal.

The mix design shall be performed and dated within 30 days prior to the application of slurry seal.

After the mix design has been approved, no substitution or changes of materials shall be permitted, unless approved by the Engineer. If changes in materials are approved by the Engineer, a new mix design shall be performed by the Testing Laboratory before the application of new materials.

Required tests and values are as follows:

Test	ISSA Test	Requirement
Mix Time	TB-113	Controllable to 180 sec. min.
Wet Cohesion	TB-139	12kg-cm min.
<ul style="list-style-type: none"> • 30 minutes min. • 60 minutes min 		20kg-cm min.

Excess Asphalt by LWT Sand Adhesion	TB-109	50g/ft ² max. (538g/m ² max.)
Wet Stripping	TB-114	Pass (90% min.)
Wet Track Abrasion Loss One hour soak	TB-100	75g/ft ² maximum (807g/m ² max.)

The Wet Track Abrasion test is used to determine the minimum asphalt content.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (min. and max.), water (min. and max.), additive(s) (usage), and asphalt emulsion based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction, based on the field conditions. The Engineer shall give final approval for all such adjustments.

The Engineer shall approve the mix design and all slurry seal materials and methods prior to use. The component materials shall be within the following limits:

RESIDUAL ASPHALT	7.5% - 13.5% (approx. 12.0 - 22.0% emulsion) based on dry weight of aggregate
MINERAL FILLER	0.0% - 2.0% Based on dry weight of aggregate.
ADDITIVES	As needed to control mixing and setting times
WATER	As needed to achieve proper mix consistency.

If directed by the Engineer, the Contractor shall submit samples from all suppliers furnishing a minimum of the following materials. Each sample shall be clearly labeled as to its contents and the words "Slurry Seal."

1. One gallon of the base asphalt
2. One pint of the polymer additive (with clear labeling of polymer type)
3. One quart of asphalt emulsion
4. 50 pounds of slurry seal aggregate

Changes in source or type of materials submitted to the Engineer as Pre-qualification samples shall not be permitted during the entire project without the approval of the Engineer.

Mechanical Proportioning:

Mixer-spreader trucks shall be equipped to proportion emulsion, water, aggregate, and set-control additives by volume. The aggregate shall be proportioned using a belt feeder operated

with an adjustable cutoff gate. The height of the gate opening shall be readily determinable. A positive displacement pump shall proportion the emulsion. Water shall be introduced into the mixer by a meter registering gallons delivered.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 3 tons in duration each.

The emulsion pump shall deliver emulsion to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 500 gallons in duration each.

The aggregate belt feeder shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest full revolution of the aggregate delivery belt.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level, if requested by the Engineer. The device shall indicate temperature of the emulsion and shall be accurate to ten degrees Fahrenheit (10° F).

Machine Calibration and Verification:

Mixer-spreader trucks to be used in performance of the work shall be calibrated in the presence of the Engineer prior to construction. The Contractor shall document the way in which the mechanical proportioning devices are calibrated and correlated to the metered delivery of each material at various settings. No mixer-spreader truck will be allowed to work on the project until the calibration has been completed and accepted by the Engineer within at least one (1) working day prior to start of work.

Spreading Equipment:

The slurry mixture shall be uniformly spread by means of a controlled spreader box conforming to the following requirements:

1. All spreader boxes over 7-1/2 feet in length shall have baffles.
2. Spreader box, rubber strike off, and drag mops shall be maintained in such manner as to prevent chatter (washboarding) in the finished mat. If washboarding occurs, that area shall be corrected to eliminate the washboard.
3. The rear flexible strike-off blade shall make close contact with the pavement and shall be capable of being adjusted to the various crown slopes so as to apply a uniform seal coat. Blades shall be changed as frequently as necessary to prevent longitudinal scouring.
4. The maximum speed of the application equipment shall not be greater than 180 feet per minute.

5. At least two (2) operational spreader trucks shall be available at the job site during the spreading operation except when continuous placement type mixer-spreader trucks are used.

Preparation of Surface:

Immediately prior to applying the slurry, the Contractor shall clean the street surface and lip of gutter joints of all loose material, silt spots, vegetation, and any other matter, which may adversely affect the adherence of the slurry to the existing pavement.

The Contractor shall remove thermoplastic stripes/markings, preformed traffic stripes/markings and raised pavement markers prior to slurry seal operation. The cost of removing the thermoplastic and preformed pavement stripes/markings shall be paid for by their associated bid item. The cost of removing all raised pavement markers, including raised blue fire hydrant markers, shall be included in the "Raised Reflective Pavement Markers to Place" bid item.

The Contractor shall be responsible for sweeping all streets with a mechanical power broom prior to sealing. The Engineer may require particularly dirty streets to be flushed with water. The Engineer must approve all flushing operations. The Contractor shall be responsible for cleaning sidewalks and driveways soiled by flushing operations.

The City shall remove and dispose of any garden refuse piles placed in the street.

The Contractor shall be responsible for locating, covering, removing, cleaning and protecting all utility covers, maintenance hole covers, water valve boxes, and any other utility covers. The methods of protection, referencing, locating, and cleaning shall be subject to approval by the Engineer prior to any resurfacing.

All protective coverings shall be removed from maintenance hole covers, water valve boxes, and other utility covers each day before opening the street to traffic. If the Contractor fails to protect utility covers or fails to remove all protective coverings within 3 working days of notification, the Contractor shall pay an administrative penalty of **TWO HUNDRED AND FIFTY (\$250)** per calendar day for each utility cover.

Existing blue fire hydrant locators shall be removed prior to placing of the slurry seal. New "raised, blue dot, hydrant marking devices" shall be installed by the Contractor after the slurry seal has been set for three (3) calendar days, but no later than seven (7) calendar days after placement of the slurry seal. The Contractor shall place the new approved "blue dot, hydrant marking devices" with approved two-part epoxy adhesive per the instruction and at the locations determined by the Engineer. If the Contractor fails to place the new "blue dot, hydrant marking devices" in the time period allowed, the Contractor shall pay an administrative penalty of **TWO HUNDRED AND FIFTY (\$250)** per calendar day for each blue dot not in place. The placing of the raised blue dots shall be paid for under Item No.9 "Pavement Markers to Remove and Place" of these Special Provisions.

Placing:

The slurry seal shall be placed at a rate of approximately twelve (12) to fifteen (15) pounds per square yard. The exact rate will be as determined by specific weight of aggregate, the surface demand of the pavement, and the size of the largest particle size of the aggregate.

The slurry seal shall not be placed when the existing pavement or air temperature is below 55 degrees Fahrenheit (15 degrees C) and falling, or during unsuitable weather, but may be applied when both pavement and air temperature are above 45 degrees Fahrenheit (7 degrees C) and rising.

Concrete bridge decks shall not be slurry sealed unless otherwise directed by the Engineer.

All undulations and speed humps shall be slurry sealed unless otherwise directed by the Engineer.

All through driving lanes shall be spread in full lane width pulls only. Slurry sealing of driveway aprons, returns, and other incidental work shall be accomplished concurrently with application of the street. The joint between the pavement and the PCC gutter shall be sealed with slurry seal and overlap the lip of the gutter a minimum of 3/4 inches and a maximum of 2 inches. When slurry starts or finishes, a straight-line cut-off shall be obtained by laying down a strip of building paper or other approved material. The Contractor shall remove such paper and any excess slurry after application of the slurry. Edge limits of the slurry on both sides of the street shall be maintained in a neat and uniform line.

When feasible, all joints and curb lines shall be pulled by machine to keep handwork to a minimum. Ridges or bumps in the finish surface will not be permitted.

Building paper shall be placed at transverse joints and over previously placed slurry seals to avoid the double placement of slurry seal. Other methods to avoid double placement may be used if first approved by the Engineer.

Unless the Engineer makes other arrangements, all intersections are to be slurry sealed where there are two or more blocks in line. The Contractor shall seal all alley returns adjacent to streets that are to be sealed back to the property line. Where two streets that are to be sealed intersect, the Contractor shall seal the entire pavement in the intersection, including the round corner area. Where light rail is encountered, the Contractor shall seal up to the concrete pad. Areas to be slurry sealed that are inaccessible to the spreader box may be spread by other approved means.

The Contractor shall remove all excess material, which is placed outside asphalt pavement areas. Hand tools shall be available in order to remove spillage.

Where the completed slurry is not uniform in color, the street shall be treated to eliminate the color variation at the Contractor's expense. The method of treatment will be subject to approval by the Engineer.

The Contractor shall repair and reseal all areas of the streets, which have not been sealed properly or completely at no additional cost to the City.

The Contractor shall be responsible for sweeping the streets and sidewalks where excessive raveling may occur after placing of the slurry seal, at no additional cost to the City.

The Contractor is responsible for one sweep approximately one week after placement of slurry seal and a final sweep approximately three to four weeks after placement of slurry seal.

The Contractor is responsible for additional sweeping if requested by the Engineer. **If additional sweeping is not performed within 24 hours of the engineer's request, the Contractor shall pay an administrative penalty of \$300.00 per calendar day for each street requested.**

At the end of each day's production, the Contractor will send to the Engineer a report containing the following information:

1. Tons of dry aggregate consumed that day.
2. Tons of asphalt emulsion consumed that day; and
3. Surface area covered that day.

This report shall be received no later than 10:00 a.m. of the following day.

Measurement and Payment:

Measurement for payment shall be taken from edge of pavement to edge of pavement, or from lip of the gutter to lip of gutter.

Payment shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals to perform all work involved in slurry sealing, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 2 - MICROSURFACING (TYPE II) TO PLACE

Microsurfacing shall consist of mixing a polymer modified, cationic microsurfacing emulsion (MSE), aggregate, mineral filler, set-control additives, and water and spreading the mixture on a pavement surface where shown on the plans, in conformance with the provisions in these special provisions, and as directed by the Engineer.

Material:

The material for microsurfacing shall conform to the following requirements:

Microsurfacing Emulsion (MSE)

Microsurfacing Emulsion (MSE) shall be homogenous and shall conform to the provisions of these special provisions. The polymer shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process.

The MSE shall conform to the following requirements when tested in conformance with the following test methods:

Polymer Modified, Cationic Microsurfacing Emulsion (MSE)		
Specification Designation	Test Method	Requirement
Viscosity, SSF, @ 77 F (25 C)	AASHTO T 59	15-90 Seconds
Sieve, max.	AASHTO T 59	0.30 Percent
Settlement, 5 days, max.	ASTM D244	5 Percent
Storage Stability, 1 day, max.	AASHTO T 59	1 Percent
Residue by Evaporation, min.	California Test 331	62 Percent

Specification Designation for Residue		
Specification Designation	Test Method	Requirement
Penetration@ 77 F (25C), 100g, 5s, 0.1mm	AASHTO T 51	40-90
Softening Point F (C) min.	AASHTO T53	135 (57)

Water and Additives

Water shall be of such quality that the asphalt will not separate from the MSE before the microsurfacing is placed on the pavement. If necessary for workability, a set-control agent that will not adversely affect the microsurfacing product may be used.

Mineral Filler

Mineral filler shall be Portland cement or hydrated lime that is free of lumps. Portland cement shall be either Type I, Type II, Type III or combination thereof. The type of mineral filler shall be determined by the Contractor based on laboratory mix designs. The mineral filler will be considered part of the aggregate gradation requirement.

Black Aggregate

The aggregate shall be volcanic in origin and black in color, as supplied by George Reed, Table Mountain Plant, Sonora, CA, or equal. The use of gray or light-colored aggregate shall not be allowed.

Microsurfacing aggregate for all roads shall conform to ISSA Type II aggregate and shall be manufactured crushed stone such as granite, slag, limestone, chat, or other high quality aggregate, or combination thereof. To assure the material is totally crushed, 100% of the parent aggregate shall be larger than the largest stone in the gradation to be used.

When tested in accordance to AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the aggregate gradation (including the mineral filler) shall be within following bands.

Type II Slurry Seal		
Sieve Sizes	Passing Percentage	Stockpile Tolerance
9.5 mm (3/8")	100	+/- 5%
4.75 mm (#4)	90-100	+/- 5%
2.36 mm (#8)	65-90	+/- 5%
1.18 mm (#16)	45-70	+/- 5%
600 um (#30)	30-50	+/- 5%
330 um (#50)	18-30	+/- 4%
150 um (#100)	10-21	+/- 3%
75 um (#200)	5-15	+/- 2%

After the target gradation has been submitted and identified in the mix design, the percent passing each sieve shall not vary by more than the stockpile tolerance and still remain within the gradation band during the application of microsurfacing.

The mineral aggregate shall also conform to the following:

Test	Test Method	Requirements
Sand Equivalent	CTM 217	70 min.
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	CTM 214	15% Maximum w/Na ₂ SO ₄ 25% Maximum w/MgSO ₄
Loss in L.A. Rattler (100 Revolutions)	CTM 211	10% max.
Loss in L.A. Rattler (500 Revolutions)	CTM 211	30% max.
Percentage of Crushed Particles	CTM 205	95% min.
Durability Index	CTM 229	75 min.

Mix Design:

At least 7 working days before the microsurfacing placement commences, the Contractor shall submit for approval of the Engineer a laboratory report of tests and a proposed mix design covering the specific materials proposed for use on the project.

The percentages of each individual material proposed in the mix design shall be shown in the laboratory report. Individual materials shall be within the following limits:

Residual Asphalt	5.5% to 9.5% by dry mass of aggregate
Mineral Filler	0% to 3% by dry mass of aggregate
Additive	As needed
Water	As needed

Adjustments may be required during construction based on field conditions.

The mix design and aggregate tests shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed microsurfacing mixture shall conform to the specified requirements when tested in conformance with the following tests:

Test	ISSA Test Method	Requirements
Wet Cohesion @ 30 Minute (Set) (min.) @ 60 Minute (Traffic) (min.)	TB* 139	12 kg-cm 20 kg-cm
Excess Asphalt	TB* 109	540 g/m ²
Wet Stripping (min.)	TB* 114	90%
Wet Track Abrasion 6-day Soak Loss (max.)	TB* 100	810 g/m ²
Displacement Lateral (max.) Specific Gravity After 1000 Cycles of 125 lbs. (56.8 kg)(max.)	TB* 147A	5%. 2.10
Classification Compatibility	TB* 144	(AAA, BAA) 11 Grade Points
Mix Time @ 77°F (25°C)	TB* 113	Controllable to 120 Seconds
TB* = Technical Bulletin		

The laboratory that performed the tests and designed the mixture shall sign the laboratory report. The report shall show the results of the tests on individual materials and shall compare their values to those required by these special provisions. The report shall clearly show the proportions of aggregate, filler (minimum and maximum), water (minimum and maximum), set control additive, and MSE solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect) in conformance with the requirements of ASTM Designation C 29M. Previous laboratory reports covering the same materials may be accepted provided the material test reports were completed within the previous 12 months. The mix design shall further show the recommended changes in mineral filler, water, and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 100 °F (38°C). This 100 °F (38°C) mixing report will not be required for projects requiring nighttime application.

The component materials used in the mix design shall be representative of the microsurfacing materials proposed by the Contractor for use on the project.

Once the mix design is approved by the Engineer, no substitution of other material will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design in conformance with the provisions of these special provisions. Substituted materials shall not be used until the mix design for those materials has been approved by the Engineer.

The completed mixture, after addition of water and set control agent, if used, shall be such that the microsurfacing mixture has proper workability. At the expiration of the road closure hours, in conformance with the provisions in "Maintaining Traffic" of these special provisions, the microsurfacing mixture shall be sufficiently cured to support unrestricted traffic.

Proportioning:

Aggregate, mineral filler, MSE, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be determinable. The MSE shall be proportioned by a positive displacement pump. Variable rate emulsion pumps, if used, shall be calibrated and sealed in the pump's calibrated condition in conformance with California Test 109 prior to usage.

The delivery rate of aggregate and MSE per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in conformance with California Test 109 and in conformance with the provisions of these special provisions.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least three tons (3 tonnes) each. The emulsion pump shall deliver MSE to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons (1135 L) each. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons (1135 L) each.

The MSE storage tank shall be located immediately before the emulsion pump and shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the MSE level is lowered to a point where the pump suction line is exposed.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate the temperature of the MSE and shall be accurate to within 10°F (5°C).

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device will monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the

power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder will not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds will be permitted between sensing and shutdown of the operation.

Mixing and Spreading Equipment:

The microsurfacing shall be mixed in continuous pugmill mixers of adequate size and power for the type of microsurfacing to be placed. All indicators shall be in conformance with the provisions of these special provisions and shall be in working order prior to commencing mixing and spreading operations.

Mixer-spreader trucks shall be equipped to proportion the MSE, water, aggregate, mineral filler, and set-control additives by volume. Rotating and reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.

The mixer-spreader truck shall not be operated unless low-flow and no-flow devices and revolution counters are in good working condition and functioning and metal guards are in place. Indicators required by these special provisions shall be visible while walking alongside the mixer-spreader truck.

Aggregate feeders shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest one-tenth of a revolution.

In addition to the requirements of the fourth paragraph of Section 5 1.10, "Equipment and Plants," of the Standard Specifications, the identifying number of mixer-spreader trucks shall be at least three inches (75 mm) in height, located on the front and rear of the vehicle.

The microsurfacing mixture shall be spread by means of a spreader box conforming to the following requirements:

Spreader Box

The spreader box shall be capable of placing the microsurfacing a minimum of 12 feet (3.6 m) wide and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to prevent the loss of microsurfacing from the box. Spreader boxes over eight feet (2.38 m) in application width shall have baffles, reversible motor driven augers or other suitable means to insure uniform application on superelevated sections and shoulder slopes. Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat. The spreader box in use shall be clean and free of microsurfacing and MSE at the start of each work shift.

The spreader box shall have a series of strike-off devices at the rear of the box. The leading strike-off device shall be fabricated of steel, stiff rubber or other suitable material. The number of strike-off devices shall be determined by the Contractor. The first strike-off device shall be

designed to maintain close contact with the pavement during the spreading operations, shall obtain the thickness required, and shall be capable of being adjusted to the various pavement cross sections for application of a uniform microsurfacing finished surface. The final strike-off device shall be fabricated of flexible material suitable for the intended use and shall be designed and operated to ensure a uniform texture is achieved in the finished surface of the microsurfacing. The final strike-off device shall be cleaned or changed daily if problems with longitudinal scouring occur.

Flexible fabric drags attached to the rear of the spreader box shall not be used.

Preparation of Surface:

Immediately prior to applying the microsurfacing, the Contractor shall clean the street surface and lip of gutter joints of all loose material, silt spots, vegetation, and any other matter, which may adversely affect the adherence of the slurry to the existing pavement.

The Contractor shall remove thermoplastic stripes/markings, preformed traffic stripes/markings and raised pavement markers prior to slurry seal operation. The cost of removing the thermoplastic and preformed pavement stripes/markings shall be paid for by their associated bid item. The cost of removing all raised pavement markers, including raised blue fire hydrant markers, shall be included in the "Raised Reflective Pavement Markers to Place" bid item.

The Contractor shall be responsible for sweeping all streets with a mechanical power broom prior to sealing. The Engineer may require particularly dirty streets to be flushed with water. The Engineer must approve all flushing operations. The Contractor shall be responsible for cleaning sidewalks and driveways soiled by flushing operations.

The City shall remove and dispose of any garden refuse piles placed in the street.

The Contractor shall be responsible for locating, covering, removing, cleaning and protecting all utility covers, maintenance hole covers, water valve boxes, and any other utility covers. The methods of protection, referencing, locating, and cleaning shall be subject to approval by the Engineer prior to any resurfacing.

All protective coverings shall be removed from maintenance hole covers, water valve boxes, and other utility covers each day before opening the street to traffic. If the Contractor fails to protect utility covers or fails to remove all protective coverings within 3 working days of notification, the Contractor shall pay an administrative penalty of **TWO HUNDRED AND FIFTY (\$250)** per calendar day for each utility cover.

Existing blue fire hydrant locators shall be removed prior to placing of the microsurfacing. New "raised, blue dot, hydrant marking devices" shall be installed by the Contractor after the microsurfacing has been set for three (3) calendar days, but no later than seven (7) calendar days after placement of the microsurfacing. The Contractor shall place the new approved "blue dot, hydrant marking devices" with approved two-part epoxy adhesive per the instruction and at the locations determined by the Engineer. If the Contractor fails to place the new "blue dot, hydrant

marking devices” in the time period allowed, the Contractor shall pay an administrative penalty of **TWO HUNDRED AND FIFTY (\$250)** per calendar day for each blue dot not in place. The placing of the raised blue dots shall be paid for under Item No.9 “Pavement Markers to Remove and Place” of these Special Provisions.

Placing:

The microsurfacing mixture shall be uniformly spread on the existing surfacing within the rate specified without spotting, rehandling or otherwise shifting of the mixture.

The microsurfacing mixture shall not be placed when the ambient temperature is below 50 °F (10°C) or during unsuitable weather. Microsurfacing shall not be placed if rain is imminent or if there is the possibility that there will be freezing temperatures within 24 hours.

Microsurfacing shall be spread at a rate within the following ranges of pound of dry aggregate per square yard (kilograms of dry aggregate per square meter).

Microsurfacing Type	Location	Spread Rate
Type II	Full Traffic Width	10 - 20 (5.5 - 11.0)
Type III ¹	Full Traffic Width	20 - 32 (11.0 - 17.5)
Type III ²	Full Traffic Width	30 - 32 (16.0 - 17.5)
Notes: 1. For microsurfacing over asphalt concrete pavement. 2. For microsurfacing over Portland cement concrete pavement and concrete bridge decks.		

Longitudinal joints shall correspond with the edges of the traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product.

Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be butt joints with overlaps not to exceed 3 inches (76 mm). Building paper shall be placed at the transverse joints to avoid double placement of the microsurfacing. Other suitable methods to avoid double placement of the microsurfacing will be allowed. Hand tools shall be available to remove spillage.

The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the MSE and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities.

Adequate means shall be provided to protect the microsurfacing from damage by traffic until such time that the mixture has cured sufficiently so that the microsurfacing will not adhere to or be picked up by the tires of vehicles.

The Contractor shall be responsible for sweeping the streets and sidewalks where excessive raveling may occur after placing of microsurfacing, at no additional cost to the City.

The Contractor is responsible for one sweep approximately one week after placement of microsurfacing and a final sweep approximately three to four weeks after placement of microsurfacing.

The Contractor is responsible for additional sweeping if requested by the Engineer. **If additional sweeping is not performed within 24 hours of the engineer's request, the Contractor shall pay liquidated damages of \$300.00 per calendar day for each street requested.**

Test Strip:

The Contractor shall construct a test strip for evaluation by the Engineer. The test strip shall be 300 feet (100 m) to 500 feet (150 m) long and shall consist of the application courses specified. The test strip shall be constructed at the same time of day or night that the full production of microsurfacing will be placed and may be constructed in 2 days or nights when multiple course applications are specified.

The Engineer will evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.

Repair of Early Distress:

If bleeding, raveling, delamination, rutting, or washboarding occurs after placing the microsurfacing, the Contractor shall diligently pursue repairs by any method approved by the Engineer.

Measurement and Payment:

Measurement for payment shall be taken from edge of pavement to edge of pavement, or from lip of the gutter to lip of gutter.

Payment shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals to perform all work involved in microsurfacing, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 3 - MODIFIED ASPHALT BINDER CHIP SEAL TO PLACE

Modified Asphalt Binder Chip Seal shall consist of an application of a modified asphalt binder and hot aggregate pre-coated with paving asphalt. The modified asphalt binder shall conform to the provisions specified for Medium Type seal coat in Section 37 1, "Seal Coats," of the State Standard Specifications and these special provisions.

Order of Work

The work shall be done in the following order:

1. Prepare the pavement surface as specified below.
2. Apply the Modified Binder as specified below.
3. Spread aggregate using mechanical spreader as specified below.
4. Initially roll the aggregate using a minimum of three (3) pneumatic tire rollers to provide a minimum of one (1) pass of coverage for all sealed area.
5. Continue rolling the aggregate using a minimum of three (3) pneumatic tire rollers to provide a minimum of three (3) passes of coverage for all sealed area.
6. The final roller coverage shall be made with one steel wheel roller weighing 7.25 tons minimum and 9 tons maximum. The roller shall be operated in the static mode only.
7. Sweep excess aggregate immediately after rolling. A minimum of three (3) sweeper passes are required. Sweep as directed by the Engineer.
8. Install temporary pavement markings.
9. Pavement grinding at curb ramps.
10. Apply slurry seal (type II) or microsurfacing no sooner than seven (7) calendar days and no later than fourteen (14) calendar days after the modified asphalt binder chip seal is applied. **Slurry seal and microsurfacing shall be paid by a separate item.**
11. Install temporary pavement markings.
12. All other such items and details specified shall be furnished, installed, and/or constructed.

Modified Asphalt Binder

The modified asphalt binder shall contain a minimum of 200 pounds (equivalent to 10% by weight) of tire-derived crumb rubber per ton of binder.

At least two (2) weeks before its intended use, the Contractor shall furnish the Engineer four (4) one-liter cans filled with the modified asphalt binder proposed for use on the project. The Contractor shall supply the Engineer, for approval, a binder formulation and samples of all materials to be used in the modified asphalt binder, at least two (2) weeks before construction is scheduled to begin. The binder formulations shall consist of the following information:

Asphalt and Modifiers for the following shall be provided to the Engineer.

1. Supplier and grade of paving asphalt.
2. Supplier and identification (or type) of modifiers used.
3. Percentage of asphalt modifier by mass of asphalt.
4. Percentage of the combined blend of asphalt and asphalt modifier by total mass of modified asphalt binder to be used.
5. Laboratory test results for test parameters shown in these special provisions.

Modified asphalt binder shall be a homogeneous and storage stable material conforming to the following requirements:

Modified Binder Specification for Hot Applied Chip Seal Applications ^a

Property	AASHTO Test Method	Grade	
		PG 76-22 PM	PG 76-22 TR ^b
Original Binder			
Flash Point, Minimum °C	T 48	230	230
Solubility, Minimum % ^c	T 44 ^d	98.5	97.5 ^e
Viscosity at 135°C, ^f Maximum, Pa·s	T 316	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	76 1.00	76 1.00
RTFO Test, Mass Loss, Maximum, %	T 240	1.00	1.00
RTFO Test Aged Binder			
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	76 2.20	76 2.20
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum (delta), %	T 315	Note g 80	Note g 80
Elastic Recovery ^h , Test Temp., °C Minimum recovery, %	T 301	25 65	25 65
PAV ⁱ Aging, Temperature, °C	R 28	110	110
RTFO Test and PAV Aged Binder			
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T 315	31 5000	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T 313	-12 300 0.300	-12 300 0.300
Notes:			
a. Do not modify binder using acid modification.			
b. Supplier is required to certify 10% minimum tire rubber modifier in binder.			
c. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."			
d. The Department allows ASTM D 5546 instead of AASHTO T 44			
e. For hot applied chip seal applications the solubility will be a minimum of 93% and a binder profile is required for supplier who is not a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."			
f. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.			
g. Test temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G*/sin(delta) is 2.2 kPa.			
h. Tests without a force ductility clamp may be performed.			
i. "PAV" means Pressurized Aging Vessel.			

A Certificate of Compliance shall be furnished to the Engineer in conformance with the provisions in Section 6 1.07, "Certificates of Compliance," of the State Standard Specifications. The certificate shall certify that the material which the certificate represents conforms to the provisions specified in these special provisions.

When placing modified asphalt seal coat at intersections, cul-de-sacs, left-turn lanes, gore points, and other irregular areas, modified asphalt application shall not be in excess of that which can be covered with Aggregate within 10 minutes.

When joining edges against areas with aggregate, the joint shall be swept clean of excess aggregate prior to the adjacent application of modified asphalt binder. Transverse joints of this type shall be constructed by placing roofing paper across and over the end of the previous modified asphalt seal coat application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately.

The longitudinal joint between adjacent applications of aggregate shall coincide with the line between designated traffic lanes. Longitudinal joints shall be overlapped for complete coverage. The overlap shall not exceed 4" inches.

Joint edges shall be swept clean of overlapping cover material prior to application of adjacent asphalt binder. Reasonable precautions shall be taken to avoid skips and overlaps at joints. Defects shall be corrected at the Contractor's expense.

At longitudinal joints with aggregate, the edge shall be broomed back and blended to eliminate differences in elevation. The joints shall be free from ridges and depressions and shall have a uniform appearance consistent with the adjacent sealed surface. Defects shall be corrected at the Contractor's expense.

Aggregate

Aggregate shall consist of broken stone, crushed gravel or both. At least 90 percent by mass of the aggregate shall consist of crushed particles as determined by California Test 205. California Test 205, Section D, definition of a crushed particle is revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle."

Aggregate shall conform to the following grading requirements prior to pre-coating with paving asphalt.

Medium 9.5 mm max. size

Sieve Size	Percentage Passing
19.0 mm	----
12.5 mm	100
9.5 mm	85-100
4.75 mm	0-15
2.36 mm	0-5
1.18 mm	----
600 µm	----
75 µm	0-2

Aggregate shall conform to the following quality requirements immediately prior to preheating:

Tests	California Tests	Requirements
Los Angeles Rattler Loss (100 Revolutions)	211	10 % (max)
Los Angeles Rattler Loss (500 Revolutions)	211	40% (max)
Film Stripping	302	25% (max)
Cleanness Value	227	84 (min)
Durability	229	52 (min)

Aggregate shall be preheated to a temperature between 284°F (140°C) and 347°F (175°C) and then pre-coated with 0.5 to 1.0 percent asphalt by mass of dry aggregate and the amount shall be determined by the contractor. The pre-coating of Aggregate shall be performed in an asphalt concrete plant. Stockpiling of Aggregate after preheating and pre-coating with asphalt will not be permitted.

Canvas or similar covers that completely cover each load of pre-coated aggregate shall be used during hauling to minimize temperature drop of the pre-coated aggregate. Aggregate shall be spread when the temperature of the pre-coated Aggregate is not less than 220°F (105°C).

Equipment

The equipment used by the Contractor for modified asphalt binder seal operations shall conform to the following:

- A. Self-propelled power brooms shall clean the existing pavement and remove loose aggregate without dislodging aggregate set in the modified asphalt binder. Gutter brooms or steel-tined brooms shall not be used.
- B. A minimum of three (3) operational pneumatic-tired rollers conforming to the provisions specified in Section 39 5.02, "Compacting Equipment," of the Standard Specifications, except that the rollers shall carry a minimum loading of 3,000 lbs (1,360 kg) on each wheel and an air pressure of 100±5 psi (690±35 kPa) in each tire, shall compact the seal coat.

- C. A self-propelled aggregate spreader, equipped with an aggregate hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper shall spread the aggregate.
- D. A self-propelled computerized rate controlled distributor truck shall be used for applying polymer modified asphalt binder. The distributor truck shall be equipped with a heating unit, a pump or pumps that spray the polymer modified asphalt binder within ± 0.025 g/sy of the specified rate and a fully circulating spray bar that applies the binder without a streaked or otherwise irregular pattern. The distributor truck shall be equipped with a tachometer, pressure gages, volume measuring devices, and thermometer and computerized rate control.
- E. Trucks for hauling aggregate shall be equipped so that aggregate can be discharged from the tailgate. Trucks shall be equipped with a device to lock onto the hitch at the rear of the aggregate spreader. Haul trucks shall be compatible with the Aggregate spreader so that the dump bed will not push down on the spreader when fully raised. Haul truck dump beds shall be designed so that, while dumping into the receiving hopper, aggregate shall be prevented from spilling on the roadway.

Surface Preparation

Immediately prior to applying the Modified Asphalt Binder Chip Seal, the Contractor shall clean the street surface and lip of gutter joints of all loose material, silt spots, vegetation, and any other matter, which may adversely affect the adherence of the cape seal to the existing pavement.

The Contractor shall remove thermoplastic stripes/markings, preformed traffic stripes/markings and raised pavement markers prior to chip seal operation. The cost of removal of all raised pavement markers including raised blue fire hydrant markers, all thermoplastic and preformed pavement stripes/markings shall be paid by separate items.

The Contractor shall be responsible for sweeping all streets with a mechanical power broom prior to sealing. The Engineer may require particularly dirty streets to be flushed with water. The Engineer must approve all flushing operations. The Contractor shall be responsible for cleaning sidewalks and driveways soiled by flushing operations.

The City shall remove and dispose of any garden refuse piles placed in the street.

The Contractor shall be responsible for locating, covering, removing, cleaning and protecting all utility covers, maintenance hole covers, water valve boxes, and any other utility covers. The methods of protection, referencing, locating, and cleaning shall be subject to approval by the Engineer prior to any resurfacing.

All protective coverings shall be removed from maintenance hole covers, water valve boxes, and other utility covers each day before opening the street to traffic. If the Contractor fails to protect utility covers or fails to remove all protective coverings within 3 working days of notification,

the Contractor shall pay an administrative penalty of **TWO HUNDRED AND FIFTY (\$250)** per calendar day for each utility cover.

Existing blue fire hydrant locators shall be removed prior to placing of the cape seal. New "raised, blue dot, hydrant marking devices" shall be installed by the Contractor after the slurry seal or microsurfacing has been set for three (3) calendar days, but no later than seven (7) calendar days after placement of the seal. The Contractor shall place the new approved "blue dot, hydrant marking devices" with approved two-part epoxy adhesive per the instruction and at the locations determined by the Engineer. If the Contractor fails to place the new "blue dot, hydrant marking devices" in the time period allowed, the Contractor shall pay an administrative penalty of **TWO HUNDRED AND FIFTY (\$250)** per calendar day for each blue dot not in place. The placing of the raised blue dots will be paid by a separate item.

Applying Modified Asphalt Binder

Modified asphalt binder shall be applied in conformance with the provisions specified for applying asphaltic emulsion in Section 37 1.05, "Applying Asphaltic Emulsion," of the State Standard Specifications, except the second, third, fourth, and fifth paragraphs shall not apply.

Modified asphalt binder shall be applied at a rate of 0.35 – 0.40 gallons per square yard. The exact rate will be determined by the Engineer. Variance from this application rate will not be allowed unless approved by the Engineer.

Modified asphalt binder shall not be applied when weather conditions are unsuitable or when the pavement is damp or wet. Excessive wind is considered an unsuitable weather condition. Asphalt binder shall be applied only when the atmospheric temperature is 65°F (18°C) or above and the pavement surface temperature is 78°F (26°C) or above. Polymer modified asphalt binder shall not be applied until sufficient aggregate are available to immediately cover the binder being applied.

The Contractor shall notify the Engineer of the exact spread rate used and shall be within 10% of the selected spread rate.

Modified asphalt binder shall be applied between the gaps of undulations.

Spreading Aggregate

Aggregate for modified asphalt binder seal shall be spread in conformance with the provisions specified for spreading aggregate on asphaltic emulsion in Section 37 1.06, "Spreading Aggregate," of the State Standard Specifications, except the first, fifth, sixth, and seventh paragraphs shall not apply.

Aggregate for Modified Asphalt Binder Chip Seal shall be applied at a rate of 23-40 pounds per square yard. The exact rate will be determined by the Engineer. Variance from this application rate will not be allowed unless approved by the Engineer.

Finishing

Modified asphalt binder chip seal shall be finished in conformance with the provisions for finishing aggregate spread on asphaltic emulsion in Section 37 1.07, "Finishing," of the State Standard Specifications, except the second and third paragraphs shall not apply. In addition, the following shall apply:

- A. Removal of excess aggregate shall be completed before uncontrolled traffic is permitted on the modified asphalt binder seal coat.
- B. Initial rolling of the modified asphalt binder seal coat shall consist of a minimum of one complete coverage with three pneumatic-tired rollers and shall begin immediately behind the aggregate spreader. The distance between the rollers and the aggregate spreader shall not exceed 60 m at any time during the spreading of aggregate operations.
- C. A minimum of 3 complete coverages, after the initial coverage, shall be made with pneumatic-tired rollers on the modified asphalt binder seal coat. Each coverage of the roller shall be as defined in Section 39 6.03, "Compacting," of the Standard Specifications.
- D. An initial brooming shall be performed after completion of the final rolling and prior to routing public traffic on the modified asphalt binder seal coat.
- E. The final roller coverage shall be made with one steel wheel roller weighing 7.25 tons minimum and 9 tons maximum. The roller shall be operated in the static mode only.

Sweeping shall be a multi step operation following final rolling of the Aggregate. Loose Aggregate shall be removed from the roadway surface and abutting adjacent areas. Loose Aggregate shall be disposed of at least 46 m from the nearest waterway.

The Contractor shall be responsible for any damages to the vehicles, pedestrians and residents due to loose aggregate. The Contractor is responsible for additional sweeping if requested by the Engineer. **If additional sweeping is not performed within 24 hours of the engineer's request, the Contractor shall pay an administrative penalty of \$300.00 per calendar day for each street requested.**

Maintaining Traffic - Contractor shall provide temporary C6 "LOOSE GRAVEL" with 15-MPH speed limit signs installed at the entrance and at 150 foot intervals on both sides of the streets.

Pilot cars shall be sufficiently available to continuously convoy and control traffic. Pilot cars used to convoy or otherwise control traffic shall have radio contact with each other and other personnel in the work area. Pilot cars shall use only traffic lanes open to public traffic.

Slurry Seal and Microsurfacing

Slurry seal and microsurfacing shall be applied as describes in separate items of these Special Provisions. **Slurry seal and microsurfacing shall be paid by separate items.**

The slurry seal or microsurfacing coat shall be applied no sooner than seven (7) calendar days and no later than fourteen (14) calendar days after the modified asphalt binder chip seal is applied. If the Contractor fails to slurry seal or microsurface over the modified asphalt binder chip seal within the time period allowed, the Contractor shall pay an administrative penalty of \$250 per calendar day for each street that is not slurry sealed.

Measurement and Payment

Measurement for payment shall be taken from edge of pavement to edge of pavement, or from lip of the gutter to lip of gutter.

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 placing modified asphalt binder chip seal, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 4 - TRAFFIC STRIPE (4" & 6") TO REMOVE

ITEM NO. 5 - TRAFFIC STRIPE (8") TO REMOVE

ITEM NO. 6 - TRAFFIC STRIPE (12") TO REMOVE

ITEM NO. 7 - PAVEMENT MARKINGS TO REMOVE

Thermoplastic and preformed traffic stripes and markings shall be removed to the fullest extent possible from the pavement by grinding. Grinding material left on the pavement as a result of removing traffic stripes and markings shall be removed as the work progresses. Accumulations of grinding material, which might constitute a hazard to traffic, will not be permitted.

At least one week prior to performing any work, the Contractor shall be required to provide and submit to the Engineer a weekly schedule of work for each week showing a list of streets in order of performance. A contact person and phone number of responsible parties shall be affixed to this list. The Contractor shall also provide to the Engineer a list of all striping and marking quantities removed for each day worked, by 10:00 AM the following day.

The Contractor shall place temporary markers prior to removing traffic control measures during the striping and markings removal operation. Temporary markers shall be maintained until permanent striping and markings are in place. See section 1.28.

Measurement

Traffic stripes shall be measured in lineal foot of material removed. No payment will be made for gaps in broken traffic stripes. Double center stripes shall be paid as two (2) four-inch (4") stripes. Twelve-inch traffic stripes are defined as both transverse and longitudinal lines, which

include 12" limit lines and 12" crosswalks stripes. 24" limit lines shall be considered as two 12" stripes.

Pavement markings shall be measured in square foot of material removed. Pavement markings are defined as, but not limited to, word and symbol markings, parking brackets, and "Triple-four" crosswalks.

The quantities of traffic stripes and pavement markings 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 made based on the final pay quantity indicated on the Sealed Proposal and will not be recalculated in the field.

Payment shall be based on final pay quantity per lineal feet of traffic stripes and per square feet for markings and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with removing traffic stripes and markings as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 8 - RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE

Raised reflective pavement markers 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.

This item shall include the placement of blue raised reflective pavement markers to identify fire hydrants. See section 32 of the Standard Specifications for placement requirements of blue markers.

The cost of removing existing raised reflective pavement markers shall be included in this item of work.

Payment shall be made based on the final pay quantity indicated on the Sealed Proposal and will not be recalculated in the field.

Payment shall be based on final pay quantity per each placed and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing raised reflective markers as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

- ITEM NO. 9 - THERMOPLASTIC TRAFFIC STRIPE (4") TO PLACE**
- ITEM NO. 10 - THERMOPLASTIC TRAFFIC STRIPE (6") TO PLACE**
- ITEM NO. 11 - THERMOPLASTIC TRAFFIC STRIPE (8") TO PLACE**
- ITEM NO. 12 - THERMOPLASTIC TRAFFIC STRIPE (12") TO PLACE**
- ITEM NO. 13 - THERMOPLASTIC PAVEMENT MARKING TO PLACE**

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.

The Contractor shall be required to provide and submit to the Engineer a weekly schedule of work for each week showing a list of streets in order of performance at least one week prior to performing any work. A contact person and phone number of responsible parties shall be affixed to this list. The Contractor shall also provide, to the Engineer, a list of all striping and marking quantities installed each day, by 10:00 AM the following day.

The Contractor shall place the striping and markings after the resurfacing has been set for three (3) calendar days, but no later than seven (7) calendar days after resurfacing. If the Contractor fails to place the striping and markings in the time period allowed, the Contractor shall pay liquidated damages of \$500 per calendar day for each street that is not completed.

Any concrete bridge decks encountered within the limits of a street being sealed shall be striped in conjunction with the street even though the decks themselves have not been slurry sealed.

Measurement

Traffic stripes shall be measured in lineal foot of material placed. No payment will be made for gaps in broken traffic stripes. Double center stripes shall be paid as two (2) four-inch (4") stripes. Twelve-inch traffic stripes are defined as both transverse and longitudinal lines, which include 12" limit lines and 12" crosswalks stripes. 24" limit lines shall be considered as two 12" stripes.

Pavement markings shall be measured in square foot of material placed. Pavement markings are defined as, but not limited to, word and symbol markings, parking brackets, and "Triple-four" crosswalks.

The quantities of traffic stripes and pavement markings 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 made based on the final pay quantity indicated on the Sealed Proposal and will not be recalculated in the field.

Payment shall be based on final pay quantity per lineal feet of traffic stripes and per 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 traffic stripes and markings as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 14 - PAVEMENT GRINDING AT CURB RAMPS

This item shall consist of grinding pavement in front of identified curb ramps to provide a smooth transition at the joint between the asphalt pavement and the concrete gutter. Grinding shall take place across the entire length of the accessible portion of the curb ramp plus an additional two feet on both ends.

All identified curb ramps are located in areas receiving a modified asphalt binder cape seal. Grinding shall occur after the modified asphalt binder chip seal is placed but before slurry seal or microsurfacing is placed.

Payment shall be at the unit price bid per each curb ramp and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals to perform all work involved in grinding pavement, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 15 - MANHOLE HEAD TO RAISE

Manhole heads shall be raised to conform to the grade of the new surface in accordance with these Special Provisions.

Manholes to be raised will be located in roadways that receive a modified asphalt binder cape seal. After the resurfacing is complete, the Engineer will determine which manholes require rising.

Manhole heads shall be brought to the new grade by raising the head in conformance with Paragraph 25-4 of the Standard Specifications, except that when the space between the top of the excavated manhole and the bottom of the casting to be set exceeds three inches (3"), the space shall be reduced to one inch (1") or less by the use of grade rings. The requirement for adding or removing risers to keep the maintenance hole head between six inches (6") and eighteen inches (18") from top of cone to finish grade may be waived upon approval of the Engineer.

The use of separate extension ring castings will not be permitted.

Excavation to raise manhole heads to the new pavement grade, shall be such that there is a minimum of one foot (1') clear space between the rim of the casting to be installed and the circumference of the excavated pavement. The minimum depth of the annular region formed shall be two inches (2") below the finish grade of the casting flange.

Castings shall be thoroughly cleaned of all loose or cracked Portland Cement Concrete prior to reinstallation, and the excavated area and casting shall be thoroughly wetted prior to receiving mortar or concrete. The mortar and concrete used shall be hand placed or shovel sliced so that all voids between the existing head and casting are filled.

Asphalt patch shall consist of 3/8" maximum aggregate in conformance with Section 39.202 of the State Specifications.

The finished grade of the manhole head and asphaltic concrete placed around it shall be checked with a straight edge. When a straight edge of sufficient length to span the diameter of the cut pavement surface is placed across the center of the maintenance hole, in either a perpendicular or parallel direction with respect to the street centerline, the distance between the bottom of the straight edge and either the top of the casting, existing pavement surface, or asphaltic concrete in the annular region, shall not exceed one-quarter inch (1/4") when measured within the outer circumference of the annular region.

Manhole raising in any section of street shall be fully completed during the workday so as to permit full use by traffic at the end of the workday.

Raising manhole heads must be completed within 10 working days of placing the cape seal. All debris, which enters the maintenance hole as a result of this operation, shall be removed immediately after raising the manholes. The Contractor is responsible for damage done to traffic striping placed by another Contractor.

Manhole heads as used in this item include all City and County owned utility manholes (such as, but not limited to: sewage, drainage, water, and fire and police alarm systems) and other maintenance holes as directed by the Engineer.

This item shall include the cost of raising monitoring wells and communication vaults.

Payment shall be at the unit price bid per each, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in raising manhole heads, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 16 - WATER VALVE BOX TO RAISE

Water valve boxes shall be raised to the grade of the new pavement surface. This item shall also include furnishing and placing new water valve boxes and steel standpipes (risers) and liners as required by the Engineer. All debris, which enters the water valve box as a result of this operation, shall be removed immediately after raising the water valve box. All work shall meet the applicable requirements of Sections 27 and 38 of the Standard Specifications, and these Special Provisions.

Water valves to be raised will be located in roadways that receive a modified asphalt binder cape seal. After the resurfacing is complete, the Engineer will determine which water valves require rising.

The Contractor will notify the Division of Water (433-5271) one (1) week prior to the raising of water meters.

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.

Existing cast iron water valve boxes may be reused if the valve box covers and framers are not damaged, deficient or broken. Installation shall be in accordance with details SD-10 and SD-11 of Section 38 of the Standard Specifications. All other valve boxes shall be replaced with a new valve box conforming to detail SD-9 and installed in accordance with detail SD-11. Unused water valve boxes shall become the property of the Contractor and shall be disposed of away from the project site.

All standpipes shall extend a minimum of two inches (2") into the raised water valve boxes. Extension of eight-inch (8") diameter standpipes not meeting this requirement shall be accomplished by the methods shown on detail SD-11 of Section 38 of the Standard Specifications. Standpipes that are damaged or broken, and existing six-inch (6") standpipes, which cannot be lengthened to meet this requirement by welding on a steel standpipe extension, shall be removed and replaced. Standpipe shall be free of burrs and sharp edges. Installation of new standpipe shall conform to the provisions of detail SD-8.

The finished grade of raised water valve boxes shall be checked with a straight edge. When a straight edge is placed across the valve box, the distance between the bottom of the straight edge and either the valve box, existing pavement surface, or asphaltic concrete placed around the valve box, shall not exceed one-quarter inch (1/4") when measured within the perimeter of the pavement cut.

Raising water valve boxes in any section of street shall be fully completed during the workday so as to permit full use of traffic at the end of the work day. Should the Contractor be unable to fully complete a water valve box by the above time, a temporary asphaltic cutback surface shall be placed in any depression so as to provide a smooth traveling surface until the water valve box can be fully completed. The use of barricades around incomplete water valve boxes during night hours is not permitted.

Asphalt patch shall consist of 3/8" maximum aggregate in conformance with Section 39.202 of the State Specifications.

Raising of sewer cleanouts and flushers are included in this item and shall conform to this item, "WATER VALVE BOX TO RAISE".

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in raising water valve boxes, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 17 - TRAFFIC SIGN TO PLACE

This item shall consist of manufacturing, furnishing and installing traffic signs on existing posts or new posts, shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 32 and 38 of the Standard Specifications and these Special Provisions. New posts will be paid by a separate item.

The Contractor shall notify the Engineer two (2) working days prior to the placement of the signs. The Contractor shall review the proposed sign location with the Engineer and a supervisor from the City's Traffic Signs and Markings section prior to installation of the sign. The Engineer may make adjustments to the proposed sign location in the field.

The Contractor shall use the sign sizes as shown in the State of California, Department of Transportation Traffic Manual, unless specified otherwise on the drawings.

Sign panels shall be not less than 0.080 inches thick aluminum panels. Sign facings shall be manufactured at high intensity grade (encapsulated lens type with heat activated adhesive or pressure sensitive) reflective sheeting except that sheeting for street name signs, R1, R2 and W series signs shall be 3M VIP Diamond Grade or approved equal. Signs shall meet the standards set forth in the California Department of Transportation Traffic Manual. A 3-inch by 1 1/2-inch "City of Sacramento" logo box with 1/2-inch white, red or black letters shall be centered and printed on the lower border of each sign blank prior to application of the reflective sheeting. As an alternative, the "City of Sacramento" logo with 1/2" letters may be placed in the border area.

Signs located at the side of the roadway shall have a minimum height of seven feet (7') from the adjacent ground to the bottom of the sign, unless specified otherwise. The height of a combination of signs in the median, such as an R7 with an R10, shall be 18 inches from the top of the island to the bottom of the lowest sign (R10) with a maximum one-inch separation between the two signs.

Each sign shall have the date of manufacture and a location number stenciled on the backside. Location information shall consist of each sign having an individual number which will be recorded on a clean set of Plans during the sign installation and shall be turned in as part of the "Record Drawings".

A. Sign Posts

A 5/16-inch diameter cap screw with a plated rubber backwasher against the face of the sign and elastic stop nuts shall be placed through the sign and post at both top and bottom of each sign. A "V" notched piped saddle, to support the sign, shall be placed between the sign and the post.

B. Signal and Street Light Poles

Place a 3/4-inch stainless steel banded strap and appropriate hardware at both top and bottom of each sign.

C. Sheeting Grade

Sheeting Grade shall use ASTM Type 11 or 3M DG Cubed specifications designed to enhance nighttime visibility of traffic control signs and objects. Type 11 or 3M DG Cubed sheeting shall have a precoated adhesive protected by an easily removable liner.

Payment shall be made at the unit price bid per each sign and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in

placing traffic signs on existing posts or new post as shown on plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 18 - NEW POST TO PLACE

This item shall consist of installing new posts for traffic signs where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 32 and 38 of the Standard Specifications 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 post, and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in installing new posts for traffic signs as shown on plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 19 - CHANGEABLE MESSAGE SIGN TO PLACE

The work to be performed for this item, in general, includes furnishing and installing Changeable Message Signs as specified in the Special Provisions and as directed by the Engineer.

Changeable Message Signs shall be placed at the entrances of Younger Creek Dr. and Sky Creek Dr., two weeks prior to resurfacing, to notify businesses of removing trailers parked on roadway prior to resurfacing. Changeable Message Signs shall remain in place until the microsurfacing stage is complete.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools and equipment, and incidentals for doing all work involved in installing changeable message signs, as specified in these Special provisions, and as directed by the Engineer.

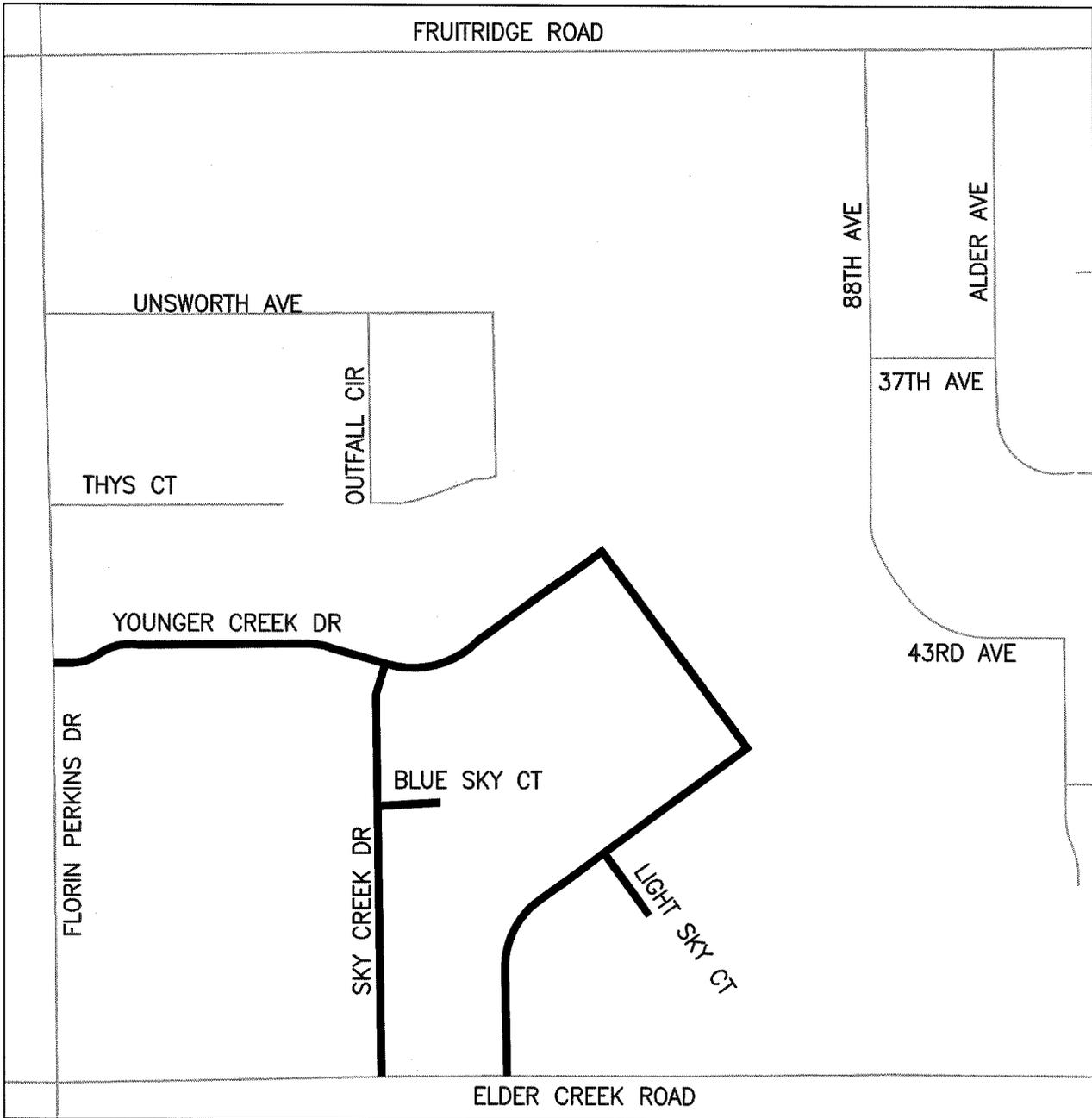
APPENDIX A (RESURFACING MAPS AND SPREADSHEETS)

- **MAP NO. 1 – YOUNGER CREEK DR. AND SKY CREEK DR. (CHIP SEAL)**
- **MAP NO. 2 – YOUNGER CREEK DR. AND SKY CREEK DR. (MICROSURFACING)**
- **MAP NO. 3 – 24TH ST. (MICROSURFACING)**
- **MAP NO. 4 – NEIGHBORHOOD BOUNDED BY 24TH ST. (CHIP SEAL)**
- **MAP NO. 5 – NEIGHBORHOOD BOUNDED BY 24TH ST. (SLURRY SEAL)**
- **MAP NO. 6 – DUCKHORN DR. (MICROSURFACING)**
- **MAP NO. 7 – NEIGHBORHOOD BOUNDED BY DUCKHORN DR. (SLURRY SEAL)**

The 2014 Seal Coat Project (PN: R15142020)

Map No.	Boundry	Council District	Type	Area (SY)
1	Younger Creek Drive and Sky Creek Drive	6	Chip Seal	42,013
2			Microsurfacing	
3	24th Street	8	Microsurfacing	19,440
4	Meadowview Neighborhood bounded by 24th Street to the west.	8	Chip Seal	37,748
5			Slurry Seal	
6	Duckhorn Drive	1	Microsurfacing	15,600
7	Gateway West Neighborhood bounded by Duckhorn Drive to the east.	1	Slurry Seal	72,101

Map No. 1
Council District 6
Chip Seal



Map Contact
K. CHAHAL

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2014 STREET SEAL COAT PROJECT
PN: R15142020

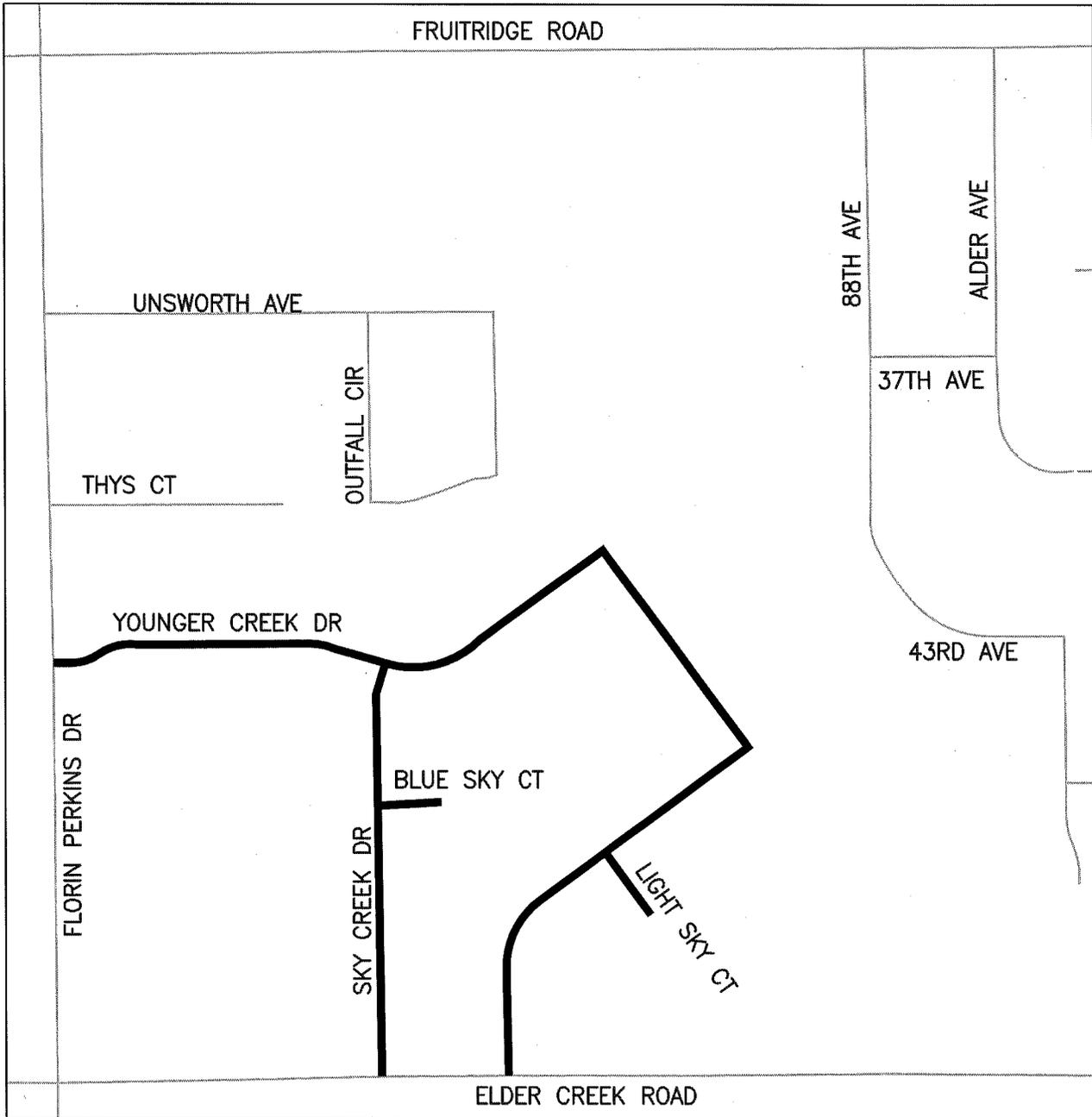
APRIL 14, 2014

Map No. 1
 Chip Seal
 Council District 6

Younger Creek Drive and Sky Creek Drive

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
BLUE SKY CT	SKY CREEK DR	END	307	40	1,364
LIGHT SKY CT	YOUNGER CREEK DR	END	371	40	1,648
SKY CREEK DR	ELDER CREEK RD	BLUE SKY CT	1,419	40	6,306
SKY CREEK DR	BLUE SKY CT	YOUNGER CREEK DR	732	40	3,253
YOUNGER CREEK DR	FLORIN PERKINS RD	SKY CREEK DR	1,739	40	7,728
YOUNGER CREEK DR	SKY CREEK DR	LIGHT SKY CT	3,514	40	15,617
YOUNGER CREEK DR	LIGHT SKY CT	ELDER CREEK RD	1,372	40	6,097
Total Sq Yds					42,013

Map No. 2 Council District 6 Microsurfacing



Map Contact
K. CHAHAL

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2014 STREET SEAL COAT PROJECT
PN: R15142020

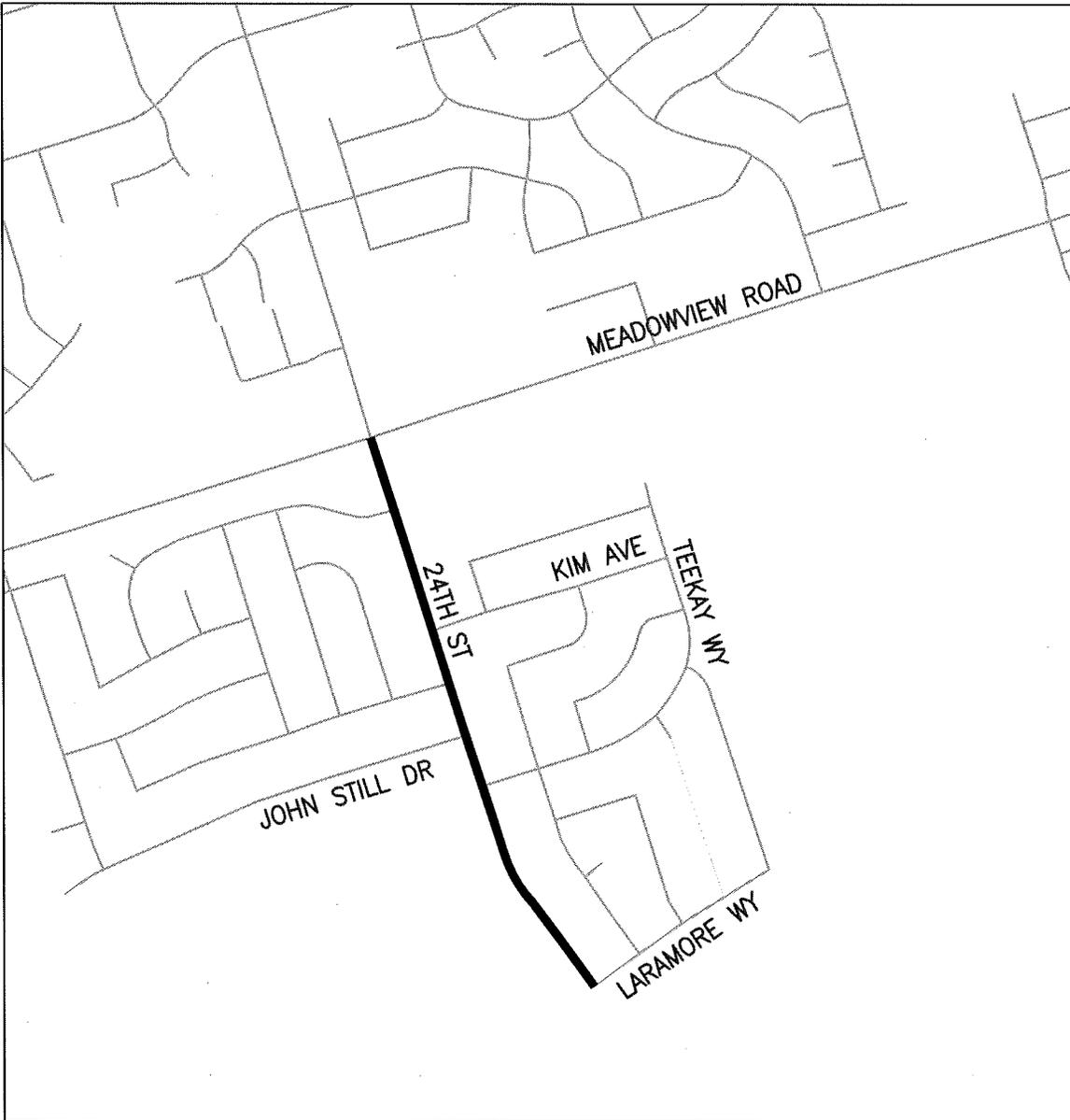
APRIL 14, 2014

Map No. 2
 Microsurfacing
 Council District 6

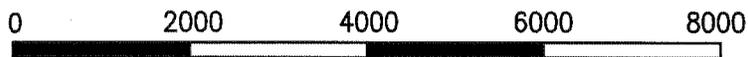
Younger Creek Drive and Sky Creek Drive

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
BLUE SKY CT	SKY CREEK DR	END	307	40	1,364
LIGHT SKY CT	YOUNGER CREEK DR	END	371	40	1,648
SKY CREEK DR	ELDER CREEK RD	BLUE SKY CT	1,419	40	6,306
SKY CREEK DR	BLUE SKY CT	YOUNGER CREEK DR	732	40	3,253
YOUNGER CREEK DR	FLORIN PERKINS RD	SKY CREEK DR	1,739	40	7,728
YOUNGER CREEK DR	SKY CREEK DR	LIGHT SKY CT	3,514	40	15,617
YOUNGER CREEK DR	LIGHT SKY CT	ELDER CREEK RD	1,372	40	6,097
Total Sq Yds					42,013

Map No. 3
Council District 8
Microsurfacing



Map Contact
K. CHAHAL



2014 STREET SEAL COAT PROJECT
PN: R15142020

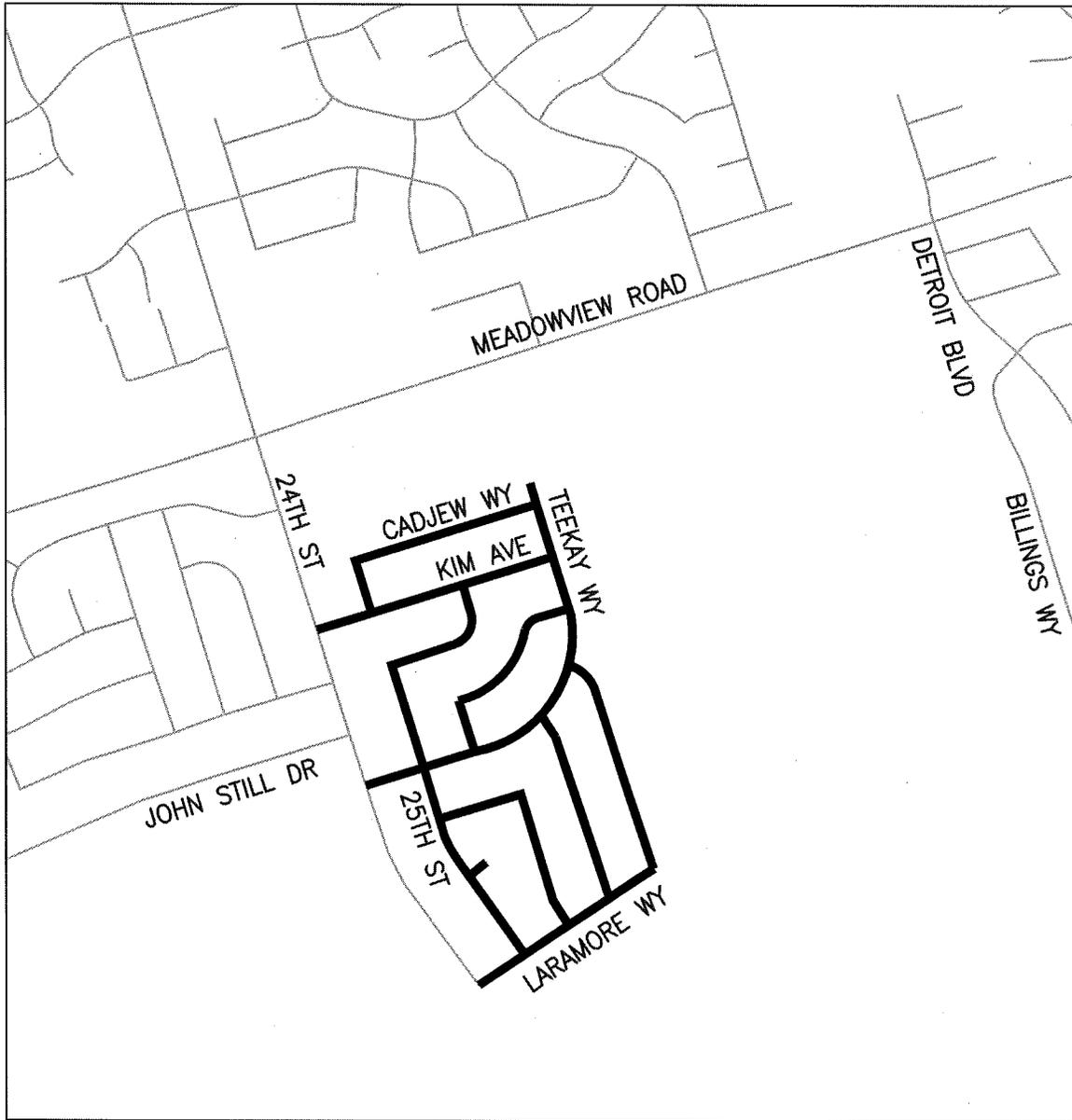
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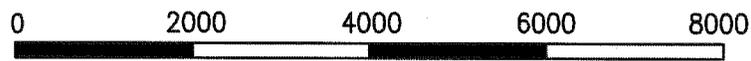
Map No. 3
 Microsurfacing
 Council District 8
 24th Street

Street to be Res	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
24TH ST	END	LARAMORE WAY	128	26	369
24TH ST	LARAMORE WAY	TEEKAY WAY	1101	60	7,340
24TH ST	TEEKAY WAY	JOHN STILL DR	253	60	1,686
24TH ST	JOHN STILL DR	CRAIG AVE	261	60	1,740
24TH ST	CRAIG AVE	KIM AVE	265	60	1,766
24TH ST	KIM AVE	KENWORTHY WAY	618	60	4,120
24TH ST	KENWORTHY WAY	MEADOWVIEW RD	362	30	1,206
24TH ST	MEADOWVIEW RD	KENWORTHY WAY	364	30	1,213
Total Sq Yds					19,440

Map No. 4
Council District 8
Chip Seal



Map Contact
K. CHAHAL



2014 STREET SEAL COAT PROJECT
PN: R15142020

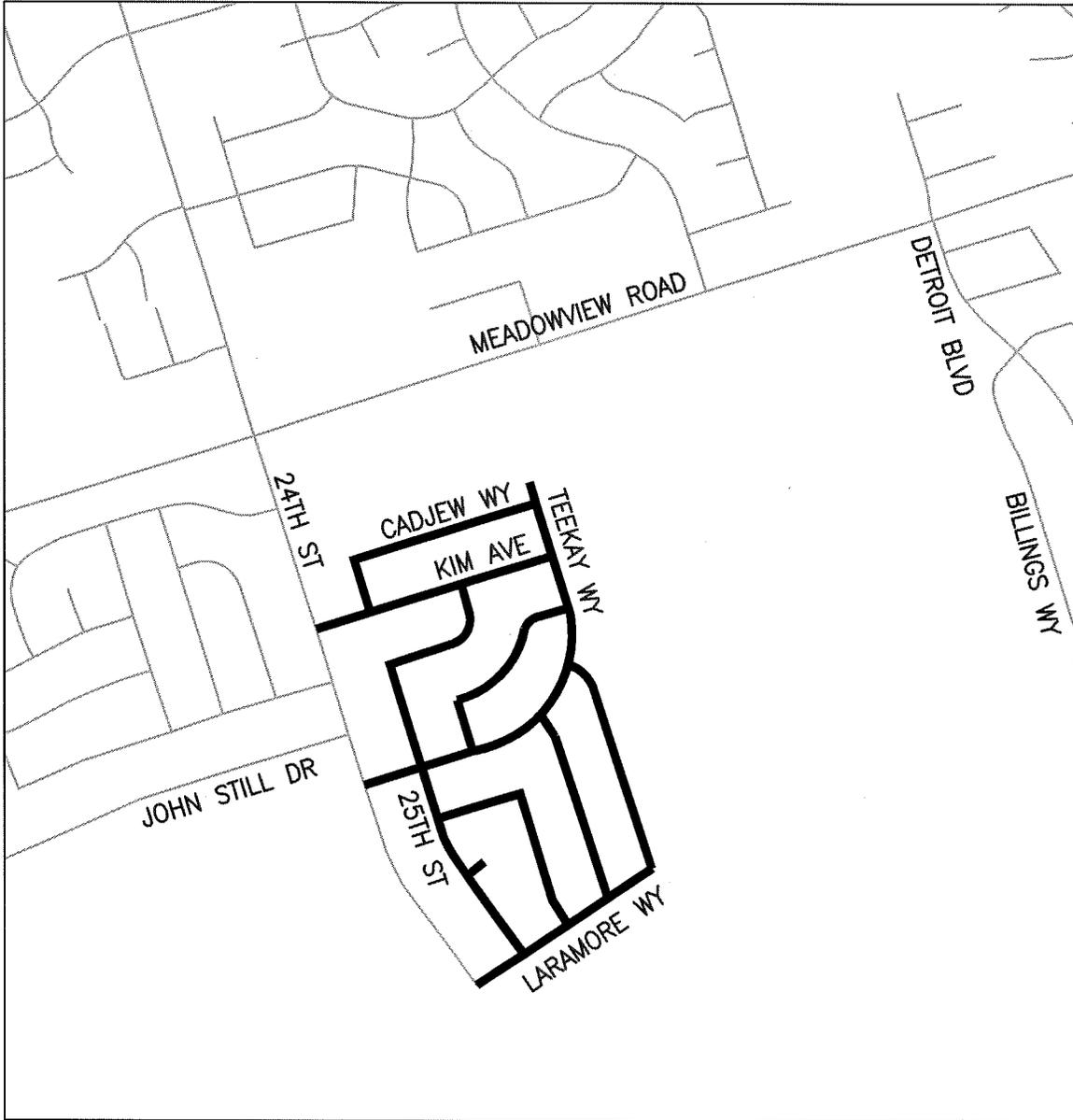
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Map No. 4
 Chip Seal
 Council District 8

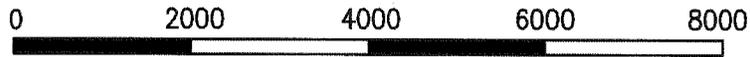
Meadowview Neighborhood bounded by 24th Street to the west.

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
25TH ST	LARAMORE WAY	25TH ST CDS	452	25	1,255
25TH ST	25TH ST CDS	MARY LOU WAY	310	25	861
25TH ST	MARY LOU WAY	TEEKAY WAY	256	25	711
25TH ST	TEEKAY WAY	KIM AVE	1,162	35	4,518
25TH ST	25TH ST	END	89	39	385
CADJEW AVE	KIM AVE	TEEKAY WAY	1,166	25	3,238
CHERYL WAY	TEEKAY WAY	TEEKAY WAY	987	25	2,741
DIXIE LOU ST	LARAMORE WAY	TEEKAY WAY	930	25	2,583
KIM AVE	24TH ST	CADJEW AVE	274	35	1,065
KIM AVE	CADJEW AVE	25TH ST	458	35	1,781
KIM AVE	25TH ST	TEEKAY WAY	448	35	1,742
LARAMORE WAY	24TH ST	25TH ST	265	25	736
LARAMORE WAY	25TH ST	MARY LOU WAY	251	25	697
LARAMORE WAY	MARY LOU WAY	DIXIE LOU ST	248	25	688
LARAMORE WAY	DIXIE LOU ST	TEEKAY WAY	1,295	25	3,597
MARY LOU WAY	25TH ST	LARAMORE WAY	1,064	25	2,955
TEEKAY WAY	24TH ST	25TH ST	289	35	1,123
TEEKAY WAY	25TH ST	CHERYL WAY	258	35	1,003
TEEKAY WAY	CHERYL WAY	DIXIE LOU ST	372	35	1,446
TEEKAY WAY	DIXIE LOU ST	LARAMORE WAY	279	35	1,085
TEEKAY WAY	LARAMORE WAY	CHERYL WAY	266	35	1,034
TEEKAY WAY	CHERYL WAY	KIM AVE	261	35	1,015
TEEKAY WAY	KIM AVE	CADJEW AVE	259	35	1,007
TEEKAY WAY	CADJEW AVE	END	124	35	482
Total Sq Yds					37,748

Map No. 5
Council District 8
Slurry Seal



Map Contact
K. CHAHAL



2014 STREET SEAL COAT PROJECT
PN: R15142020

APRIL 14, 2014

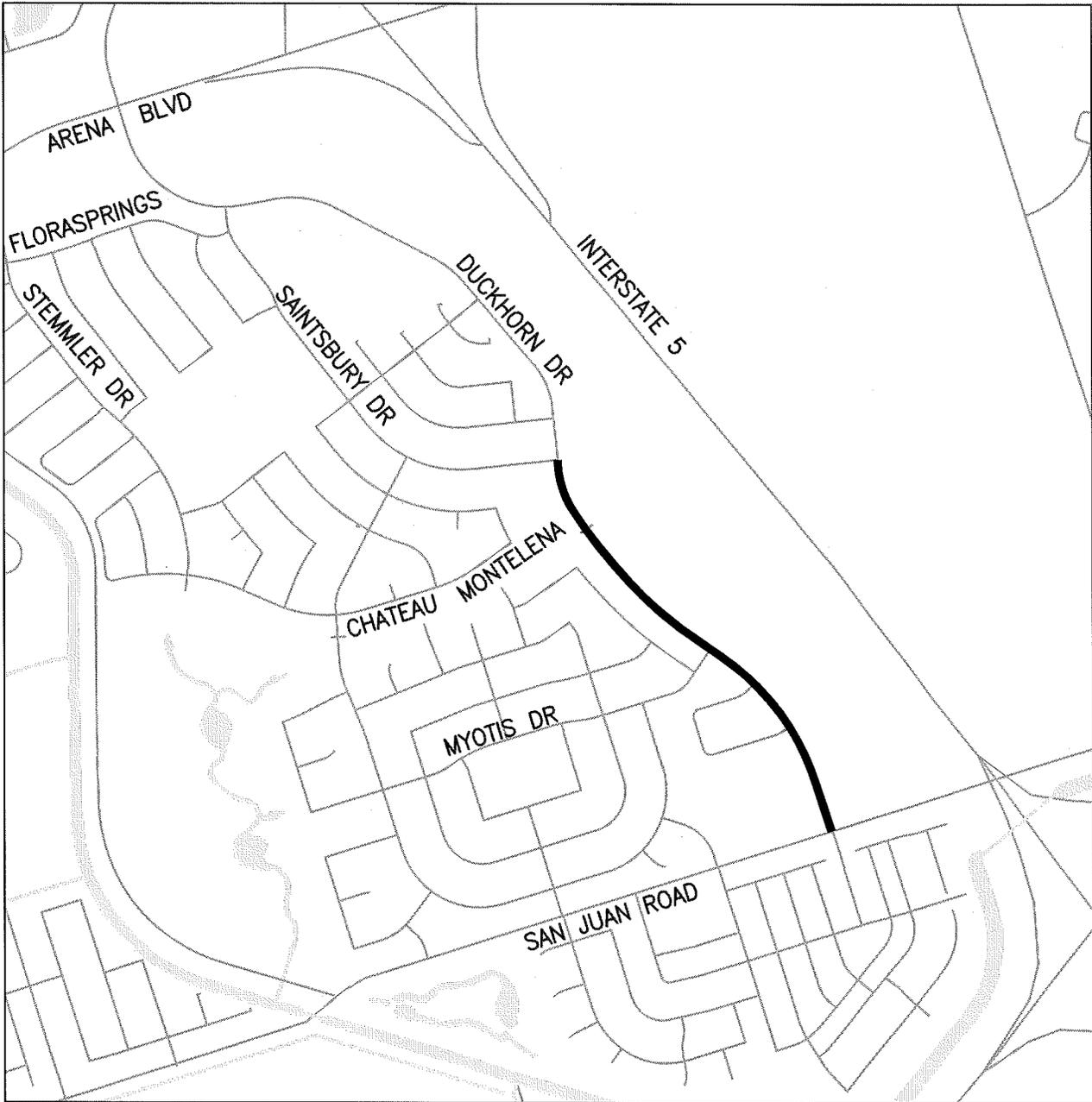


Map No. 5
Slurry Seal
Council District 8

Meadowview Neighborhood bounded by 24th Street to the west.

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
25TH ST	LARAMORE WAY	25TH ST CDS	452	25	1,255
25TH ST	25TH ST CDS	MARY LOU WAY	310	25	861
25TH ST	MARY LOU WAY	TEEKAY WAY	256	25	711
25TH ST	TEEKAY WAY	KIM AVE	1,162	35	4,518
25TH ST	25TH ST	END	89	39	385
CADJEW AVE	KIM AVE	TEEKAY WAY	1,166	25	3,238
CHERYL WAY	TEEKAY WAY	TEEKAY WAY	987	25	2,741
DIXIE LOU ST	LARAMORE WAY	TEEKAY WAY	930	25	2,583
KIM AVE	24TH ST	CADJEW AVE	274	35	1,065
KIM AVE	CADJEW AVE	25TH ST	458	35	1,781
KIM AVE	25TH ST	TEEKAY WAY	448	35	1,742
LARAMORE WAY	24TH ST	25TH ST	265	25	736
LARAMORE WAY	25TH ST	MARY LOU WAY	251	25	697
LARAMORE WAY	MARY LOU WAY	DIXIE LOU ST	248	25	688
LARAMORE WAY	DIXIE LOU ST	TEEKAY WAY	1,295	25	3,597
MARY LOU WAY	25TH ST	LARAMORE WAY	1,064	25	2,955
TEEKAY WAY	24TH ST	25TH ST	289	35	1,123
TEEKAY WAY	25TH ST	CHERYL WAY	258	35	1,003
TEEKAY WAY	CHERYL WAY	DIXIE LOU ST	372	35	1,446
TEEKAY WAY	DIXIE LOU ST	LARAMORE WAY	279	35	1,085
TEEKAY WAY	LARAMORE WAY	CHERYL WAY	266	35	1,034
TEEKAY WAY	CHERYL WAY	KIM AVE	261	35	1,015
TEEKAY WAY	KIM AVE	CADJEW AVE	259	35	1,007
TEEKAY WAY	CADJEW AVE	END	124	35	482
Total Sq Yds					37,748

Map No. 6
Council District 1
Microsurfacing



Map Contact
K. CHAHAL

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2014 STREET SEAL COAT PROJECT
PN: R15142020

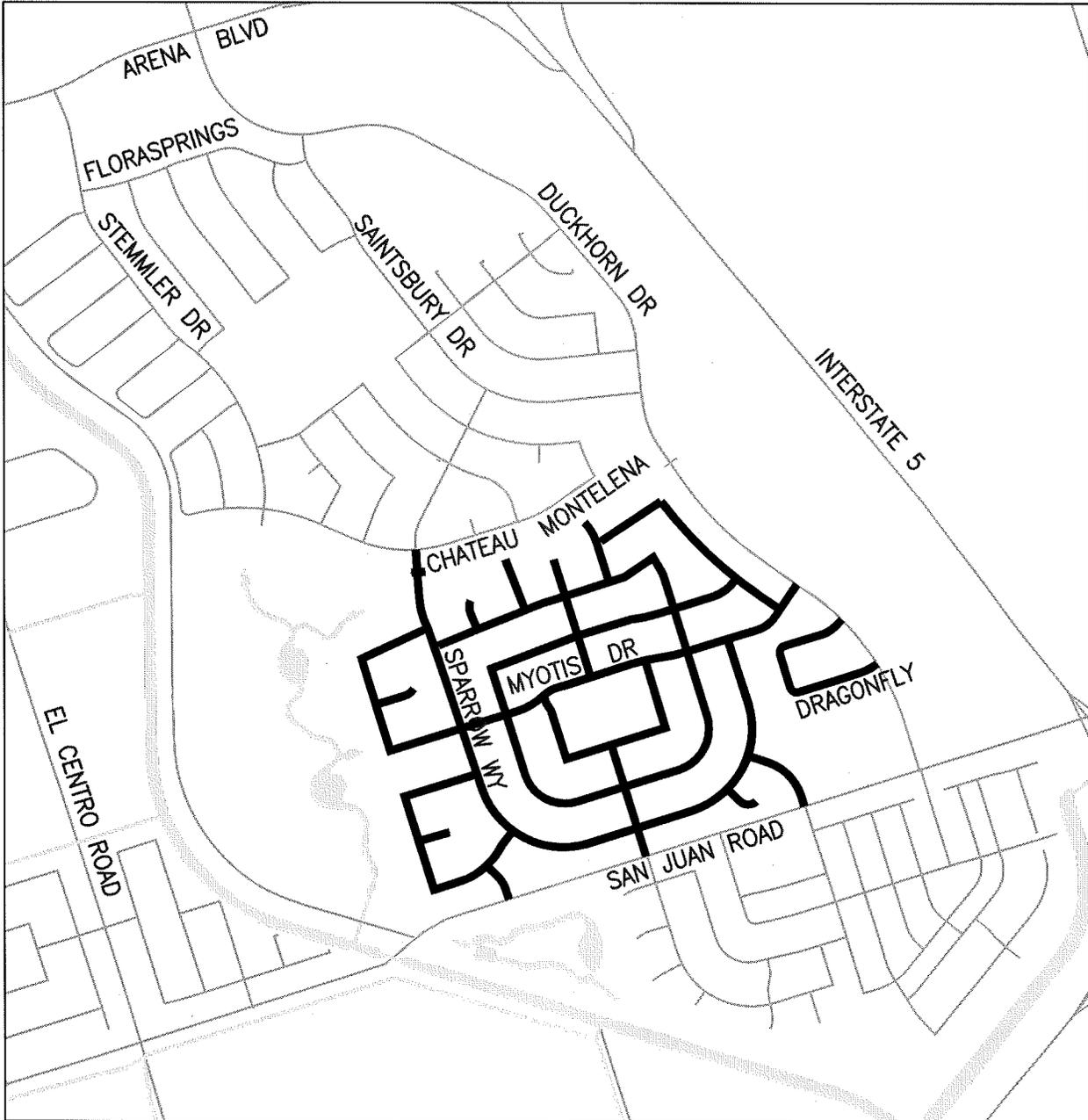
APRIL 14, 2014



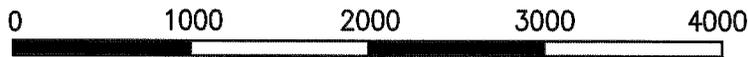
Map No. 6
 Microsurfacing
 Council District 1
 Duckhorn Drive

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
DUCKHORN DR	SAINTSBURY DR	MYOTIS DR	1,538	48	8,203
DUCKHORN DR	MYOTIS DR	DRAGONFLY CIR	343	48	1,829
DUCKHORN DR	DRAGONFLY CIR	DRAGONFLY CIR	343	48	1,829
DUCKHORN DR	DRAGONFLY CIR	SAN JUAN RD	701	48	3,739
Total Sq Yds					15,600

Map No. 7
Council District 1
Slurry Seal



Map Contact
K. CHAHAL



2014 STREET SEAL COAT PROJECT
PN: R15142020

APRIL 14, 2014

Map No. 7

Slurry Seal

Council District 1

Gateway West Neighborhood bounded by Duckhorn Drive to the east.

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
AHART WAY	LOGGERHEAD WY	SCREECH OWL WY	249	25	691
AHART WAY	NATOMAS CROSSING DR	LOGGERHEAD WY	144	25	400
BEWICKS CIR	SPARROW DR	GRACKLE CT	735	25	2,041
BEWICKS CIR	GRACKLE CT	SPARROW DR	753	25	2,091
COWBIRD CT	SHRIKE CIR	END	194	25	538
DRAGONFLY CIR	DUCKHORN DR	DUCKHORN DR	1,234	25	3,427
ELKART WAY	NATOMAS CROSSING DR	SCREECH OWL WY	328	25	911
FRIGATEBIRD DR	MYOTIS DR	MYNA WY	730	25	2,027
FRIGATEBIRD DR	MYNA WY	STILT CT	237	25	658
FRIGATEBIRD DR	STILT CT	GUILLEMONT DR	603	25	1,675
GRACKLE CT	BEWICKS CIR	END	254	25	705
GUILLEMOT DR	ORCUTT CIR	MUTTONBIRD WY	265	25	736
GUILLEMOT DR	MUTTONBIRD WY	FRIGATEBIRD DR	261	25	725
GUILLEMOT DR	FRIGATEBIRD DR	SAN JUAN RD	180	25	500
JACKDAW CT	END	SCREECH OWL WY	232	25	644
JACKDAW ST	SCREECH OWL WY	MUSKRAT WY	251	25	697
JACKDAW ST	MUSKRAT WY	MYOTIS DR	260	25	722
LOGGERHEAD WAY	AHART WY	MUSKRAT WY	1,115	25	3,097
LOGGERHEAD WAY	MUSKRAT WY	MYOTIS DR	325	25	902
MUSKRAT WAY	MYOTIS DR	JACKDAW CT	846	25	2,350
MUSKRAT WAY	JACKDAW CT	MUTTONBIRD WY	608	25	1,688
MUSKRAT WAY	MUTTONBIRD WY	LOGGERHEAD WY	437	25	1,213
MUTTONBIRD WAY	GUILLEMONT DR	MYOTIS DR	1,163	25	3,230
MYNA WY	FRIGATEBIRD DR	SAN JUAN RD	496	35	1,928
MYOTIS DR	SPARROW DR	MUSKRAT WY	271	36	1,084
MYOTIS DR	MUSKRAT WY	ORCUTT CIR	253	36	1,012
MYOTIS DR	ORCUTT CIR	JACKDAW CT	308	43	1,471
MYOTIS DR	JACKDAW CT	ORCUTT CIR	349	43	1,667
MYOTIS DR	ORCUTT CIR	MUTTONBIRD WY	260	43	1,242
MYOTIS DR	MUTTONBIRD WY	FRIGATEBIRD DR	256	43	1,223
MYOTIS DR	FRIGATEBIRD DR	LOGGERHEAD WY	386	36	1,544
MYOTIS DR	LOGGERHEAD WY	DUCKHORN DR	174	36	696
ORCUTT CIR	MYOTIS DR	GUILLEMONT DR	693	34	2,618
ORCUTT CIR	GUILLEMONT DR	MYOTIS DR	770	34	2,908
PALMATE WAY	MYOTIS DR	GUILLEMONT DR	1,072	25	2,977
PETREL CT	END	SCREECH OWL WY	183	25	508
SCREECH OWL WAY	SPARROW DR	PETREL CT	276	25	766
SCREECH OWL WAY	PETREL CT	ELKART WY	309	25	858
SCREECH OWL WAY	ELKART WY	JACKDAW CT	256	25	711
SCREECH OWL WAY	JACKDAW CT	AHART WY	280	25	777
SCREECH OWL WAY	AHART WY	MUSKRAT WY	647	25	1,797
SCREECH OWL WAY	MUSKRAT WY	MYOTIS DR	270	25	750
SHRIKE CIR	SPARROW DR	COWBIRD CT	744	25	2,066
SHRIKE CIR	COWBIRD CT	SORA WY	662	25	1,838
SHRIKE CIR	SORA WY	SPARROW DR	258	25	716
SORA WAY	SHRIKE CIR	SAN JUAN RD	250	35	972
SPARROW DR	NATOMAS CROSSING DR	BEWICKS CIR	483	35	1,878
SPARROW DR	BEWICKS CIR	SCREECH OWL WY	122	25	338
SPARROW DR	SCREECH OWL WY	BEWICKS CIR	518	25	1,438
SPARROW DR	BEWICKS CIR	SHRIKE CIR	290	25	805
SPARROW DR	SHRIKE CIR	SHRIKE CIR	412	25	1,144
SPARROW DR	SHRIKE CIR	GUILLEMONT DR	795	25	2,208
STILT CT	FRIGATEBIRD DR	END	178	25	494

Total Sq Yds

72,102

APPENDIX B (SIGNING AND STRIPING PLANS)

- **SS-1 COVER SHEET**
- **SS-2 NEIGHBORHOOD 1**
- **SS-3 MYOTIS DRIVE**
- **SS-4 NEIGHBORHOOD 2**
- **SS-5 24TH STREET – MEADOWVIEW RD TO END**
- **SS-6 YOUNGER CREEK DR – FLORIN PERKINS RD TO MATCHLINE C**
- **SS-7 YOUNGER CREEK DR – MATCHLINE C TO ELDER CREEK RD**
- **SS-8 SKY CREEK DR – ELDER CREEK RD TO YOUNGER CREEK DR**
- **SS-9 DUCKHORN DRIVE – SAINTSBURY DR TO SAN JUAN RD**

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH: CITY OF SACRAMENTO DESIGN & PROCEDURES MANUAL, DATED SEPTEMBER 1990. CITY STANDARD SPECIFICATIONS, DATED JUNE 2007, CALTRANS STANDARD PLANS 2010 EDITION, AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 2012 EDITION.
2. THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
3. ALL EXISTING SIGNING, STRIPING, AND MARKINGS TO REMAIN, UNLESS OTHERWISE NOTED. CONFLICTS BETWEEN EXISTING AND PROPOSED SHALL BE RESOLVED BY THE ENGINEER.
4. EXACT POSITION AND LOCATION OF ALL ROAD SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
5. REMOVAL OF EXISTING STRIPING AND PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY SANDBLASTING OR OTHER APPROVED GRINDING METHOD.
6. CROSSWALKS SHALL BE 12 FEET WIDE INCLUDING THE 12" SOLID PAVEMENT MARKINGS AND SHALL BE WHITE UNLESS OTHERWISE NOTED.
7. ALL SIGNING AND STRIPING WORK SHALL BE COORDINATED WITH THE ELECTRICAL WORK AS DIRECTED BY THE ENGINEER.
8. LANE WIDTHS ADJACENT TO CURBS ARE MEASURED TO THE FACE OF CURB.
9. TRAFFIC SIGNS SHALL BE INSTALLED BEHIND THE SIDEWALK WHEN THE SIDEWALK IS IMMEDIATELY ADJACENT TO THE CURB. SIGNS SHALL BE INSTALLED BETWEEN THE CURB AND SIDEWALK WHEN THE SIDEWALK IS DETACHED. SIGNS IN THE PEDESTRIAN AREAS SHALL HAVE A CLEARANCE FROM THE GROUND OF AT LEAST SEVEN FEET. IF THIS CLEARANCE REQUIREMENT IS NOT SATISFIED AFTER THE INSTALLATION OF ADDITIONAL SIGN PANELS, CONTRACTOR SHALL INSTALL A NEW SIGN POST.
10. ALL ROADWAY SIGNS (REGULATORY, WARNING, GUIDE, SCHOOL ZONE SIGNS AND OBJECT MARKERS) SHALL INCLUDE ASTM TYPE XI SHEETING. FOR ALL OTHER SIGNS, USE ASTM TYPE II SHEETING. SCHOOL ZONE SIGNAGE SHALL BE FLUORESCENT YELLOW-GREEN WHERE YELLOW IS INDICATED IN THE MUTCD.
11. MOUNT SIGNS USING BANDING ON SIGNAL AND STREET LIGHT POLES WHERE FEASIBLE. SEE ELECTRICAL PLANS FOR POLE LOCATIONS.
12. CONTRACTOR SHALL VERIFY WITH THE ENGINEER THE EXACT STREET NAME AND STREET ADDRESS FOR PLACEMENT ON STREET NAME SIGNS PRIOR TO ORDERING SIGNS.
13. ALL SIGNS REGULATING PARKING SHALL BE DOUBLE SIDED AND SIDE MOUNTED.
14. AT NEW SIGNALIZED LOCATIONS, REMOVE EXISTING STOP SIGNS, STOP LEGENDS AND STANCHIONS AT THE TIME SIGNAL IS TURNED ON.

CITY OF SACRAMENTO

SIGNING AND STRIPING PLANS FOR 2014 SEAL COAT PROJECT

INDEX OF SHEETS

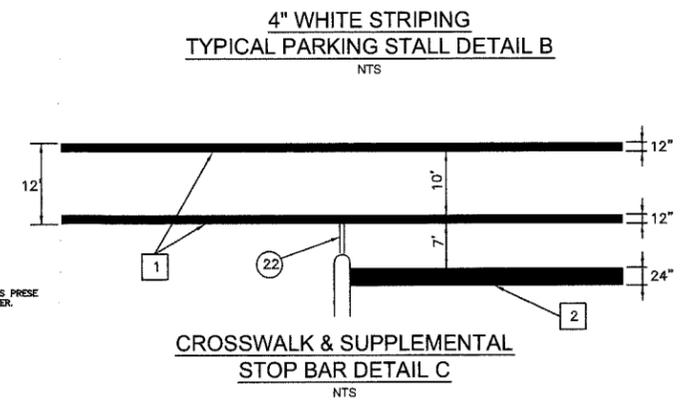
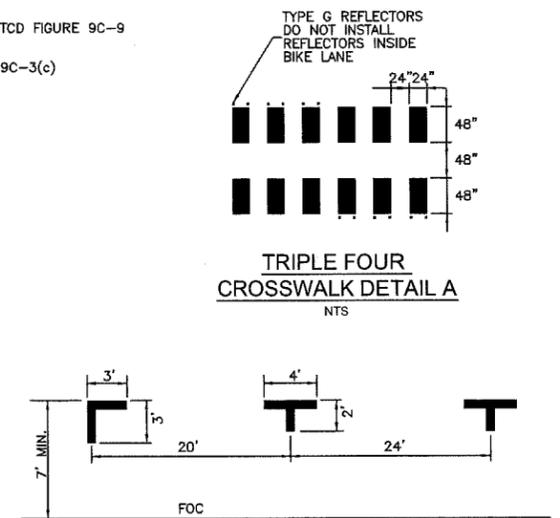
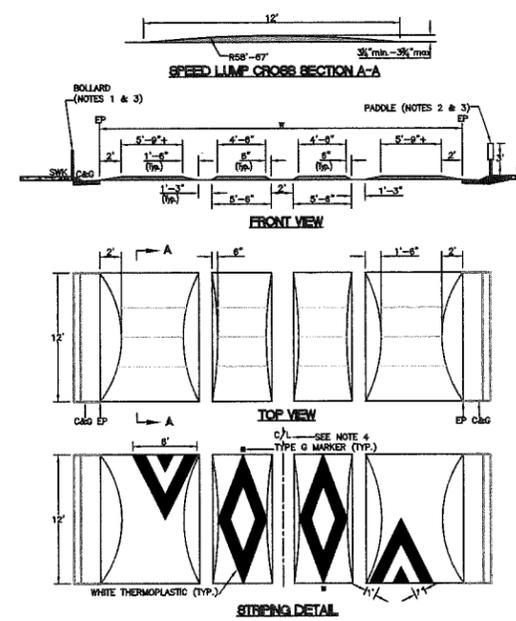
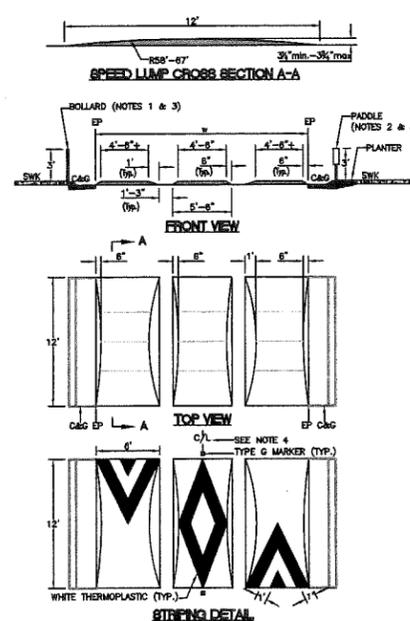
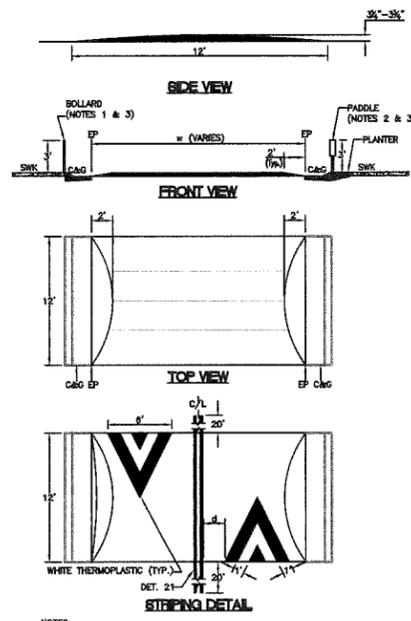
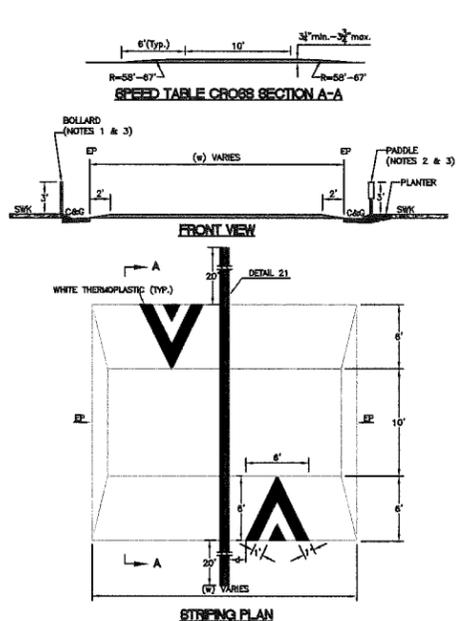
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- SS-9 DUCKHORN DRIVE - SAINTSBURY DR TO SAN JUAN ROAD

LEGEND:

- * INSTALL ROADSIDE SIGN
- ◆ REMOVE ROADSIDE SIGN
- ▲ RELOCATE ROADSIDE SIGN
- EXISTING ROADSIDE SIGN TO REMAIN
- ↓ ROADSIDE SIGN LOCATION
- ↘ INSTALL TYPE IV (L/R) ARROW
- ↙ INSTALL TYPE VI ARROW
- INSTALL TYPE I 10' ARROW
- ↗ INSTALL TYPE VII (L/R) ARROW
- ⊕ SHARED LANE MARKING PER MUTCD FIGURE 9C-9
- ⊞ BIKE LANE PER MUTCD FIGURE 9C-3(c)
- ⊕ FIRE HYDRANT

CONSTRUCTION NOTES:

- ALL STREET SIGNS TO BE INSTALLED/RELOCATED BY CONTRACTOR
- 1 INSTALL 12" WHITE CROSSWALK/LIMIT LINE UNLESS OTHERWISE STATED ON PLANS
 - 2 INSTALL 24" WHITE LIMIT LINE



LEGEND:
C&G - CURB AND GUTTER
EP - EDGE OF PAVEMENT
SWK - SIDEWALK

NOTES:
1. BOLLARD TO BE INSTALLED ON SIDEWALKS WITH ROLLED CURBS. SEE CITY STANDARD DWG. NO. T-230.
2. PADDLES TO BE INSTALLED ON PLANTER/DIRT WITH ROLLED CURBS OR UNIMPROVED STREETS. SEE CITY STANDARD DWG. NO. T-210.
3. NO BOLLARD OR PADDLE IS NEEDED WHERE TYPE 2 CURB & GUTTER IS PRESENT.

LEGEND:
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SPEED TABLE

SPEED HUMP

SPEED LUMP B

SPEED LUMP C

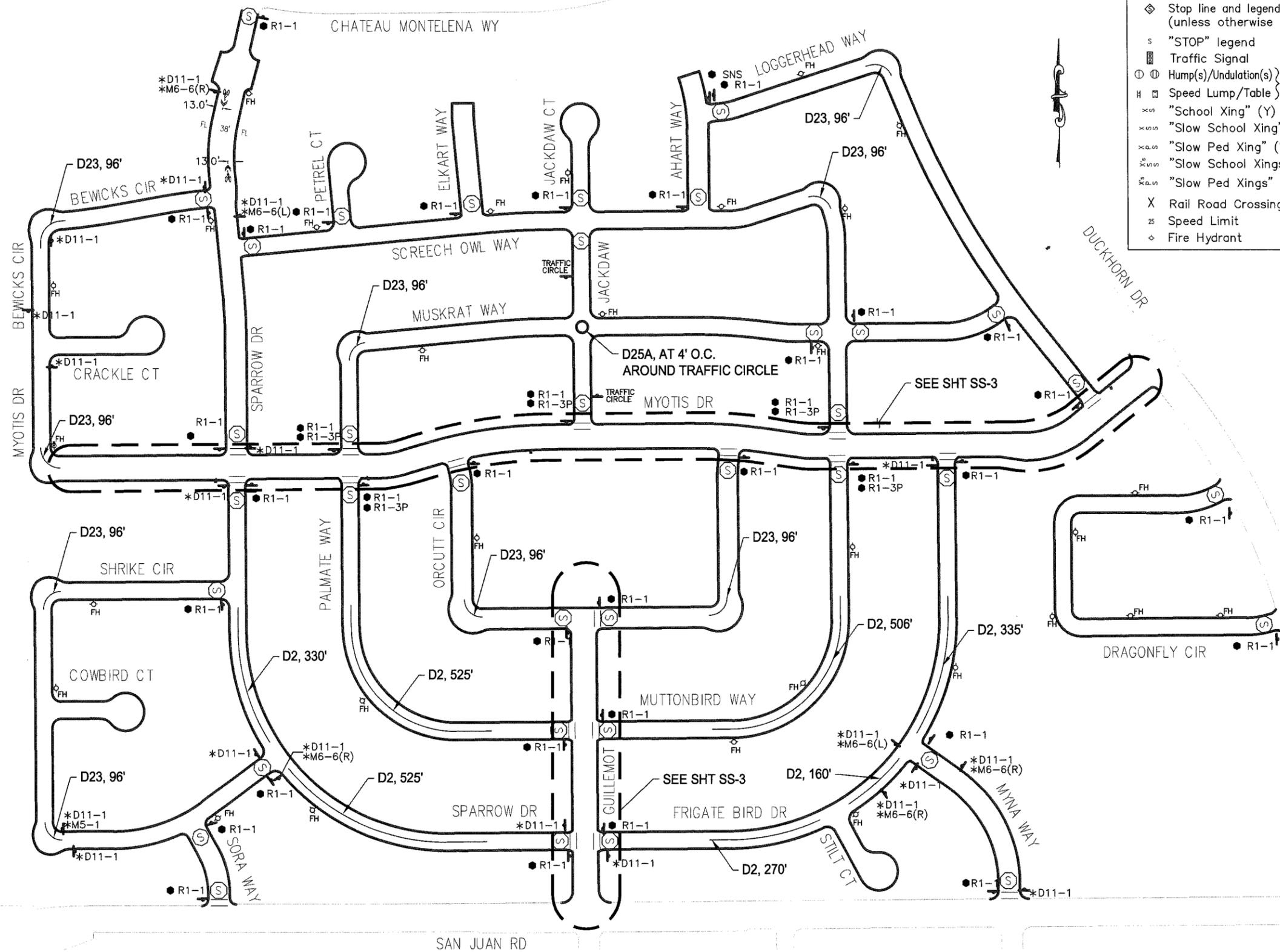
CROSSWALK & SUPPLEMENTAL STOP BAR DETAIL C

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NO.	DESCRIPTION	DATE	BY																													
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SCALE																																
HORIZ. N/A																																
VERT. N/A																																

2013 SEAL COAT PROJECT (PN: R15132020)

- ⊙ Stop line and "STOP" legend
- ◇ Stop line and legend, and D22, 50' (unless otherwise specified)
- ⊖ "STOP" legend
- ⊖ Traffic Signal
- ⊖ Hump(s)/Undulation(s) (See Details Sheet)
- ⊖ Speed Lump/Table
- ⊖ "School Xing" (Y)
- ⊖ "Slow School Xing" (Y)
- ⊖ "Slow Ped Xing" (W)
- ⊖ "Slow School Xings" (Y)
- ⊖ "Slow Ped Xings" (W)
- X Rail Road Crossing legend
- ⊖ Speed Limit
- ⊖ Fire Hydrant
- ⊖ "BIKE", "LANE", legend & arrow
- ⊖ Shared lane marking legend
- ⊖ Triple four crosswalk
- ⊖ Ladder Crosswalk w/12" bars
- ⊖ 12" bars Crosswalk. See SS-1 note [1]
- D# Caltrans Detail Number
- or Street center line striping
- | 24" Limit Line. See SHT SS-1 note [2]
- y yellow
- w white
- ⊖ Signal ahead
- ⊖ Stop ahead
- ⊖ 24" Parking "L" and "T" brackets



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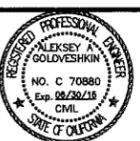
2013 SEAL COAT PROJECT (PN: R15132020)

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DEPARTMENT OF PUBLIC WORKS

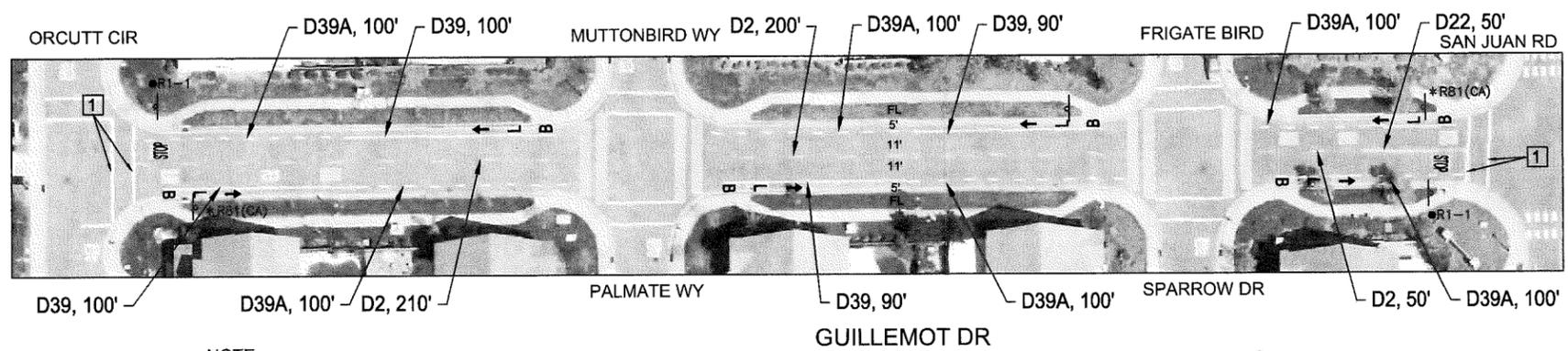
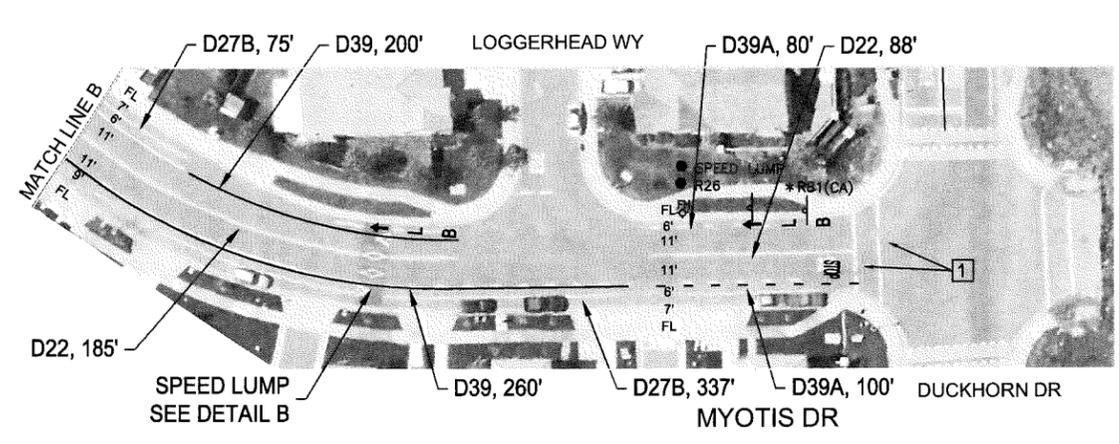
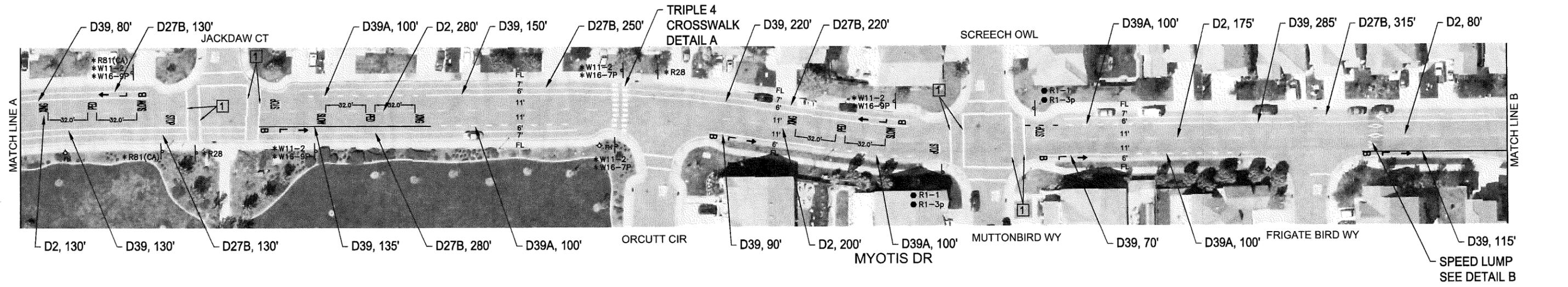
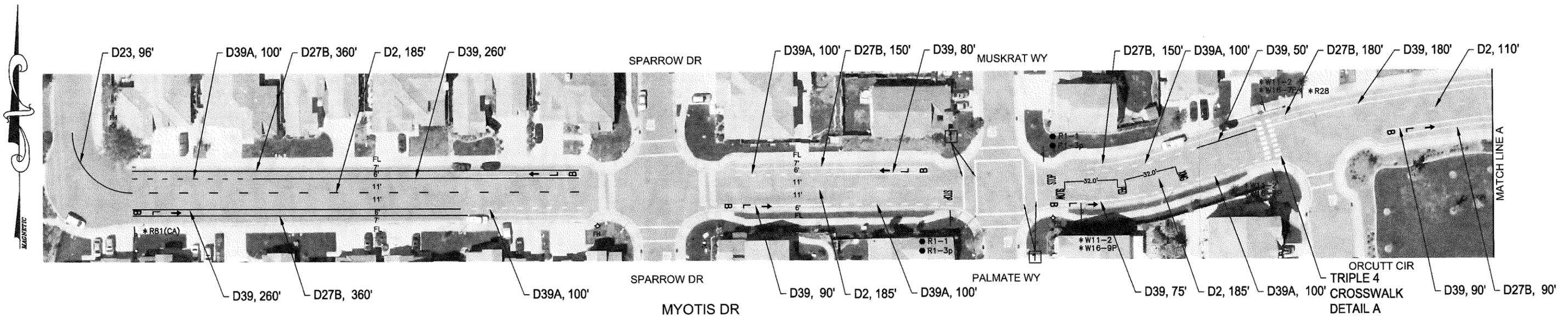
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 R.C.E. 50826 DATE 2014

DRAWN BY: K CHAHAL
 DATE 2014



SIGNING AND STRIPING PLANS FOR
2014 SEAL COAT PROJECT
NEIGHBORHOOD 1

PN: R15142020	SHEET
	SS-2
	OF
	9 228 of 235



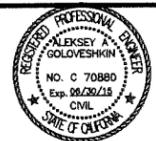
NOTE:
PROVIDE PARKING LANE BREAKS
AT DRIVEWAYS (DETAIL 27B), TYP.

CAD FILE: 1-

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CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

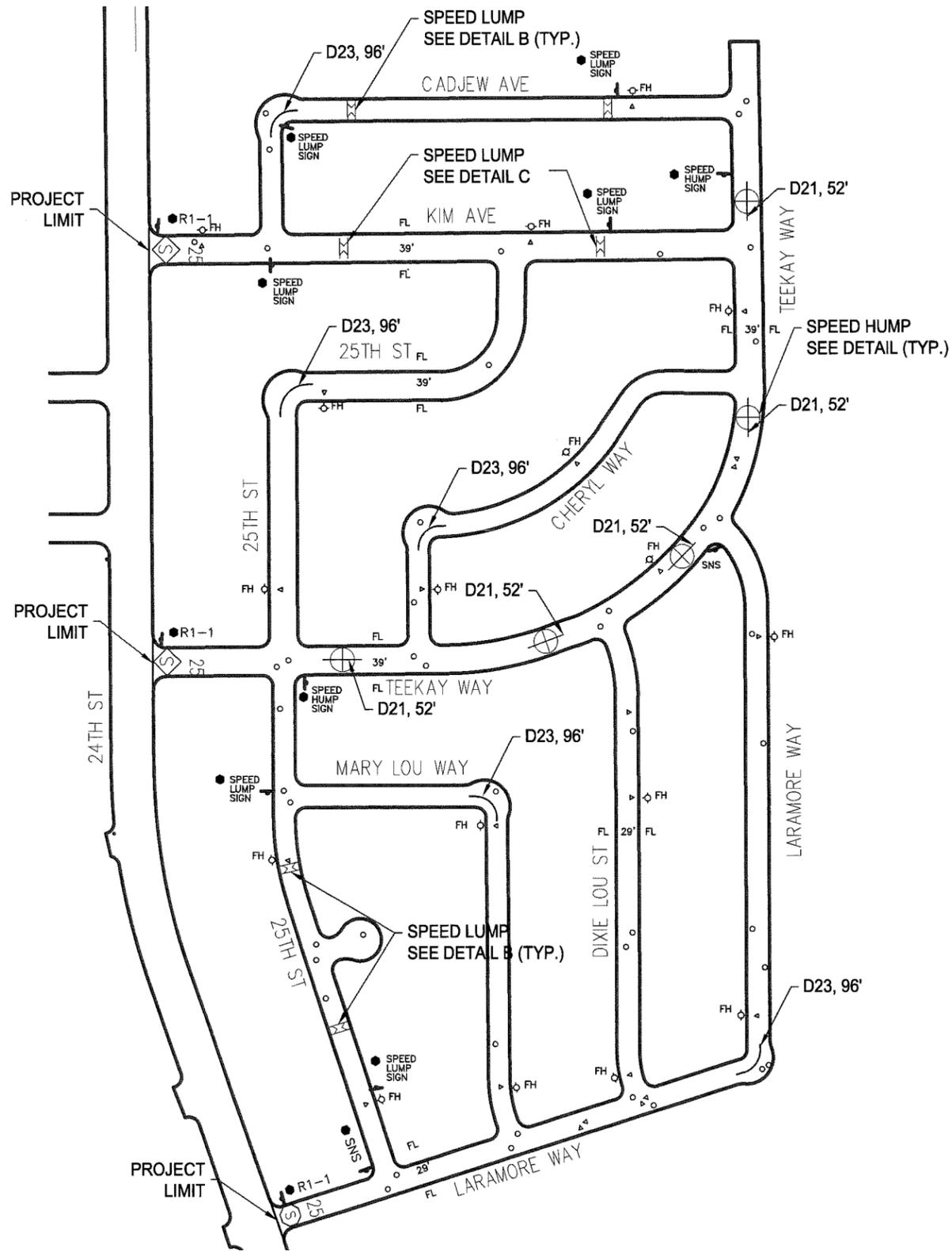
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SIGNING AND STRIPING PLANS FOR
2014 SEAL COAT PROJECT
MYOTIS DRIVE
DUCKHORN DRIVE TO END AND GUILLEMOT DRIVE

PN: R15142020 SHEET SS-3 229 of 235 9

2013 SEAL COAT PROJECT (PN: R15132020)



⊙	Stop line and "STOP" legend	↔	"BIKE", "LANE", legend & arrow
◇	Stop line and legend, and D22, 50' (unless otherwise specified)	↔	Shared lane marking legend
⊙	"STOP" legend	≡	Triple four crosswalk
⊙	Traffic Signal	≡	Ladder Crosswalk w/12" bars
⊙	Hump(s)/Undulation(s) (See Details Sheet)	≡	12" bars Crosswalk. See SS-1 note [1]
⊙	Speed Lump/Table (See Details Sheet)	-D#	Caltrans Detail Number
×	"School Xing" (Y)	or	Street center line striping
×	"Slow School Xing" (Y)		24" Limit Line. See SHT SS-1 note [2]
×	"Slow Ped Xing" (W)	Y	yellow
×	"Slow School Xings" (Y)	W	white
×	"Slow Ped Xings" (W)	⊙	Signal ahead
X	Rail Road Crossing legend	⊙	Stop ahead
25	Speed Limit	⊙	24' 20" Parking "L" and "T" brackets
◇	Fire Hydrant		

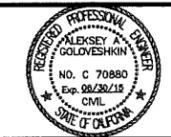
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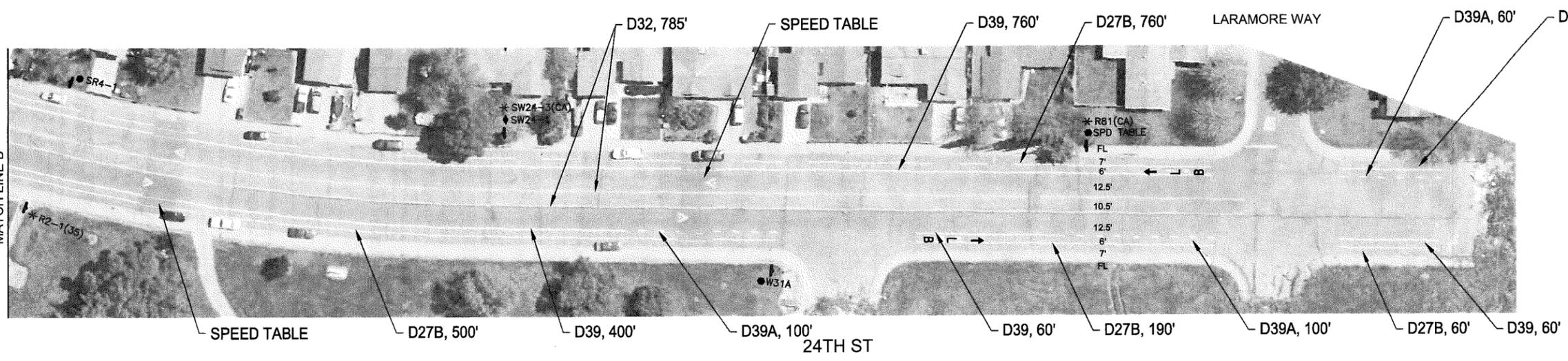
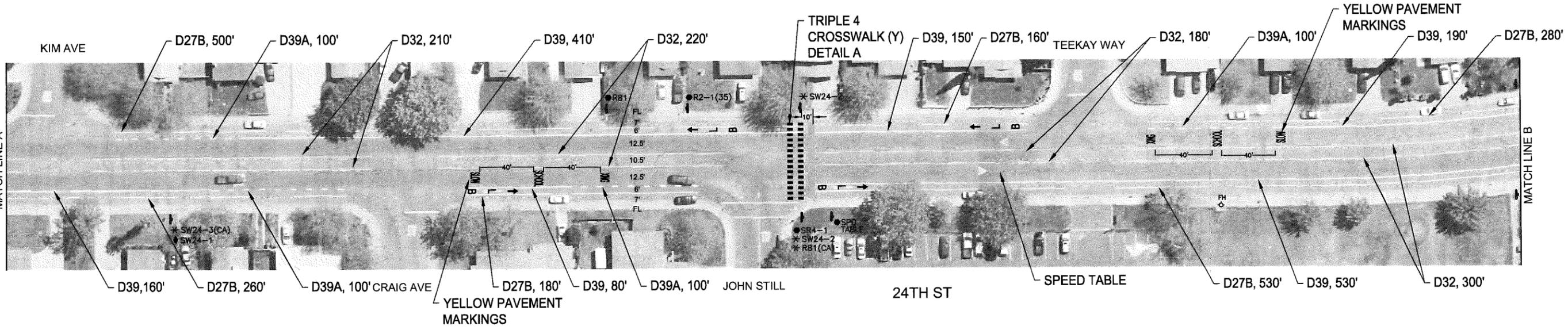
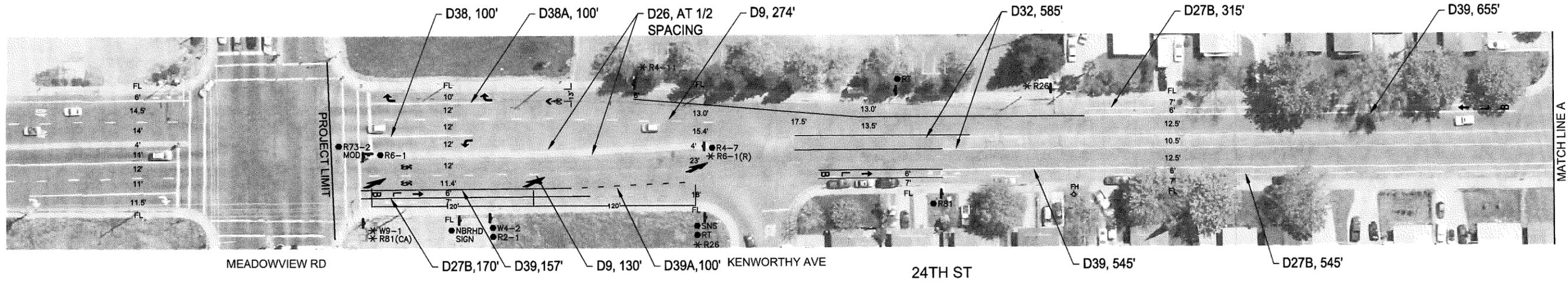
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: <u>K CHAHAL</u>	DESIGNED BY: _____	CHECKED BY: <u>DAVID EDROSOLAN</u>
DATE: <u>2014</u>	R.C.E. DATE: _____	R.C.E. <u>50826</u> DATE: <u>2014</u>



SIGNING AND STRIPING PLANS FOR
2014 SEAL COAT PROJECT
NEIGHBORHOOD 2

PN: R15142020	SHEET
	SS-4
	OF 230 of 235
	9



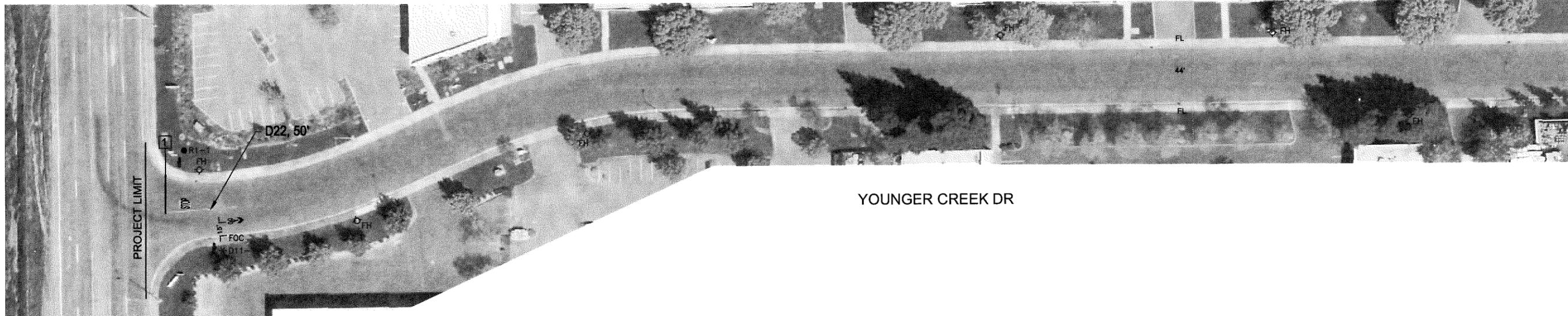
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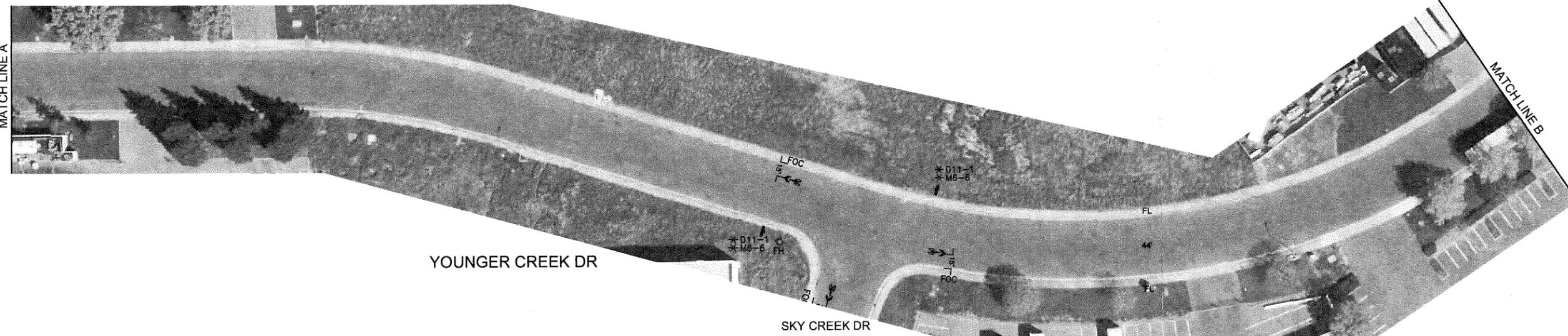
2013 SEAL COAT PROJECT (PN: R15132020)

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DRAWN BY: <u>K CHAHAL</u> DATE: <u>2014</u>			DESIGNED BY: _____ R.C.E. _____ DATE _____		CHECKED BY: <u>DAVID EDROSOLAN</u> R.C.E. <u>50826</u> DATE <u>2014</u>			PN: R15142020					
_____ _____ _____			_____ _____		_____ _____								



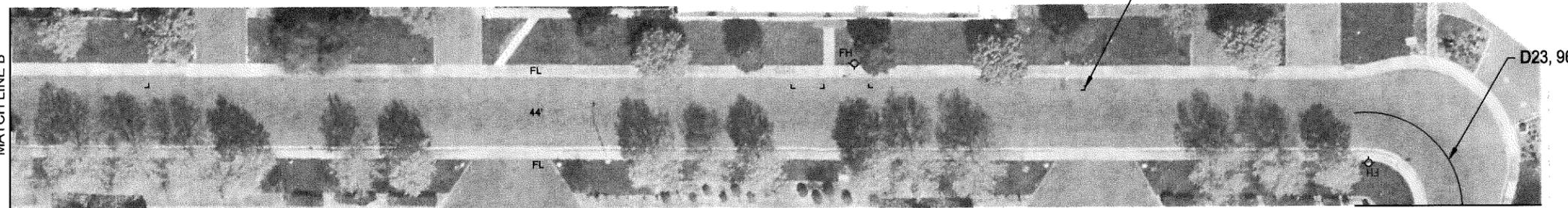
FLORIN PERKINS RD

YOUNGER CREEK DR



YOUNGER CREEK DR

SKY CREEK DR



YOUNGER CREEK DR

MATCH LINE C



CAD FILE: 1-

2013 SEAL COAT PROJECT (PN: R15132020)

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.

FIELD BOOK

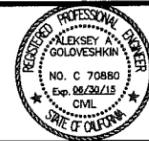
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

SCALE
HOR Z. 1"=40'
VERT. N/A

DRAWN BY: K CHAHAL
DATE: 2014

DESIGNED BY: _____
R.C.E. _____ DATE _____

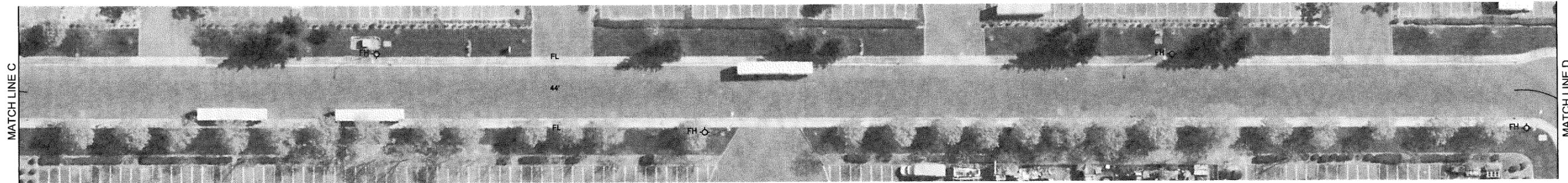
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R.C.E. 50826 DATE 2014



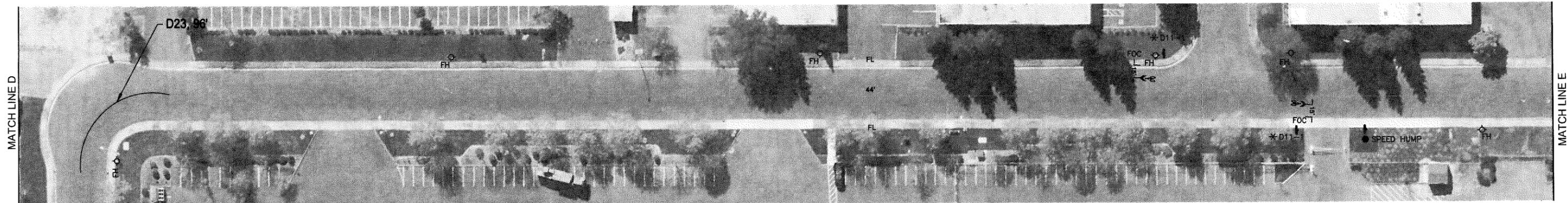
SIGNING AND STRIPING PLANS FOR
2014 SEAL COAT PROJECT
YOUNGER CREEK DRIVE
FLORIN PERKINS RD TO MATCHLINE C

PN: R15142020

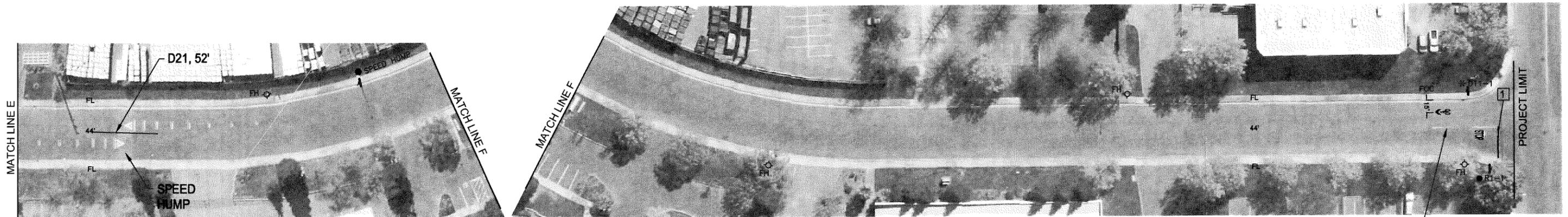
SHEET
SS-6
232 of 235
9



YOUNGER CREEK DR



YOUNGER CREEK DR



YOUNGER CREEK DR

D22, 50' ELDER CREEK RD

CAD FILE: 1-

2013 SEAL COAT PROJECT (PN: R15132020)

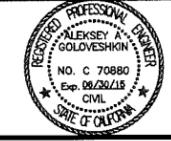
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BENCH MARK DESCR PT ON	ELEV.

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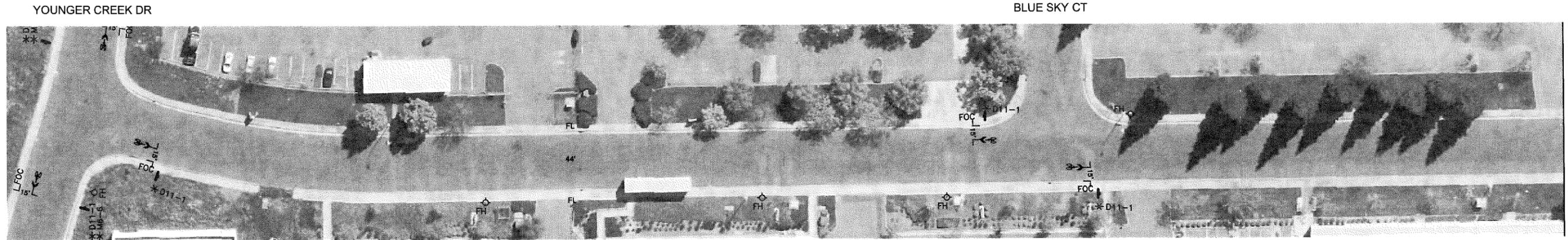
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

SCALE HOR 2. 1"=40' VERT. N/A	DRAWN BY: <u>K CHAHAL</u> DATE: <u>2014</u>	DESIGNED BY: _____ R.C.E. _____ DATE _____	CHECKED BY: <u>DAVID EDROSOLAN</u> R.C.E. <u>50826</u> DATE <u>2014</u>
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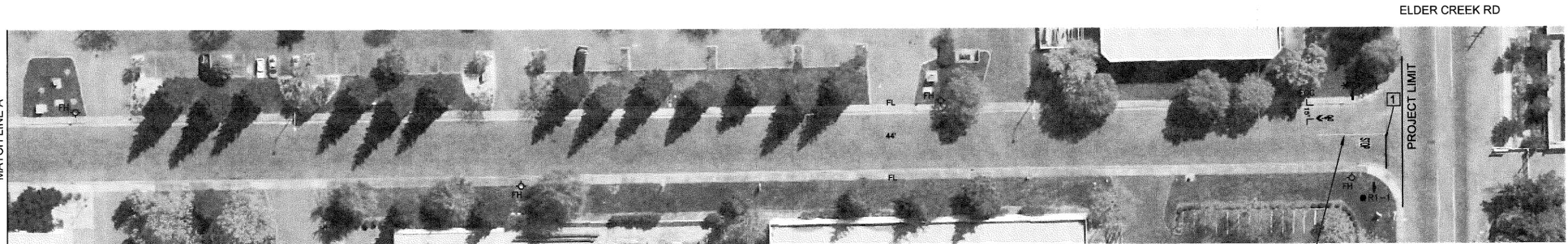


SIGNING AND STRIPING PLANS FOR
2014 SEAL COAT PROJECT
YOUNGER CREEK DRIVE
MATCHLINE C TO ELDER CREEK ROAD

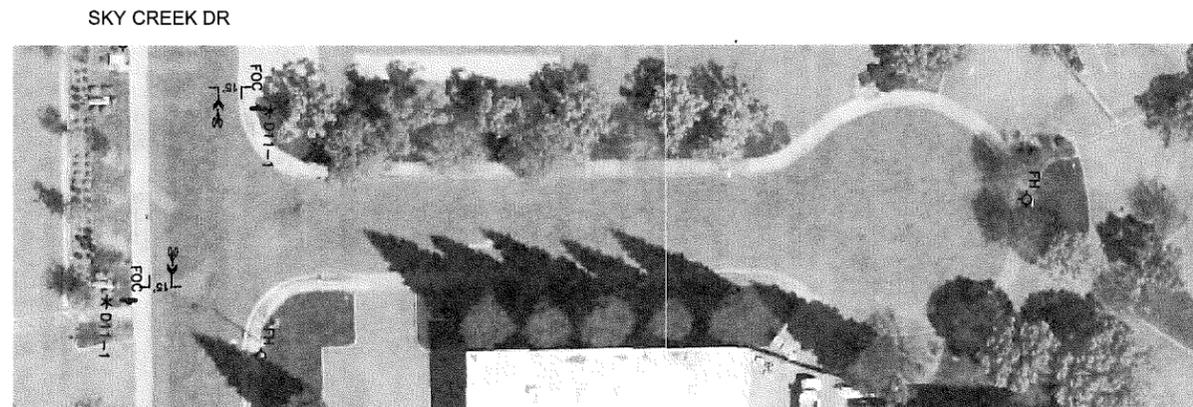
PN: R15142020	SHEET SS-7 233 of 235 9
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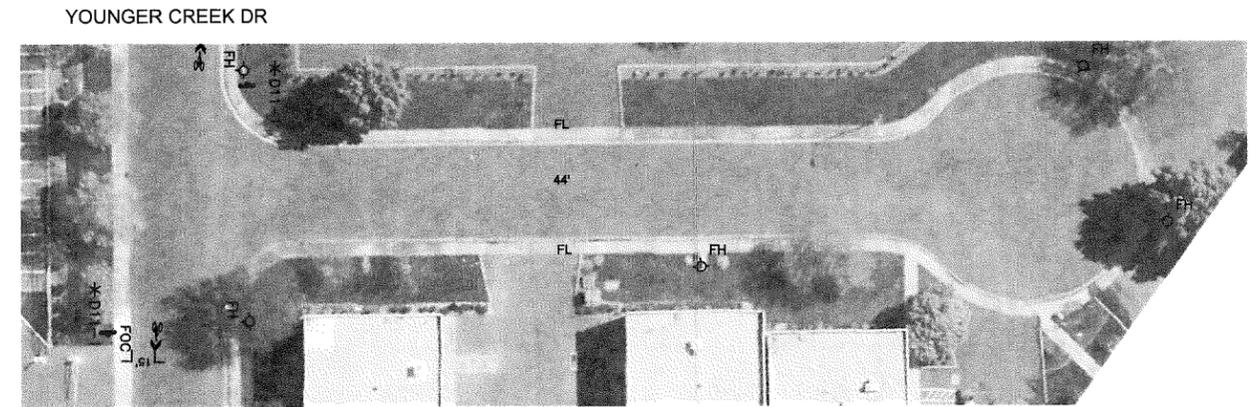
SKY CREEK DR



SKY CREEK DR



BLUE SKY CT



LIGHT SKY CT

CAD FILE: 1

2013 SEAL COAT PROJECT (PN: R15132020)

NO.	REVISIONS	DATE	BY

BENCH MARK	ELEV.

FELD BOOK

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

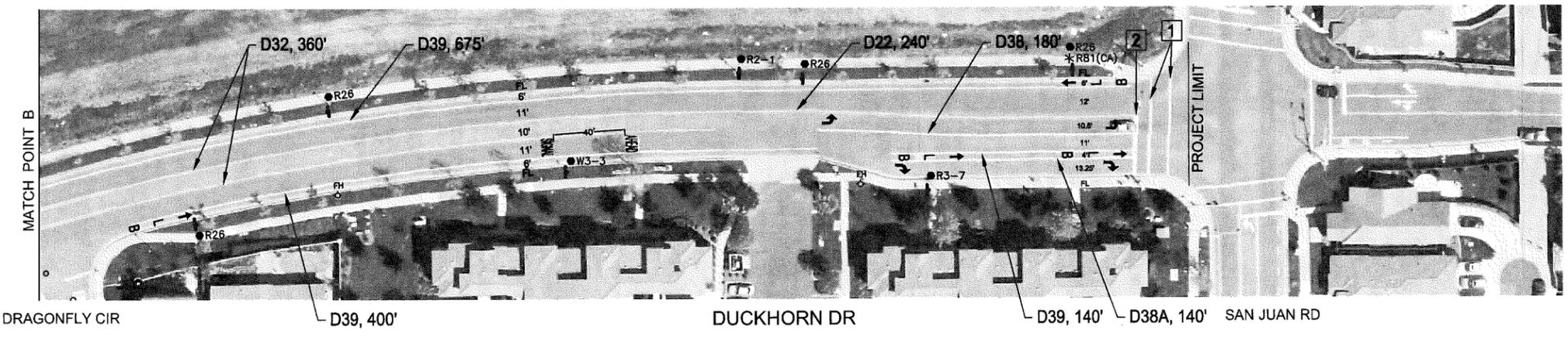
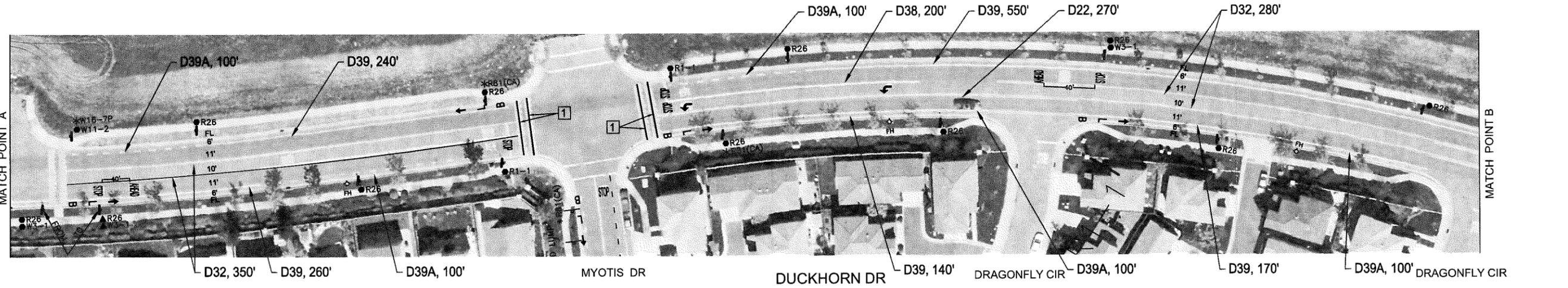
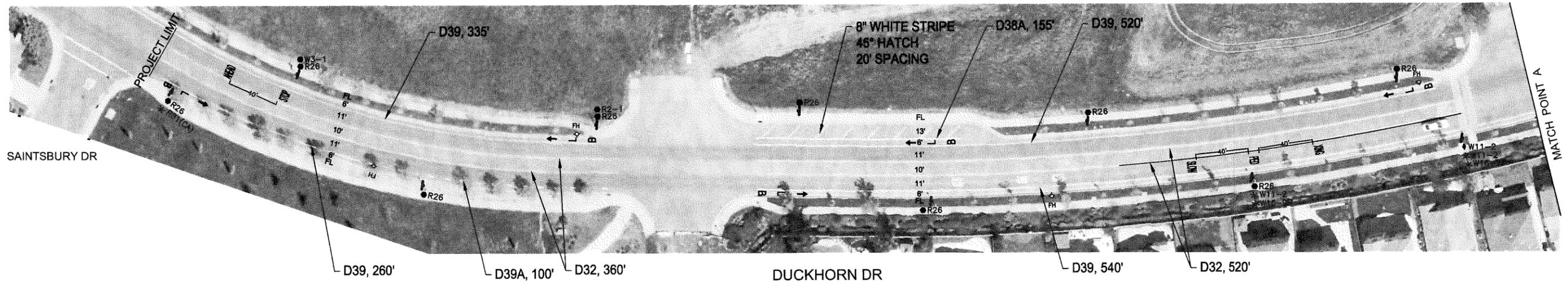
SCALE HOR Z. 1"=40' VERT. N/A	DRAWN BY: <u>K. CHAHAL</u> DATE: <u>2014</u>	DESIGNED BY: _____ R.C.E. _____ DATE _____	CHECKED BY: <u>DAVID EDROSOLAN</u> P.C.E. <u>50826</u> DATE <u>2014</u>
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SIGNING AND STRIPING PLANS FOR
2014 SEAL COAT PROJECT
SKY CREEK DRIVE
YOUNGER CREEK DR TO ELDER CREEK RD

PN: R15142020

SHEET
SS-8
234 OF 235
9



NOTE:
 ADJUST TRAFFIC SIGNAL VIDEO DETECTION
 AT DUCKHORN DR AND SAN JUAN RD
 INTERSECTION AS NECESSARY



CAD FILE: 1-

2013 SEAL COAT PROJECT (PN: R15132020)

REVISIONS				BENCH MARK		FIELD BOOK
NO.	DESCRIPTION	DATE	BY	DESCRIPTION	ELEV.	

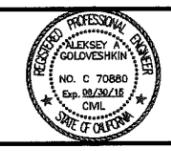
CITY OF SACRAMENTO
 DEPARTMENT OF PUBLIC WORKS

SCALE: HORIZ. 1"=40' VERT. N/A

DRAWN BY: K CHAHAL DATE: 2014

DESIGNED BY: _____ DATE: _____

CHECKED BY: DAVID EDROSOLAN R.C.E. 50826 DATE: 2014



SIGNING AND STRIPING PLANS FOR
2014 SEAL COAT PROJECT
 DUCKHORN DRIVE
 SAINTSBURY DR TO SAN JUAN RD